

# CONTRACT FOR ELECTRIC SERVICE

Account: 0000 0015 5200 8

This contract and agreement made and entered into this 7<sup>th</sup> day of August, 2006 by and between LOUISVILLE GAS AND ELECTRIC COMPANY ("Company") and The Kroger Company #763 ("Customer").

## WITNESSETH:

For a period of One (1) year(s), beginning (see comment), or as soon as connection is made, and subject to the Company's general Terms and Conditions, Company will sell and deliver to Customer at 520 North 35<sup>th</sup> Street, Louisville, KY 40212, and Customer will receive and pay for all electric service for the operation of retail grocery store. If Customer continues service after the expiration of the above period, this contract automatically will be renewed in accordance with the provisions of the applicable rate schedule. In consideration of Company's service to Customer's premises, Customer grants Company such rights across said premises as may be necessary to furnish service to neighboring premises. All electric capacity and energy taken under this agreement will be delivered as three phase, 60 cycle, alternating current of a nominal voltage of 277/480 volts at the point of delivery and metered as Secondary service.

This point of delivery requires an estimated system capacity of 468 KW on-peak and 468 KW off-peak, which results in a CONTRACT CAPACITY of 468 KW. Customer will give Company advance written notice, reasonable in relation to the magnitude of excess capacity desired but in no event less than 90 days, prior to any time Customer desires capacity in excess of Customer's CONTRACT CAPACITY set out above.

Each month Customer will pay to Company at its office for all capacity and energy delivered to Customer during the preceding billing period, determined in accordance with Rate Schedule See Comments.

## COMMENTS:

Billing under this contract shall be provided under Rate Schedule STOD, Small Time-Of-Day Service, pending approval of the Public Service Commission of Kentucky. Customer is currently receiving service under Rate Schedule LC, Large Commercial Rate, should the Commission deny availability of STOD for this delivery point, billing will continue LC and this contract will be void.

## TARIFF PROVISIONS

It is mutually agreed that the Company's general Terms and Conditions and rate applicable to the service supplied hereunder, 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 id written herein.

**IN WITNESS WHEREFOF**, the parties hereto have caused this contract to be executed by their duly authorized representatives this day and year shown above.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: David Ward

David Ward, National Account Manager  
Official Capacity

Attest: \_\_\_\_\_

The Kroger Company #763

Customer

By: Ray Dalton

MANAGER, PUBLIC SERVICE COMMISSION  
Official Capacity

Attest: \_\_\_\_\_

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

By: Ray Dalton  
Executive Director