

CONTRACT FOR ELECTRIC SERVICE

This contract made and entered into this 3 day of July, 2014 by and between Kentucky Utilities Company ("Company") and Berry Plastics Corporation ("Customer").

WITNESSETH:

Beginning See Comments, or as soon thereafter as connection is made, Company will sell and deliver to Customer at 515 Island Park Drive, Madisonville, KY 42431 all Customer's electric capacity and energy requirements defined as 3 phase, 60 cycle, alternating current, nominal voltage at the point of delivery of 12,470 volts, metered and billed as Primary service.
Secondary, Primary, Transmission

Customer requires an estimated Contract Capacity of 2,500 kVA or kW, as is appropriate.

Each month Customer will pay to Company for all capacity provided and energy delivered to Customer in the preceding billing period an amount determined in accordance with the

Time-of-Day Primary ("TODP") Rate Schedule and, as may be appropriate, the
Excess Facilities Rider ("EF") Rider, contract attached if required, and the
Economic Development Rider ("EDR") Rider, contract attached if required, and the
Rider, contract attached if required.

Comments: This Contract for Electric Service ("CES") replaces the previous CES dated 18 April 2013 and increases the Contract Capacity from 1,500 kVA to 2,500 kVA. Attached are an EF that was attached to the previous CES and an EDR. The EDR is effective with the first full billing period following approval by the Public Service Commission of Kentucky.

TARIFF PROVISIONS: It is mutually agreed that Company's terms and conditions and applicable rate schedule, 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 if written here.

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

KENTUCKY UTILITIES COMPANY

By Laurence W. Prince
Account Manager
Official Capacity

Attest

BERRY PLASTICS CORPORATION

By Timothy J. Moore
Automation Control Engineer
Official Capacity

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
OFFICE OF THE ATTORNEY GENERAL
TARIFF BRANCH

Brent Kirtley
A

EFFECTIVE
8/9/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SUPPLEMENTAL CONTRACT
EXCESS FACILITIES RIDER

This supplemental contract for Excess Facilities Rider service ("EF Contract") is made and entered into this 3 day of July, 20 14, by and between Berry Plastics Corporation (CA 300021646645) ("Customer") and Kentucky Utilities Company ("Company").

WITNESSETH:

WHEREAS, Company is in the business of providing electric service in the Commonwealth of Kentucky;

WHEREAS, Customer owns and operates a manufacturing facility ("Facility") located in and about 515 Island Park Drive, Madisonville, KY 42431; and

WHEREAS, Company is providing electric service to Customer under the terms, conditions, and pricing contained in standard rate schedule TODP pursuant to a Contract for Electric Service dated 3 July 2014; and

WHEREAS, Customer desires to have available to it certain service facilities which are in excess of the standard facilities that would normally be provided by Company.

NOW, THEREFORE, in consideration of the mutual agreements made herein, the parties agree as follows:

Company's rates, terms and conditions for the provision of electric service to Customer, and Customer's obligations, rights and responsibilities to Company for the supply of electric service are specified in and determined by applicable schedules, terms and conditions of service set forth in Company's tariffs on file with and approved by the Kentucky Public Service Commission ("PSC"), and by the terms of the Contract for Electric Service. Company's Rates, Terms and Conditions for furnishing electric service, as filed with and approved by the PSC, both in effect now and in the future, are incorporated by reference and made a part of this EF Contract as if fully set forth herein.

This EF Contract is supplemental to, and by agreement made a part of, the Contract for Electric Service for the purpose of governing the provision of excess facilities ("EF") service to Customer.

Company agrees to furnish, and Customer agrees to take, EF service pursuant to the terms and conditions of Standard Rider EF, as currently approved by the PSC or as may be modified in the future and approved by the PSC.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

JEFF R. DEROUEN
Executive Director

Brent Kirtley

EFFECTIVE
8/9/2014
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All notices and other communications hereunder shall be in writing and shall be delivered by prepaid first class registered or certified mail, return receipt requested, addressed as follows:

If to Company

Kentucky Utilities Company
220 West Main Street
Louisville Kentucky 40202
Attn: Lora Aria

If to Customer

Berry Plastics Corporation
P.O. Box 959
Evansville, IN 47706-0959
Attn: Accounts Payable

Each party shall have the right to designate a different address for notices to it by notice similarly given.

This EF Contract shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. However, no assignment of any rights, duties or obligations hereunder by Customer shall have any effect whatsoever unless approved in writing by Company in advance of such assignment. Nothing herein shall be construed to confer a benefit on any person not a signatory hereto or the successor to a signatory hereto.

All disputes arising between Customer and Company hereunder shall be finally decided by the PSC in accordance with its applicable rules and procedures.

This EF Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, Customer and Company have caused this Agreement to be executed by their duly authorized officers or representatives this 3 day of July, 20 14.

Berry Plastics Corporation

Customer

By:

Timothy H. Hodge Jr.

Automation Logistics Engineer

Title

Kentucky Utilities Company

By:

Laurence W. Prince

Account Manager

Title

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

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Attachment A

Overhead and underground equipment associated with seven 2000 kVA, 12,470 volt to 277/480Y volt transformers and one 2500 kVA, 12,470 volt to 277/480Y volt transformer.

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