

SUPPLEMENTAL CONTRACT FOR EXCESS FACILITIES RIDER SERVICE

This supplemental contract for Excess Facilities Rider service (“EF Contract”) is made and entered into this 13 day of October, 2011, by and between Flex Films USA LLC (“Customer”) and Kentucky Utilities Company (“Company”).

WITNESSETH:

WHEREAS, the Company is in the business of providing electric service in the Commonwealth of Kentucky;

WHEREAS, the Customer owns and operates a Bopet Films Manufacturing Facility located in and about 1221 North Blackbranch Road, Elizabethtown, KY 42701 (the “Facility”); and

WHEREAS, the Company is providing electric service to Customer under the terms, conditions, and pricing contained a standard rate schedule from the Company pursuant to a Contract for Electric Service dated 10/13/2011; and

WHEREAS, the Customer desires to have available to it certain service facilities which are in excess of the standard facilities that would normally be provided by the Company.

NOW, THEREFORE, in consideration of the mutual agreements made herein, the parties agree as follows:

The Company’s rates, terms and conditions for the provision of electric service to the Customer, and Customer’s obligations, rights and responsibilities to the Company for the supply of electric service are specified in and determined by applicable schedules, terms and conditions of service set forth in the Company’s tariffs on file with an

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Kentucky Public Service Commission ("PSC"), and by the terms of the Contract for Electric Service. The Company's Rates, Terms and Conditions for Furnishing Electric Service, as filed with and approved by the PSC, both in effect now and in the future, are incorporated by reference and made a part of this EF Contract as if fully set forth herein.

This EF Contract is supplemental to, and by agreement made a part of, the Contract for Electric Service for the purpose of governing the provision of excess facilities ("EF") service to the Customer.

The Company agrees to furnish, and the Customer agrees to take, EF service pursuant to the terms and conditions of Standard Rider EF, as currently approved by the PSC or as may be modified in the future and approved by the PSC.

The initial term of this EF Contract shall be five years. The term of this EF Contract shall automatically extend beyond such initial term until such time as the Company has received notice of the Customer's desire to no longer take service under Standard Rider EF, which notice shall be provided to the Company at least one month in advance of discontinuing service under Standard Rider EF.

The Company reserves the right, at its sole option, to decline to provide service hereunder for any project: (a) that exceeds \$100,000.00; or (b) where the Company does not have sufficient expertise to install, operate, or maintain the facilities; or (c) where the facilities do not meet the Company's safety requirements; or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.

The Company may terminate this EF Contract at any time for Customer non-compliance with the terms and conditions of Standard Rider EF, this EF Contract, or the Contract for Electric Service. Such termination will only effect the application of, and Customer's

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service under, the Standard Rider EF and this EF Contract, and shall not affect the application of, or Customer's service under, the Contract for Electric Service.

Pursuant to the terms of Standard Rider EF, the Customer is electing to pay for EF, which will take the form of:

(Check where applicable)

_____ a one-time payment of _____ plus a monthly Operating Expense Charge of _____.

And,

a monthly Carrying Cost Charge plus a monthly Operating Expense Charge of \$2,639.38 based on an installed cost of \$177,139.71.

The Company hereby agrees to lease to Customer a pro-rata share of the leased facilities. This lease shall be on a non-exclusive basis, it being understood by Customer that the Company and others will continue to utilize the Facilities during the term hereof. A map of the area is attached as "exhibit A". A list of the leased facilities and additional information is included as "exhibit B" hereto and made a part of this EF Contract. The EF charges shall be incorporated with the bill for electric service issued pursuant to the Contract for Electric Service and will be subject to the same payment provisions as the Contract for Electric Service.

The Company shall maintain all operational control of the leased facilities, and Customer shall cooperate as requested by the Company from time to time in the Company's efforts to maintain and operate the leased facilities in a commercially reasonable manner.

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Customer shall indemnify, defend, and hold the Company harmless from any costs, expenses, or other losses associated with damage to the Facilities due to the negligence or willful misconduct of Customer or its agents.

