CONTRACT FOR ELECTRIC SERVICE

| This contract made and entered into this and between Kentucky Utilities Company ("Company Berry Plastics Corporation") | day of July, Zo14 by y") and ("Customer"). | |
|--|---|--|
| WITNESSETH: | (castemer). | |
| Beginning See Comments | , or as soon thereafter as connection is made, | |
| Company will sell and deliver to Customer at 515 | Island Park Drive, Madisonville, KY 42431 | |
| all Customer's electric capacity and energy requirem | ents defined as 3 phase, 60 cycle, | |
| alternating current, nominal voltage at the point of de | livery of $12,470$ volts, | |
| metered and billed as Primary | service. | |
| Secondary, Primary, Transmission | | |
| Customer requires an estimated Contract Capacity of | 2,500 kVA or kW, as is appropriate. | |
| Each month Customer will pay to Company for all ca | pacity provided and energy delivered to Customer in | |
| the preceding billing period an amount determined in | accordance with the | |
| Time-of-Day Primary ("TODP") Rate | Schedule and, as may be appropriate, the | |
| Excess Facilities Rider ("EF") Ride | er, contract attached if required, and the | |
| Economic Development Rider ("EDR") Ride | er, contract attached if required, and the | |
| Ride | er, contract attached if required. | |
| Comments: This Contract for Electric Service ("CF and increases the Contract Capacity from 1,500 kVA to the prervious CES and an EDR. The EDR is effect approval by the Public Service Commission of Kentu | tive with the first full billing period following | |
| TARIFF PROVISIONS: It is mutually agreed that Company's terms and conditions and applicable rate schedule, as from time to time approved by and on file with the Public Service Commission of Kentucky, are made a part of this contract as fully as if written here. | | |
| IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives the day and year shown above. | | |
| authorized representatives the day and year shown ab | ove. | |
| KENTUCKY UTILITIES COMPANY | BERRY PLASTICS CORPORATION | |
| By Laurence W. Prince | By Third FUBLIC SERVICE COMMISSION | |
| Account Manager | Automotion CENECUTIVE DEFICION OFFICE BRANCH | |
| Attest | A Bunt Kirtley | |
| | EFFECTIVE | |
| | 8/9/2014 | |

SUPPLEMENTAL CONTRACT EXCESS FACILITIES RIDER

| This supplemental contract for Excess Facilities Rider service ("EF | Contract") is made and entered into |
|--|---|
| | and between Berry Plastics |
| Corporation (CA 300021646645) ("Customer") and K | Lentucky Utilities Company |
| ("Company"). | |
| | |
| WITNESSETH: | |
| | |
| WHEREAS, Company is in the business of providing electric | ic service in the Commonwealth of |
| Kentucky; | |
| WHEREAS, Customer owns and operates a manufacturing facili in and about 515 Island Park Drive, Madisionville, KY 42431 | ity ("Facility") located ; and |
| in and about 515 island I ark Diffee, MadisionVine, K1 42451 | , and |
| WHEREAS, Company is providing electric service to Customer ur contained in standard rate schedule TODP pursuant to 3 July 2014; and | nder the terms, conditions, and pricing a Contract for Electric Service dated |
| WHEREAS, Customer desires to have available to it certain servi standard facilities that would normally be provided by Company. | ce facilities which are in excess of the |
| NOW, THEREFORE, in consideration of the mutual agreement follows: | nts made herein, the parties agree as |
| Company's rates, terms and conditions for the provision of electric obligations, rights and responsibilities to Company for the supply determined by applicable schedules, terms and conditions of service with and approved by the Kentucky Public Service Commissio Contract for Electric Service. Company's Rates, Terms and Condifiled with and approved by the PSC, both in effect now and in the and made a part of this EF Contract as if fully set forth herein. | of electric service are specified in and e set forth in Company's tariffs on file on ("PSC"), and by the terms of the tions for furnishing electric service, as |
| This EE Contract is supplemental to and by agreement made a ne | nt of the Contract for Floatric Service |
| This EF Contract is supplemental to, and by agreement made a pa for the purpose of governing the provision of excess facilities ("EF" | KENTHOKY |
| Company agrees to furnish, and Customer agrees to take, EF service | - |
| Standard Rider EF, as currently approved by the PSC or as may be the PSC. | тоаттеа иг ше <mark>гдинневидуюр</mark> ргоуеа бу |
| HE FSC. | Bunt Kirtley |
| | EFFECTIVE CONTRACTOR |
| | 8/9/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

| 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 Company has received notice of Customer's desire to no longer take service under Standard Rider EF, which notice shall be provided to Company at least one month in advance of discontinuing service under Standard Rider EF. | | |
|--|--|--|
| 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 Company does not have sufficient expertise to install, operate, or maintain the facilities; or (c) where the facilities do not meet Company's safety requirements; or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term. | | |
| Company may terminate this EF Contract at any time for Customer's failure to comply with the terms and conditions of Standard Rider EF or this EF Contract. Such termination will only effect the application of, and Customer's 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 Rider EF and effective with the Sept. 2013 billing cycle Payment for service under EF in the form of: (check applicable option) Customer elects | | |
| A one-time payment of plus a Monthly Charge of | | |
| Or, | | |

A list of the leased facilities and additional information is included as "Attachment A" 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. Should the facilities provided under this Excess Facilities Rider suffer failure, the monthly charge will be adjusted to reflect the installed cost of the replacement facilities. No adjustment in the monthly charge from a revision to the installed cost will be made during the initial five (5) year term of contract.

A Monthly Charge of \$4,037.95

based on an installed cost of

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

Customer shall indemnify, defend, and hold 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, to the extent allowed by law. In no event shall Company be liable to **KENDUCKU**nder this agreement, in tort, or otherwise, for any consequential, incidental, special, of many losses of revenue, whether or not Company had been adviced to the property 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.

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\$325,640.87

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

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 Company If to Customer Kentucky Utilities Company **Berry Plastics Corporation** 220 West Main Street P.O. Box 959 Louisville Kentucky 40202 Evansville, IN 47706-0959 Attn: Accounts Payable Attn: Lora Aria 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 Customer shall have any effect whatsoever unless approved in writing by 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 Customer and 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, Customer and Company have caused this Agreement to be executed by their duly authorized officers or representatives this **Berry Plastics Corporation** Kentucky Utilities Company

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Bv:

Customer

Title

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN EXECUTIVE DIRECTOR

TARIFF BRANCH

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8/9/2014

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

Attachment A

Overhead and underground equipment associated with seven 2000 kVA, 12,470 volt to 277/480Y volt transformers and one 2500 kVA, 12,470 volt to 277/480Y volt transformer.

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN EXECUTIVE DIRECTOR

TARIFF BRANCH

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8/9/2014

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