

CONFIDENTIAL PROPRIETARY TRADE SECRET

OMB Control No. 1505-0080

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 12 PAGES
2. AMENDMENT/MODIFICATION NO 0025	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. Multiple Requisitions	5. PROJECT NO. (If applicable)	
6. ISSUED BY IRS/ Field Proc Bus Oper Br (OS:A.P.B.S) 2888 Woodcock Blvd, Ste 300 Atlanta, GA 30341 Camille Pettway 470719-6514		7. ADMINISTERED BY (If other than Item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No Street, county, State and ZIP Code) DUKE ENERGY KENTUCKY, INC. 00083514 139 E FOURTH ST CINCINNATI, OH 45202 McKinley Cunningham 859-250-0642		(x)	9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. TIRSE-12-T-00008	
			10B. DATED (SEE ITEM 13) 04/12/2012	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

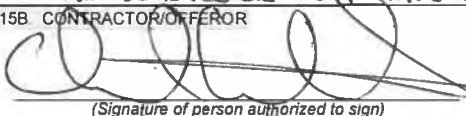
12. ACCOUNTING AND APPROPRIATION DATA (If required)
17170919D RKY0085 3D 2331 4DCO1 Net Increase: \$5,422.95

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
X	D. OTHER Specify type of modification and authority) FAR 41.204(b)(1) & FAR 52.232-18

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
(See SF30 Comments (Block 14) Continuation Sheet)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) CHUCK WINTERLOCK SFP MW DELIVERY	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CAMILLE D. PETTWAY 470-719-6514 Contract Specialist
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Camille D. Pettway BY Pettway (Signature of Contracting Officer)
15C. DATE SIGNED 12.8.16	16C. DATE SIGNED 12/13/2016 EFFECTIVE

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
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KENTUCKY PUBLIC SERVICE COMMISSION

Talina R. Mathews
EXECUTIVE DIRECTOR

Digitally signed by Talina R. Mathews
DN: c=US, o=U.S. Department of the Treasury, ou=Internal Revenue Service, ou=People, serialNumber=242429, cn=Camille D. Pettway
Date: 2016.12.13.05:58:51 -0500

STAMP 12/26/2017
Prescribed by GSA
PURSUANT TO 48 CFR 5.011 SECTION 9 (1)
FAR 48 CFR 53.243

SF30 Comments (Block 14) Continuation Sheet

Electric Services

Modification 0025, to order TIRSE-12-T-00008, is issued to:

a. Amend authorization form (Exhibit A), to order dual electric feeds [Backup Delivery Point Capacity Rider (Reserve Capacity)], in the estimated amount of [REDACTED] x 4/months.), for the period of 01/01/17-04/26/17, and to incorporate the service other terms and conditions into the order (see attached Amendment 0001, Exhibit A and Exhibit A-1).

b. Add Sub CLIN 5001A to add funding in the amount of [REDACTED] for the dual electric feeds in accordance with paragraph a. Funds are available in the amount of [REDACTED]/mo. for the period of 01/01/2017-01/31/2017, and are added to the contract as identified below.

Sub CLIN 5001A is increased from \$0.00 by [REDACTED] to [REDACTED].

As result of this modification, the total order dollar amount is:

Increased from: [REDACTED]
By: [REDACTED]
For a new total of: [REDACTED]

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR <i>Talina R. Mathews</i>
EFFECTIVE 1/20/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Section B
SUPPLIES OR SERVICES AND PRICES/COSTS**

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
5001	Option Year V 10/01/2016-04/26/2017 Estimated Average Monthly Cost: [REDACTED] Estimated Option Period Cost: [REDACTED] x 7 months = [REDACTED]	1.00	AJ	[REDACTED] NTE	[REDACTED] NTE

Funds are presently available in the amount of [REDACTED] (10/01/16-12/31/16) for this contract action. Any additional Governmental obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. It is anticipated that once a full year's appropriation is enacted and the FY17 budget is received, funds totaling [REDACTED] (10/01/16-04/26/17), will be provided.

