P.S.C. Electric No. 11, Original Sheet No. 51

Standard Rate Rider

CSR-2 Curtailable Service Rider-2

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rider shall be limited to customers served under applicable power schedules who contract for not less than 1,000 kVA individually, and executed a contract under this rider or gave notice of interest in participating in this rider prior to July 1, 2017. Those customers giving notice of interest by July 1, 2017 may elect to begin participating in this rider no later than January 1, 2019. No additional customers or additional load of existing customers may participate in this rider after January 1, 2019. The aggregate service under CSR1 and CSR2 for Louisville Gas and Electric Company is limited to 100 MVA in addition to the contracted curtailable load under P.S.C. No. 7, CSR1 for Louisville Gas and Electric Company as of August 1, 2010. As used herein, the term "Companies" refers collectively to Louisville Gas and Electric Company and Kentucky Utilities Company.

CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed three hundred and seventy-five (375) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time. Company may request or cancel a curtailment at any time during any hour of the year.

Company may request at its sole discretion physical curtailment no more than 20 times per calendar year totaling no more than 100 hours. Company will request physical curtailment only when more than 10 of the Companies' primary combustion turbines (CTs) (those with a capacity greater than 100 MW) are being dispatched, irrespective of whether the Companies are making off-system sales. However, to avoid a physical curtailment a CSR customer may buy through a requested curtailment at the Automatic Buy-Through Price. Any buy-through of a physical curtailment request will not count toward the 100-hour limit or 20-curtailment-request limit, but will count toward the 275 hours under the buy-through option discussed below. If all available units have been dispatched or are being dispatched, the Company may request physical curtailment without a buy-through option. After receiving a physical curtailment request from the Company where a buy-through option is available, a CSR customer will have 10 minutes to inform the Company whether the customer elects to buy through or physically curtail. If the customer elects to physically curtail, the customer will have 30 minutes to carry out the required physical curtailment (i.e., a total of 40 minutes from the time the Company requests curtailment to the time the customer must implement the curtailment). If a customer does not respond within 10 minutes of notice of a curtailment request from the Company, the customer will be assumed to have elected to buy through the requested curtailment, subject to any prior written agreement with the customer. After receiving a physical curtailment request from the Company when no buy-through option is available. a CSR customer will have 40 minutes to carry out the required physical curtailment.

July 7, 2017 DATE OF ISSUE:

DATE EFFECTIVE: July 1, 2017

ISSUED BY:

July 1, 2017 KENTUCKY PUBLIC SERVICE COMMISSION /s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

MAY 0 1 2019

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated June 22, 2017 and modified June 29, 2017

| KENTUCKY PUBLIC SERVICE COMMISSION |
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| John Lyons ACTING EXECUTIVE DIRECTOR |
| John S. Lycns |
| EFFECTIVE |
| PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |
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Standard Rate Rider

CSR-2 Curtailable Service Rider-2

Company may also request at its sole discretion up to 275 hours of curtailment per year with a buythrough option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtailable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtailable requirements. Customer's choosing to curtail rather than buy through during any of the 275 hours of Company-requested curtailment with a buy-through option each year shall not reduce, diminish, or detract from the 100 hours of physical curtailment Company may request each year. For such curtailments, Company will give no less than sixty (60) minutes notice when either requesting or canceling a curtailment.

Curtailable load and compliance with a request for curtailment shall be measured in one of the following ways:

Option A -- Customer may contract for a given amount of firm demand in kVA. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the actual kWh during any requested curtailment and the contracted firm demand multiplied by the time period (hours) of curtailment [Actual kWh – (firm kVA x hours curtailed)]. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.

Option B -- Customer may contract for a given amount of curtailable load in kVA by which Customer shall agree to reduce its demand at any time by such Designated Curtailable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum demand in kVA immediately prior to the curtailment less the designated curtailable load. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtailment and the product of Customer's maximum load immediately preceding curtailment less Customer's designated curtailable load designated in the contract multiplied by the time period (hours) of a requested curtailment {Actual kWh – [(Max kVA preceding – Designated Curtailable kVA) x hours of requested curtailment]}.

