TERMS AND CONDITIONS

Company Responsibilities

METERING

The electricity used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

POINT OF DELIVERY OF ELECTRICITY

The point of delivery of electrical energy supplied by Company shall be at the point, as designated by Company, where Company's facilities are connected with the facilities of Customer, irrespective of the location of the meter.

EXTENSION OF SERVICE

The main transmission lines of Company, or branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, Company may require such definite and written guarantees from a customer, or group of customers, in addition to any minimum payments required by the Tariff as may be necessary. This requirement may also be made covering the repayment, within a reasonable time, of the cost of tapping such existing lines for light or power service or both.

COMPANY'S EQUIPMENT AND INSTALLATION

Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity at the voltage contracted for, to Customer's electric facilities.

Company will furnish, install, and maintain at its expense the necessary meter or meters. (The term meter as used here and elsewhere in these rules and regulations shall be considered to include all associated instruments and devices, such as current and potential transformers installed for the purpose of measuring deliveries of electricity to the customer.) Suitable provision for Company's meter, including an adequate protective enclosure for the same if required, shall be made by Customer. Title to the meter shall remain in Company, with the right to install, operate, maintain, and remove same. Customer shall protect such property of Company from loss or damage, and no one who is not an agent of Company shall be permitted to remove damage, or tamper with the same. Customer shall execute such reasonable form of easement TUCKY PUBLIC agreement as may be required by Company. SERVICE COMMISSION

Notwithstanding the provisions of 807 KAR 5:006, Section 13(4), allowed subsequent to Customer's service application to enable Company to the facilities required for such service. In order that Company may enlargement, extension or alteration of its facilities, each applicant for obfirmeria EROIdEstrial service shall furnish Company with realistic estimates of prospective electricity redultements.

TARIFF BRANCH

1/1/2013

Date of Issue: January 7, 2013 Date: Effective: February 6, 2009 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington Exemption

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

Issued by Authority of an Order of the KPSC in Case No. 2009-00548 dated July 30, 2010

P.S.C. No. 16, Original Sheet No. 98.1

TERMS AND CONDITIONS

Company Responsibilities

COMPANY NOT LIABLE FOR INTERRUPTIONS

Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of Customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of Company

LIABILITY

In no event shall Company have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that the customer's use of Company's service causes damage to Company's property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

FIRM SERVICE

Where a customer-generator supplies all or part of the customer-generator's own load and desires Company to provide supplemental or standby service for that load, the customergenerator must contract for such service under Company's Supplemental or Standby Service Rider, otherwise Company has no obligation to supply the non-firm service. This requirement does not apply to Net Metering Service (Rider NMS). CANCELLED

> JAN 0 4 2013 **KENTUCKY PUBLIC** SERVICE COMMISSION

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	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	TARIFF BRANCH
Date of Issue: January 7, 2013 Date Effective: January 1, 2013	Bunt Kirtley
Issued By: Lonnie E. Bellar, Vice President, State Regulation a	nd Rates, Lexington FKentucky
Homis EBelle	1/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Issued by Authority of an Order of the KPSC in Case No. 2012-00221 dated December 20, 2012