Accounting and Appropriation Data:

Fund	Cost Center	Functional Area	Material Group	Internal Order
17170919D	RKY0085	3D	2331	4DC01
5001A	Electric Dual Feeds [Backup Delivery Point Capacity Rider (Reserve Capacity)], in accordance with the Amended Exhibit A and Exhibit A-1.	1.00	MO	[REDACTED] \$0.00

Estimated Average Monthly Cost: [REDACTED]

Period of Services 01/01/17-04/26/17

Estimated Period Cost: [REDACTED] x 4 months = \$ [REDACTED]

Funds are presently available in the amount of [REDACTED] (01/01/17-01/31/17) for this contract action. Any additional Governmental obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. It is anticipated that once a full year's appropriation is enacted and the FY17 budget is received, funds totaling [REDACTED] (01/01/17-04/26/17), will be provided.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews
EXECUTIVE DIRECTOR**

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1/20/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

TIRSE-12-T-00008 MOD# 0025

Accounting and Appropriation Data:

Fund	Cost Center	Functional Area	Material Group	Internal Order
17170919D	RKY0085	3D	2331	4DC01 [REDACTED]

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

TIRSE-12-T-00008 MOD# 0025

AMENDMENT 0001- EXHIBIT "A"

Duke Energy Kentucky, Inc.
AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE,
OR DISCONNECTION OF ELECTRIC SERVICE UNDER
CONTRACT NO GS-OOP-07-BSD-0521

Ordering Agency Internal Revenue Service (IRS), Office of Field Procurement Business Operation Branch, Southeast Area
Address 2888 Woodcock Boulevard, Suite 300, Stop 80-N, Atlanta, GA 30341
Pursuant to Contract No GS-OOP-07-BSD-0521 between the Contractor and the United States Government and subject to all the provisions thereof,
service to the United States Government under such contract shall be rendered or modified as hereinafter stated Contract Article 2 and 4 shall be
followed for the initiation of service under this contract

PREMISES TO BE SERVED IRS (Account Numbers: [Redacted])
SERVICE ADDRESS 200 West Fourth Street, Covington, KY 41011

NATURE OF SERVICE [] Connect, [] Change, [] Disconnect, [X] Continue Service, [] Line Extension, Alteration, Relocation,
or Reinforcement, [] Metering, [] Special Facilities, [] Ancillary Services [X] Other - Back Delivery Point Capacity Service

OTHER TERMS AND CONDITIONS: Delivery Order Number TIRSE-12-T-00008 -
Attach any other relevant terms and conditions under which service will be provided - Backup Delivery Point Capacity Service
Other Terms and Conditions (see attached Exhibit A-1)

POINT OF DELIVERY Secondary terminals of the Contractor owned transformer at the above premises
TERM OF SERVICE 04/28/2012 through 09/30/2012 or the five months period that coincides with the Contractor's billing cycle that includes
and ends on or about 09/30/2012 or thereafter, plus four twelve month options plus one seven month option that coincide with contractor's
billing period that ends or about 04/26/2017. Also, Includes option to extend services up to six months.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO DT (Time of Day Rate for Service at Distribution Voltages) and DS
(Service at Secondary Distribution Voltages)

* Hereafter amended or modified by the regulatory body having jurisdiction (See article 5 of this contract)

ESTIMATED ANNUAL ENERGY USAGE Based on historical data ESTIMATED DEMAND

ESTIMATED ANNUAL SERVICE COST Total estimated cost for base period plus renewal option periods - [Redacted]

ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE N/A (if applicable) **

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE As designated by annual appropriation for service.
FOR CONNECTION/SPECIAL FACILITIES CHARGE N/A

FOR ANY SERVICE NOT SUBJECT TO COMMISSION APPROVAL, the Contracting Officer may consider the following clauses, if applicable,
for the service to be provided under this Authorization (Check applicable clauses)

- (1) 52 211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2) 52 241-4 Change in Class of Service (FEB 1995)
(3) 52 241-3 Scope and Duration of Contract (FEB 1995)
(4) 52 241-5 Contractor's Facilities (FEB 1995)
(5) 52 241-11 Multiple Service Locations (FEB 1995)
(6) 52 243-1 Changes-Fixed Price (AUG 1987)
(7) 52 249- Default () (Specify appropriate Clause)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS IN ONE (1) COPIES
INTERNAL REVENUE SERVICE
BECKLEY FINANCE CENTER
P O Box 9002
Beckley, WV 25802

The foregoing shall be effective as of April 28, 2012 and upon execution of the Authorization by the Contractor and the ordering Agency
ACCEPTED:

INTERNAL REVENUE SERVICE
(Ordering Agency)
Camille D. Pettway
By: _____
Authorized Signature

Title: Contracting Officer
Date: 12/13/2016

DUKE ENERGY KENTUCKY, INC.
By: _____
Authorized Signature
KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews
EXECUTIVE DIRECTOR
Date: 12 8 16 Talina R. Mathews
EFFECTIVE
1/20/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
Energy Center of Expertise (PLA) General Services

