

APPLICATION AND CONTRACT FOR SERVICE

Name of Applicant Insight Communications Inc. ^{Kentucky Partners II, L.P.}
 Premises to be Served (Various ~ See Below) Occupied as Power supply/generator

Application is hereby made to Louisville Gas and Electric Company (hereinafter called Company) by the above-named person or firm (hereinafter called Applicant) for gas and/or electric service as more specifically described herein. Applicant agrees to accept, use and pay for service in accordance with the Company's applicable rate schedules, rules and regulations, as filed with the Public Service Commission of Kentucky, and as in effect at the time of delivery.

<u>GAS SERVICE</u>	<u>ELECTRIC SERVICE</u>	<u>ELECTRIC SERVICE</u>
Rate Schedule <u>CGS</u>	Rate Schedule <u>General Service</u>	Rate Schedule _____
Delivery Pressure _____	Voltage <u>120/240</u> Phase <u>single</u>	Voltage _____ Phase _____
Load Data _____	Load Data _____	Load Data _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

When is service desired? Gas _____ Electric _____
 Has there been previous service to premise? Gas _____ Electric _____
 Are adequate meters now installed? Gas _____ Electric _____
 Name of former customer at premises _____
 Applicant had previous service at Various locations Discontinue on _____
 Bills to be mailed to Applicant at 11505 Electron Drive, Louisville, KY 40299 ATTN: Mickey Beard
 Other provisions or specifications: Account # - Varies

Each gas service location will be billed at the rate Firm Commercial Gas Service (CGS) of \$16.50 per month (minimum charge), plus, an estimated consumption of 37.5 cubic feet of gas per month, which will be billed at the applicable gas supply component tariffed rate for that given period of time. LG&E has installed check meters to verify estimated consumption, and reserves the right to increase or decrease the estimated usage as may be required. Additionally, LG&E may request a report(s) from Insight Communications to verify run-time for the generators that coincide with the check meters. LG&E reserves the right to estimate and/or rebill gas consumption for generators that maybe subject to longer than average duration's, on an as needed basis due to electrical outages in the area or other conditions. All gas services will be subject to all applicable rules and regulations concerning the delivery, and cost of supplying gas service.

This service contract shall extend for a period of one year, beginning as connection is made, and from month to month thereafter until one party or the other shall give notice of a desire to terminate it. In consideration of Company's service to Applicant's premises, Applicant grants Company such rights across said premises as may be necessary to furnish service to neighboring premises.

Accepted and agreed to:

LOUISVILLE GAS AND ELECTRIC COMPANY

Insight Communications Inc. ^{Kentucky Partners II, L.P.}
 Applicant

By James J. Holderman
 James J. Holderman, Account Executive
 Date 4/10/01

By Charles Dietz
 Signature
 Senior VP of Engineering
 Name & Title (Please Print)
 Date 4/21/01