In no event shall the Company be liable to Customer under this agreement, in tort, or otherwise, for any consequential, incidental, special, or indirect damages, including without limitation any losses of revenue, whether or not the Company had been advised of the possibility of such damages. This waiver of damages shall apply notwithstanding the theory, whether in contract, tort, statutory, or otherwise, in which Customer's claim might be pursued.

All notices and other communications hereunder shall be in writing and shall be delivered by prepaid first class registered or certified mail, return receipt requested, addressed as follows:

If to the Company:	Louisville Gas and Electric Company 220 West Main Street Louisville, Kentucky 40202 Attention: <u>Lawrence Prince</u>
If to the Customer:	<u>Flex Films USA, Inc.</u> <u>1221 Black Branch Road</u> <u>Elizabethtown, KY 42701</u> Attention: <u>Ram Srivastav</u>

Each party shall have the right to designate a different address for notices to it by notice similarly given.

This EF Contract shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. However, no assignment of any rights, duties or obligations hereunder by the Customer shall have any affect whatsoever unless approved in writing by

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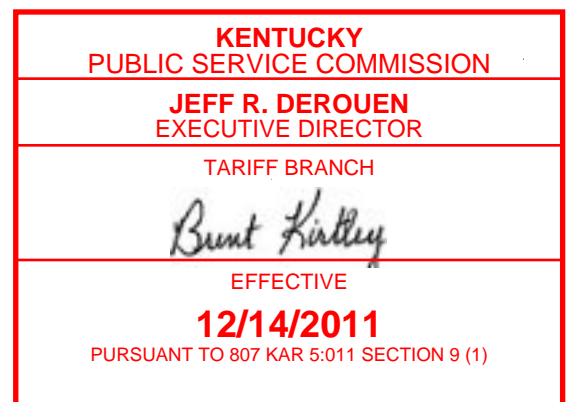
the Company in advance of such assignment. Nothing herein shall be construed to confer a benefit on any person not a signatory hereto or the successor to a signatory hereto.

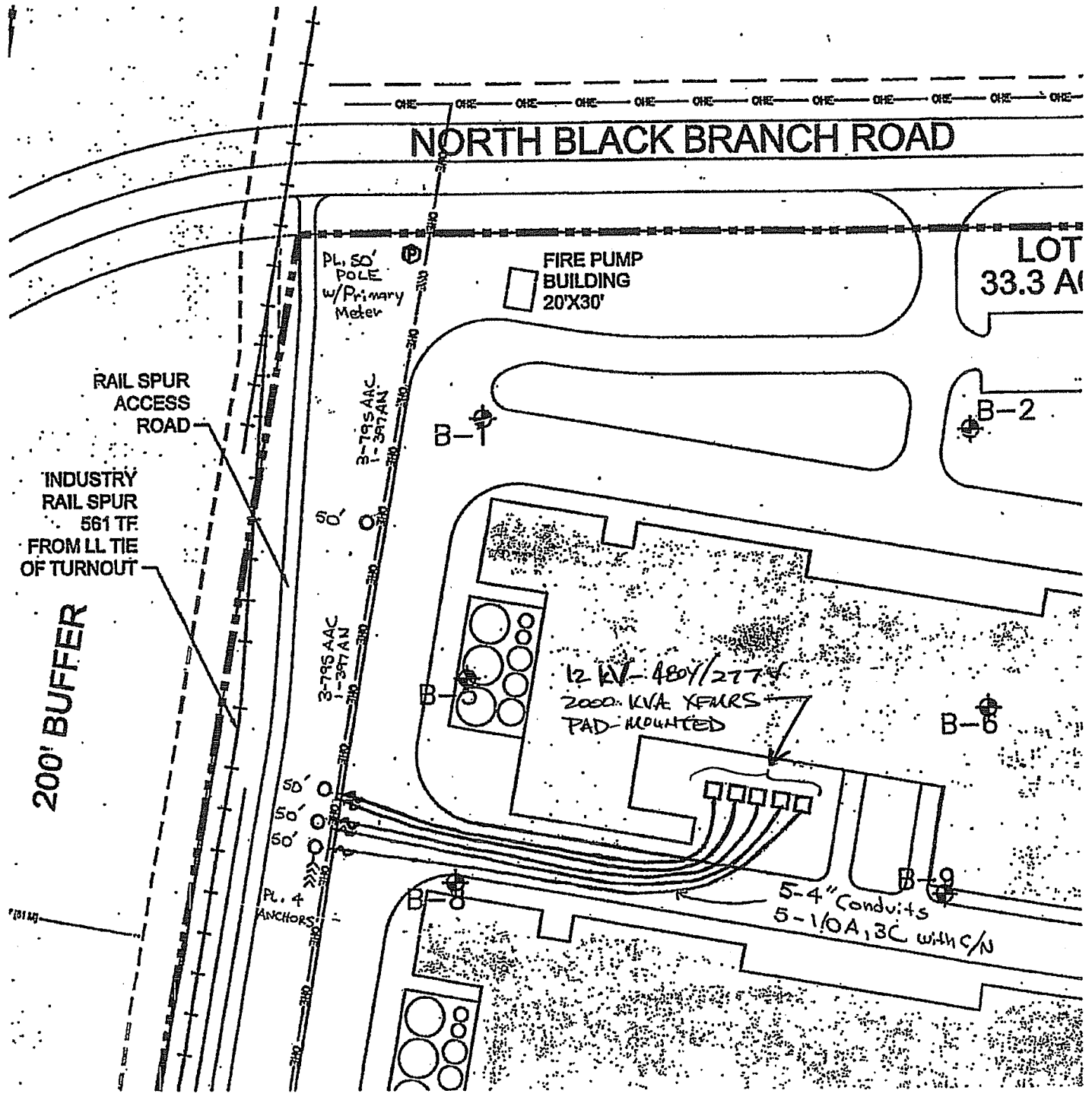
All disputes arising between the Customer and the Company hereunder shall be finally decided by the PSC in accordance with its applicable rules and procedures.