* Include a reference to the applicable rate schedule, and attach a copy of such schedule
supplemental agreements or sheets that cover required connection or extension charges and special
this Contract for instructions) ** If necessary, attach and make part hereof
facilities or service arrangements (See Article 5 of

**Exhibit A-1
Backup Delivery Point Capacity Service
Other Terms and Conditions**

1. Reserve Capacity

The Contractor shall reserve on the Government's behalf [REDACTED] of capacity as Reserve Capacity Service on the Contractor's distribution facilities that are interconnected to the Government's Premises to be Served in accordance with the terms, conditions, and limitations set forth herein ("Reserve Capacity Amount"), and pursuant to the Multiple Feed Government Information and Switching Procedure ("Switching Procedure") set forth in Exhibit A-1. If a Switching Procedure is not available or agreed to at the time of execution of this Exhibit A-1, the Contractor and the Government shall develop and agree upon such a Switching Procedure within 120 days of execution of this Exhibit A-1, and they will follow the Interim Switching Procedure described below until such time as the Switching Procedure is completed. Such Switching Procedure shall be part of this Exhibit A-1, as if fully set forth herein, except that changes to such Switching Procedure shall not be deemed to be amendments to this Exhibit A-1. The Parties may agree from time to time to change the Switching Procedure; such changes shall be set forth in writing and shall thereafter be deemed to be part of this Exhibit A-1 as if fully set forth herein. The Government understands that the development of the Switching Procedures will require an inventory and analysis of Government equipment and operations to develop a safe protocol for the switching of equipment with Automatic Throw-Over Capabilities ("ATO") and/or Government operated manual tie capabilities ("COMT"); and shall provide the Contractor with access to and information regarding the Government's equipment and operations.

- a. Interim Switching Procedure The Government and the Contractor shall follow the below interim switching procedure until such time as an actual Switching Procedure is developed and agreed upon:
 - i. The Government may continue to operate equipment in ATO and/or COMT.
 - ii. The Government shall coordinate any planned or restoration switching/transferring between circuits with the Contractor's Large Account Management (LAM) group and/or Distribution Control Center (DCC);
 - iii. The Government shall be responsible for operating its own equipment.

- b. The Contractor may, at its discretion, install electric monitoring equipment ("Monitoring Equipment") at the Government's facility necessary to allow the Contractor to perform real time monitoring of current, voltage, real and reactive power on each of the Government's service connections. Installation, operation, and maintenance of the Monitoring Equipment will be at the Contractor's sole cost and responsibility. The Government shall provide those reasonable accommodations necessary to permit the Contractor to install, operate, and maintain the Monitoring Equipment.

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- c. The Government shall be solely responsible for operation of its equipment as set forth in the Switching Procedure.

2. Fees

- a. In accordance with the Contractor's Electric Tariff, Rider BDP, Backup Delivery Point Capacity Rider, the Government shall pay a monthly fee ("Reserve Capacity Fee") equivalent to the Backup Delivery Point Capacity Amount times the unbundled distribution and/or transmission demand charges set forth in the Contractor's Electric Tariff, rate schedule **Rate DT** for the Term of this Exhibit A-1, or until such time, if any, that the Government or the Contractor determines that additional Reserve Capacity is required. This Reserve Capacity Fee shall initially be [REDACTED] per month; it shall be subject to change if and when a change in the Contractor's retail electric rates is approved by the Commission. In such an event, the Contractor will notify the Government of the new monthly fee sixty (60) days prior to imposing that new fee. The Reserve Capacity Fee shall become effective on the date the Reserve Capacity Service(s) becomes available to the Government.
- b. Pursuant to the Rider BDP, the Contractor reserves the right to charge a connection fee to Government if an additional metering point is required. If the underlying order does not provide this, the order would need to be modified.

3. Additional Reserve Capacity

- a. If the Contractor reasonably determines that the Government requires additional Reserve Capacity ("Additional Reserve Capacity") above the Reserve Capacity Amount, the Contractor shall notify the Government and, after discussion with Government, may, in its reasonable judgment, increase the Reserve Capacity Amount by the Additional Reserve Capacity. In such an event, the Contractor shall provide written notice to the Government that it is increasing the Reserve Capacity Amount by the Additional Reserve Capacity, and this Exhibit A-1 shall be deemed to be amended to give it effect. If the Contractor determines that it cannot reasonably provide Additional Reserve Capacity to the Government without additional system improvements, the Contractor shall so notify the Government. The Government shall be responsible for any and all costs necessary to improve the system to provide the Additional Reserve Capacity. The Contractor shall provide a written estimate of such costs to the Government, and upon written approval from the Contracting Officer will either proceed with the Additional Reserve Capacity or terminate this Exhibit A-1.

