ELECTRIC RATE SCHEDULE

LI-TOD

Large Industrial Time-of-Day Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available for three-phase delivery to customers up to an aggregate of two hundred (200) MVA for all customers taking service under this schedule and under the Li-TOD schedule of Kentucky Utilities Company. This schedule is restricted to individual customers whose monthly demand is twenty (20) MVA or greater. A customer is defined as large industrial time-of-day if that customer's load either increases or decreases twenty (20) MVA or more per minute or seventy (70) MVA or more in ten (10) minutes when such increases or decreases exceed one (1) occurrence per hour during any hour of the billing month.

Subject to the above aggregate limit of two hundred (200) MVA, this schedule is mandatory for all customers whose load is defined as large industrial time-of-day and not served on another standard rate schedule as of the effective date this rate schedule is approved by the Public Service Commission of Kentucky. Existing customers as of the effective date of this rate schedule, July 1, 2004, shall have the first option to the available capacity under this rate schedule by signing a contract for firm service by March 1, 2005, which commits to billing for demand related charges by July 1, 2006.

BASE RATE

Customer Charge: \$120.00 per delivery point per month

	Secondary	Primary	<u>Transmission</u>
Energy Charge of: Per monthly billing period	\$0.0200 per kWh	\$0.0200 per kWh	\$0.0200 per kWh
Plus a Demand Charge of: Per monthly billing period of			
Standard Load Charges: Basic Demand Charge	\$4.62 per KVA	\$3.52 per KVA	\$2.33 per KVA
Plus Peak Demand Charge Winter Peak	\$7.14 per KVA	\$6.44 per KVA	\$6.43 per KVA
Summer Peak	\$9.73 per KVA	\$9.03 per KVA	\$9.02 per KVA

Where the monthly Standard billing is the greater of the applicable charge per KVA times:

a) the maximum metered standard demand, as measured over a fifteen (15) minute interval, for the basic demand and each peak period, in the monthly billing period,

b) 60% of the maximum metered standard demand, as determined in (a) above, for the basic demand and each peak period in the preceding eleven (1/1) monthly billing periods.

c) 60% of the contract capacity based on the expected maximum demandsupproving system prission

d) minimum may be adjusted where customer's service requires an apportal in special facilities.

Plus Fluctuating Load Charges:

7/1/2004 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Date of Issue: July 20, 2004

Issued By

Date Effective: With Service Rendered

nd After 1, 2004

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Executive Director

Michael S. Beer, Vice President Louisville, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

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ELECTRIC RATE SCHEDULE	LI-TOD			
Large Industrial Time-of-Day Service				
Basic Demand Charge	\$2.31 per KVA	\$1.76 per KVA	\$1.17 per KVA	
Plus Peak Demand Charge Winter Peak Summer Peak	\$3.57 per KVA \$4.87 per KVA	\$3.22 per KVA \$4.52 per KVA	\$3.22 per KVA \$4.51 per KVA	

Where the monthly Fluctuating billing is the greater of the applicable charge per KVA times:

- e) the maximum metered fluctuating demand, as measured over a five (5) minute interval, for the basic demand and each peak period less the maximum metered standard demand for the basic demand and each peak period in the monthly billing period, or
- f) 60% of the billed fluctuating demand, as determined in (e) above, for the basic demand and each peak period in the preceding eleven (11) monthly billing periods.

SUMMER PEAK PERIOD is defined as weekdays from 10 A.M. to 9 P.M, Eastern Standard Time, during the 4 billing periods of June through September.

WINTER PEAK PERIOD is defined as weekdays from 8 A.M. to 10 P.M., Eastern Standard Time, during the 8 billing periods of October through May.

MINIMUM BILL

The minimum bill will be the Demand Charge. Without limiting the foregoing, the Demand Charge shall be due regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including but without limitation any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) the Company's ability to serve customer.

ADJUSTMENT CLAUSES

The amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Earnings Sharing Mechanism	Sheet No. 74
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

DUE DATE OF BILL

Customer's payment will be due within 15 days from date of bill.

TERM OF CONTRACT

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five years with successive one year term renewal until carbolled by extrem party of the par least 1 year written notice to the other prior to the end of the initial term or the the Nourier Kannual **EFFECTIVE** renewal period, as applicable.

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