Non-compliance for each requested physical curtailment shall be the measured positive value in kVA determined by subtracting (i) Customer's designated curtailable load from (ii) Customer's maximum demand immediately preceding the curtailment and then subtracting such difference from (iii) the Customer's maximum demand during such-curtailment.

DATE OF ISSUE: July 7, 2017 MAY 0 1 2019 **KENTUCKY** KENTUCKY PUBLIC DATE EFFECTIVE: July 1, 2017 SERVICE COMMISSION PUBLIC SERVICE COMMISSION John Lyons ACTING EXECUTIVE DIRECTOR **ISSUED BY:** /s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky ens Issued by Authority of an Order of the EFFECTIVE **Public Service Commission in Case No.** 7/1/2017 2016-00371 dated June 22, 2017 and modified June 29, 2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. Electric No. 11, First Revision of Original Sheet No. 51.2 Canceling P.S.C. Electric No. 11, Original Sheet No. 51.2

Standard Rate Rider

CSR-2 Curtailable Service Rider-2

RATE

Customer will receive the following credits for curtailable service during the month:
Transmission Voltage Service:\$ 5.90 per kVA of Curtailable Billing Demand
\$ 6.00 per kVA of Curtailable Billing DemandNon-Compliance Charge:\$16.00 per kVA

Failure of Customer to curtail when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtailment not met at the applicable standard charges. The Company and Customer may arrange to have installed, at Customer's expense, the necessary telecommunication and control equipment to allow the Company to control Customers' curtailable load. Non-compliance charges will be waived if failure to curtail is a result of failure of Company's equipment; however, non-compliance charges will not be waived if failure to curtail is a result of Customer's equipment. If arrangements are made to have telecommunication and control equipment installed, then backup arrangements must also be established in the event either Company's or Customer's equipment fails.

CURTAILABLE BILLING DEMAND

For a Customer electing Option A, Curtailable Billing Demand shall be the difference between (a) the Customer's measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., (EST) and (ii) for the months October continuously through April, from 6 A.M. to 10 P.M., (EST) and (b) the firm contract demand.

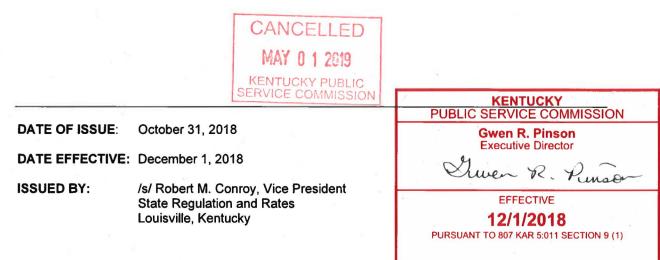
For a Customer electing Option B, Curtailable Billing Demand shall be the customer Designated Curtailable Load, as described above.

AUTOMATIC BUY-THROUGH PRICE

The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:

Automatic Buy-Through Price = NGP x .012000 MMBtu/kWh

Where: NGP is the Cash Price for "Natural Gas, Henry Hub" for the most recent day for which a price is posted that precedes the day in which the buy-through occurred.



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Standard Rate Rider

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CERTIFICATION

Upon commencement of service hereunder, the Customer shall be required to demonstrate or certify to the Company's satisfaction the ability to comply with physical curtailment. On an annual basis, Customer will be required to certify continued capability to reduce its demand pursuant to the amount designated in the contract in the event of a request for curtailment. Failure to demonstrate or certify the capability to reduce demand pursuant to the amount designated in the contract in the contract for curtailment.

TERM OF CONTRACT

The minimum original contract period shall be two (2) years and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed reasonably necessary by the size of the load or other conditions.

TERMS AND CONDITIONS

When the Company requests curtailment, upon request by the Customer, the Company shall provide a good-faith, non-binding estimate of the duration of requested curtailment. In addition, upon request by the Company, the Customer shall provide to the Company a good-faith, non-binding short-term operational schedule for their facility.

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.



DATE OF ISSUE: July 7, 2017

DATE EFFECTIVE: July 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

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