KENTUCKY
POWER SERVICE COMMISSION

Talina R. Mathews
EXECUTIVE DIRECTOR

Talina R. Mathews

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1/20/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- b. If Government determines that it requires Additional Reserve Capacity, the Government may request that the Contractor increase the Reserve Capacity Amount by the Additional Reserve Capacity. The Contractor may, in its sole discretion, increase the Reserve Capacity Amount by the Additional Reserve Capacity. In such an event, the Contractor shall provide written notice to the Government that it is increasing the Reserve Capacity Amount by the Additional Reserve Capacity, and this Exhibit A-1 shall be deemed to be amended to give that effect. If the Contractor reasonably determines that it cannot provide the Additional Reserve Capacity to the Government, the Contractor shall so notify the Government. The Government shall be responsible for any and all costs necessary to improve the system to provide the Additional Reserve Capacity. The Contractor shall provide a written estimate of such costs to the Government, and upon written approval from the Contracting Officer will either proceed with the Additional Reserve Capacity or terminate this Exhibit A-1.
4. Limitations on Service(s) - The Contractor shall make reasonable provisions to supply the Reserve Capacity Service, but it does not guarantee a constant or uninterrupted supply of electricity from the Principal Service(s) or Reserve Capacity Service sources. Where provision of Reserve Capacity Service to the Government creates a potential risk to the Contractor's electric delivery system or its ability to provide service to other customers in the reasonable judgment of Contractor, the Contractor reserves the right to take immediate action to suspend Reserve Capacity Service, including disconnecting the electric distribution facilities providing Reserve Capacity Service; the Contractor shall send the Government written notice at least twenty-four (24) hours prior to such an action being taken. During such times that the Government is utilizing Reserve Capacity Service due to an outage on its Primary Service(s), the Contractor shall not be obligated to reserve additional capacity to back up the Reserve Capacity Service. Additionally, the Contractor shall be entitled to perform maintenance of its facilities during which time the Government may not have access to the Reserve Capacity Service. Moreover, the Contractor shall not be liable for any damage or claim(s) of damage attributable to any interruption or reversals of service caused by accident or casualty, extraordinary action of the elements, action of any governmental authority, or by any other cause which the Contractor could not have reasonably foreseen and made provisions against, unless due to the gross negligence or intentional misconduct of the Contractor. Nothing in this Exhibit A-1 shall be deemed to prevent the Contractor from operating its system in accordance with its Electric Tariff, applicable Commission and other governmental regulations, and good industry practices. The Government acknowledges that the Reserve Capacity Amount may not be available during times of Contractor system emergencies, whether or not such emergencies directly affect the Reserve Capacity or Primary Service(s).

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5. Excess Demand - The Contractor does not guarantee or warrant that the Reserve Capacity Service will be available beyond the Reserve Capacity Amount level. If the Government's Premises to be Served demand exceeds the Reserve Capacity Amount, the Government shall immediately implement a curtailment plan to reduce its peak electric demand by curtailing non-essential load or by utilizing some other means to obtain an imposed loading of the Reserve Capacity Amount or less. If the Government fails to implement such curtailment, termination by the Contractor is subject to the Disputes Clause.
6. Reduction in Demand - If the Government experiences a long-term reduction in Premises to be served demand or otherwise desires to reduce the Reserve Capacity Amount, the Government and the Contractor may agree to reduce the Reserve Capacity Amount consistent with its purpose and subject to all terms and conditions of this Exhibit A-1 including, without limitation, Paragraph 4. When the Government and the Contractor agree to a new Reserve Capacity Amount, Exhibit A-1 will be amended accordingly.
7. Limitation of Liability - The Contractor shall not be held responsible by the Government for any interruption or damages attributed to the Government's failure to conform to the Reserve Capacity Amount demand limit.
8. Changes in Facilities - If during the Term of this Exhibit A-1, the Government requests the Contractor to temporarily or permanently relocate, rearrange, or alter any or all of the facilities required to provide Reserve Capacity Service, and the Contractor agrees to do so, an agreement which shall not be unreasonably withheld, the Government shall reimburse the Contractor for all reasonable, necessary, and documented costs associated with that action. However, any changes shall have prior written approval by the Contracting Officer and be incorporated into the order by a bilateral modification.
9. Term and Termination - The term of this Exhibit A-1 shall be for a period up to 60 months. The order shall not automatically continue, services cannot continue without a new order in place. Upon termination of this Exhibit A-1, the Contractor may, at its sole discretion, remove the Facilities.
10. Preventative Maintenance and Testing - The Contractor shall continue a reasonable preventive maintenance and testing program to ensure that all related equipment remains in sound operating condition.
11. Required Rights - If the Contractor is unable to obtain, without cost, all required permits, rights-of-way, and easements, or any other documents or approvals necessary for the installation on Government property of the facilities or Reserve Capacity Service, this Exhibit A-1 shall be null and void. In such an event, neither party shall have any obligations whatsoever to the other party.