This EF Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be executed by their duly authorized officers or their representatives this ___13___ day of ___October___, 2011.

Flex Films USA LLC	Kentucky Utilities Company
By: <u>2000 2000</u>	By: <u>Brad Seaw</u>
Title: <u>BUSINESS HEAD</u>	Title: <u>Community & Economic Development</u>





WFLX LIMITED INC.
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 JEFF R. DEROUEN
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 LEASED FACILITIES, KUCO
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UFLEX Limited Incorporated
Leased Facilities Agreement
Exhibit "B"

Equipment Leased	Quantity	Total Installed Cost \$
Anchor, 7/16	4	752.52
Arrestor, Distribution OH 9 kV Polymer	15	830.65
Arrestor, Distribution UG 10 kV UGDF Elbow	15	1,401.00
Standoff Bracket	20	689.10
Crossarm Brace, 60 in	3	176.61
Hot Line Clamp	15	1,473.40
Clamp, Side 795	3	180.38
200A Fused Loadbreak Cutout 12kV	15	2,278.70
Conduit, PVC 4" Schedule 40	100'	248.40
Conduit, PVC 4" Schedule 80	50'	168.15
125A Fuse Link	15	236.60
Ground Bus for Pad-Mounted Transformer	5	80.50
Driven Ground, Ground Rod	8	347.09
Pole Ground	4	155.88
Down Guy	4	168.35
Down Guy Guard	4	33.42
Porcelain Pin Insulator	9	84.18
Polymer Suspension Insulator	6	244.82
Pole Top Pin Insulator	3	72.45
Pin Insulator, 5/8INx6IN	6	60.45
50' Wood Pole, Class 3	4	3,372.04
1/0 Underground 3 Conductor 15 kV Cable	1,100'	7,743.13
397 ACSR Primary OH Wire	480'	856.22
795 ALL Primary OH Wire	1440'	4,358.04
1-Wire Rack	5	77.95
Elbow Terminator, OH cable	15	1,178.20
Elbow Terminator, Underground Conductor	15	2,429.10
8' Crossarm	3	224.04
8' Crossarm Mounting Assembly	9	1,339.34
Crossarm Deadend Assembly	1	338.55
2000 kVA Pad Mounted Transformer, 12 kV - 480Y/277/3ph/4W	5	145,540.45

Total Installed Equipment Cost

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