

Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 50

Standard Rate Rider

CSR10

Curtailable Service Rider 10

N

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rider shall be made available to customers served under applicable power schedules who contract for not less than 1,000 kilowatts individually. The aggregate service under P.S.C. No. 8, CSR10 and CSR30 for Louisville Gas and Electric Company is limited to 100 megawatts 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.

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 that may have both physical curtailments and buy-through options within the interval between the start and stop time. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than ten (10) minutes notice when either requesting or canceling a curtailment.

Company may request at its sole discretion up to 100 hours of physical curtailment per year without a buy-through option during system reliability events. For the purposes of this rider, a system reliability event is any condition or occurrence: 1) that impairs KU and LG&E's ability to maintain service to contractually committed system load; 2) where KU and LG&E's ability to meet their compliance obligations with NERC reliability standards cannot otherwise be achieved; or 3) that KU and LG&E reasonably anticipate will last more than six hours and could require KU and LG&E to call upon automatic reserve sharing ("ARS") at some point during the event. Company may also request at its sole discretion up to 275 hours of curtailment per year with a buy-through 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.

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, as measured on a 15-minute demand basis. 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 x hours curtailed]. The measured demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance, as measured on a 15-minute demand basis.

CANCELLED

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEBOUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Burt Kirtley

**EFFECTIVE
8/1/2010**

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

Date of Issue: August 6, 2010

Date Effective: August 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

Lonnie E. Bellar

Issued by Authority of an Order of the KPSC in Case No. 2009-00549 dated July 30, 2010

Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 50.1

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Curtable Service Rider 10

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Option B – Customer may contract for a given amount of curtable load by which Customer shall agree to reduce its demand at any time by such Designated Curtable Load. During a request for physical curtable, Customer shall reduce its demand to a level equal to the maximum 15-minute demand immediately prior to the curtable less the designated curtable load. During a request for curtable with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtable and the product of Customer's maximum load immediately preceding curtable less Customer's designated curtable load designated in the contract multiplied by the time period (hours) of a requested curtable $\{ \text{Actual kWh} - [(\text{Max kW preceding} - \text{Designated Curtable kW}) \times \text{hours of requested curtable}] \}$. Non-compliance for each requested physical curtable shall be the measured positive value determined by subtracting (i) Customer's designated curtable load from (ii) Customer's maximum demand immediately preceding the curtable and then subtracting such difference from (iii) the Customer's maximum demand during such curtable.

RATE

Customer will receive the following credits for curtable service during the month:

Transmission Voltage Service	\$ 5.40 per kW of Curtable Billing Demand
Primary Voltage Service	\$ 5.50 per kW of Curtable Billing Demand
Non-Compliance Charge of:	\$16.00 per kW

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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 curtable 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' curtable 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.

CURTABLE BILLING DEMAND

For a Customer electing Option A, Curtable Billing Demand shall be the difference between (a) the Customer's measured maximum kilowatt demand during the billing period for any 15-minute 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, Curtable Billing Demand shall be the Customer's Designated Curtable Load, as described above.

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AUTOMATIC BUY-THROUGH PRICE

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

$$\text{Automatic Buy-Through Price} = \text{NGP} \times .012000 \text{ MMBtu/kWh}$$

Where: NGP represents the mid-point price for natural gas (\$/MMBtu) posted for the day in "Gas Daily" for Dominion—South Point and will be used for the electrical day from 12 midnight to midnight. Also the posted price for Monday or the day after a holiday is the posted price for Saturday, Sunday and the holiday.

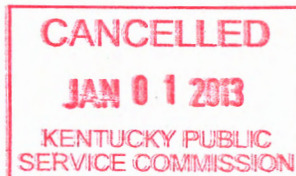
TERM OF CONTRACT

The minimum original contract period shall be one (1) year 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. Upon request by the Customer, the Company will provide, once per month, to the Customer an explanation of the reasons for any request for curtailment.

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



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EFFECTIVE 8/1/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)