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1/20/2017
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12. Grants of Easement - The Government shall, contemporaneously with the execution of this Exhibit A-1, and without cost to the Contractor, execute and deliver to the Contractor grants of easement requested by the Contractor in the form prescribed by the Contractor, granting the Contractor the right to construct, maintain, operate, and remove the facilities to be located upon the Government's property.
13. Billing Determinants - For billing purposes, the kilowatt hours and kilowatts registered on any and all meters providing Primary Service(s) and Reserve Capacity Service to the Government's Premises to be served shall be bulked together in accordance with the Contractor's standard practice for bulking interval meters.

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EFFECTIVE 1/20/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Duke Energy Kentucky, Inc.
4580 Olympic Blvd.
Erlanger, KY 41018

KY.P.S.C. Electric No. 2
First Revised Sheet No. 79
Cancels and Supersedes
Original Sheet No. 79
Page 1 of 2

RIDER BDP

BACKUP DELIVERY POINT CAPACITY RIDER

BACKUP DELIVERY POINT (TRANSMISSION/DISTRIBUTION) CAPACITY

The Company will normally supply service to one premise at one standard voltage at one delivery point and through one meter to a Non-Residential Customer in accordance with the provisions of the applicable rate schedule and the Electric Service Regulations. Upon customer request, Company will make available to a Non-Residential Customer additional delivery points in accordance with the rates, terms and conditions of this Rider BDP.

NET MONTHLY BILL

1. Connection Fee
The Connection Fee applies only if an additional metering point is required and will be based on customer's most applicable rate schedule.
2. Monthly charges will be based on the unbundled distribution and/or transmission rates of the customer's most applicable rate schedule and the contracted amount of backup delivery point capacity.
3. The Customer shall also be responsible for the acceleration of costs, if any, that would not have otherwise been incurred by Company absent such request for additional delivery points. The terms of payment may be made initially or over a pre-determined term mutually agreeable to Company and Customers that shall not exceed the minimum term. In each request for service under this Rider, Company engineers will conduct a thorough review of the customer's request and the circuits affected by the request. The customer's capacity needs will be weighed against the capacity available on the circuit, anticipated load growth on the circuit, and any future construction plans that may be advanced by the request.

SPECIAL TERMS AND CONDITIONS

The Company will provide such backup delivery point capacity under the following conditions:

1. Company reserves the right to refuse backup delivery capacity to any Customer where such backup delivery service is reasonably estimated by Company to impede or impair current or future electric transmission or distribution service.
2. The amount of backup delivery point capacity shall be mutually agreed to by the Company and the Customer because the availability of specific electric system facilities to meet a Customer's request is unique to each service location.
3. System electrical configurations based on Customer's initial delivery point will determine whether distribution and/or transmission charges apply to Customer's backup delivery point.
4. In the event that directly assigned facilities are necessary to attach Customer's backup delivery point to the joint transmission or distribution systems, Company shall install such facilities and bill Customer the Company's full costs for such facilities and installations.

Issued pursuant to an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Talina R. Matthews
EXECUTIVE DIRECTOR

EFFECTIVE
1/20/2017
Effective: September 30, 2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Issued: September 29, 2010

Issued by Julie Janson, President

Duke Energy Kentucky, Inc.
4580 Olympic Blvd.
Erlanger, KY 41018

KY.P.S.C. Electric No. 2
First Revised Sheet No. 79
Cancels and Supersedes
Original Sheet No. 79
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SPECIAL TERMS AND CONDITIONS (Contd.)

- 5. Energy supplies via any backup delivery point established under this Rider BDP will be supplied under the applicable rate tariff and/or special contract.
- 6. Company and the Customer shall enter into a service agreement with a minimum term of five years. This service agreement shall contain the specific terms and conditions under which Customer shall take service under this Rider BDP.
- 7. Company does not guarantee uninterrupted service under this rider.

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to the Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission.

Issued pursuant to an Order of the Kentucky Public Service Commission dated ~~December 21, 2006~~ in Case No. 2006-00172.

Issued: September 29, 2010

Issued by Julie Janson, President

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR
<i>Talina R. Mathews</i>
EFFECTIVE
1/20/2017 Effective: September 30, 2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)