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FOR THE

**SPECIAL CONTRACT
for
GAS TRANSPORTATION SERVICE**

This Special Contract for Gas Transportation Service (the "Contract") made and entered into this 18th day of **February**, 2000, by and between Louisville Gas and Electric Company, a Kentucky corporation, hereinafter referred to as "Company" and Ford Motor Company, a Delaware corporation, hereinafter referred to as "**Customer**".

WITNESSETH

WHEREAS, **Company** owns and operates a gas distribution system in Kentucky;
and

WHEREAS, **Customer** owns and operates a facility located at 11000 Westport Road ("Ford Kentucky **Truck Plant**"), and a facility located on Fern Valley Road ("Ford Louisville Assembly Plant"), **hereinafter** referred to jointly as the "**Ford Plants**", and

WHEREAS, the **parties** desire to enter into a contract whereunder natural gas transportation service shall be provided by Company to Customer for the Ford Plants.

NOW THEREFORE, the parties agree as follows:

1. **GAS TRANSPORTATION SERVICE.** Company will provide to Customer gas transportation services **under** all the terms and conditions of this Contract including the rates, terms and **conditions** set forth on the following Appendices:

- Appendix A: "**Rates**, Terms And Conditions"
- Appendix B: "Transportation Service Provisions"
- Appendix C: "Customer Facilities and **Service** Levels"
- Appendix D: "No **min**ation Procedures"
- Appendix E: "**Delegation** of Responsibilities Agreement"
- Appendix F: "**Determination** of Reserved Balancing Service Charge"
- Appendix G: "**Pooling** Service"

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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APR 01 2000

PURSUANT TO 807 KAR 6011,
SECTION 9 (1)

Appendices A, B, C, D, E, F, and G are attached hereto and incorporated herein by reference.

BY: Stephen J. Bell
SECRETARY OF THE COMMISSION

2. EFFECTIVE DATE. The effective date of this Contract is April 1, 2000. Service to Customer for the Ford Kentucky Truck Plant under the "Transportation Service Agreement For Firm Transportation Service Under Rate FT" effective January 1, 2000, shall be terminated upon implementation of this Contract. Service to Customer for the Ford Louisville Assembly Plant under the "Transportation Service Agreement For Firm Transportation Service Under Rate FT" effective November 1, 1996, shall be terminated upon implementation of this Contract. Beginning April 1, 2000, billing shall reflect the new rates, terms and conditions established hereunder. Notwithstanding the foregoing, if the Kentucky Public Service Commission ("PSC") initially suspends this Contract for further review and subsequently approves it, or allows the PSC review period to expire without PSC rejection of this Contract, then the effective date of this Contract shall be the date of the first monthly billing rendered at least ten days after the date of such PSC approval or such expiration of the PSC review period; and such billing shall reflect the new rates, terms and conditions established hereunder.

3. TERM Initial term of this Contract shall begin on the effective date and shall continue through After such initial term, this Contract automatically shall continue in full force and effect and from year to year (from April 1 to March 31), until terminated by either party hereto for any reason, or no reason, pursuant to one year's prior written notice of termination given to the other party by April 1 preceding the effective termination date.

4. PERFORMANCE. If either Company or Customer breaches or fails to perform any of the covenants or obligations imposed upon it hereunder, then either party may, at its option, terminate this Contract upon thirty (30) days prior written notice during which period of time the non-performing party may cure the failure to perform. In such event, this Contract shall continue in effect and notice of termination shall be withdrawn. Any cancellation of this Contract, pursuant to the provisions of this paragraph shall be without waiver of any remedy to which the party not in default may be entitled for violations of this Contract.

5. AGENCY. Customer shall have the right to appoint an agent to perform certain stated functions and/or assume certain stated responsibilities with regard to this Contract by executing and delivering a "Delegation of Responsibilities Agreement" substantially in the form of Appendix E attached hereto.

6. REGULATORY COMMISSION JURISDICTION. It is mutually understood and agreed that the rates, terms and conditions applicable to service furnished to Customer under this Contract are at all times subject to abrogation or modification by PSC order, including orders issued pursuant to proceedings initiated by Company.

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PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephen D. Bue
SECRETARY OF THE COMMISSION

7. ENTIRE AGREEMENT. This Contract and all Appendices attached hereto constitute the final and entire agreement between the parties relating to the subject matter hereof and shall supersede all prior or contemporaneous oral or written statements, promises, and understanding between the parties relating thereto.

8. CONFIDENTIALITY. The terms of this Contract, including, but not limited to, the price paid for transportation service, and all other material terms of this Contract shall be kept confidential during the term hereof by the Parties hereto, except as required by law or by a duly constituted governmental authority having jurisdiction over Company.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers and representatives.

FORD MOTOR COMPANY

BY: *Pete Menza* *8088*
PETE MENZA

TITLE: MANAGER - ENERGY

DATE: 2/29/00

Jan Amodeo
WITNESS

LOUISVILLE GAS AND ELECTRIC COMPANY

BY: *Rebecca D. Furr by Clay Mudgett*

TITLE: Senior Vice President - Dist Op.

DATE: 3/1/2000

[Signature]
WITNESS

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PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: *Stephen Bue*
SECRETARY OF THE COMMISSION

APPENDIX A
Page 1 of 2

RATES, TERMS AND CONDITIONS

Louisville Gas and Electric Company ("Company") and Ford Motor Company ("Customer") agree that the following rates, terms and conditions, are applicable to all natural gas deliveries at the Ford Plants.

Monthly Customer Charge Per Facility:	\$180.00
Monthly Transportation Administrative Charge Per Facility:	Per Rate FT
Distribution Charge per Mcf Delivered:	

The sum of the Monthly Invoices issued by Company to Customer for service to the Ford Plants hereunder during each Contract Year shall be The term 'Monthly Invoice' shall include only the Monthly Customer Charge, Monthly Transportation Administrative Charge, and Distribution Charge for all Mcf Delivered all as invoiced by Company to Customer for the Ford Plants for each month of the Contract Year. The term "Monthly Invoice" shall exclude any other charges to Customer for the Ford Plants, including, but not limited to, Monthly Cash-Out, Utilization Charge for Daily Imbalances, Operational Flow Order penalties, charges related to Reserved Balancing Service, or Pooling Service charges.

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PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephen O. Bee
SECRETARY OF THE COMMISSION

APPENDIX A

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Terms and Conditions

Except as specifically provided under this Contract, all natural gas transported for Customer shall be governed by the same terms and conditions of service provided for under (1) Company's Firm Transportation Service Rate FT, or its successor rate schedule as authorized by the PSC, and (2) the General Rules contained in the Company's Rates, Rules and Regulations for Furnishing Natural Gas Service (P.S.C. of KY Gas No. 4), or its successor, as approved by the PSC.

Reserved Balancing Service

Customer has elected to receive Reserved Balancing Service "RBS", as set forth in Appendix C. The RBS service provided pursuant to this special provision shall be supplied on a seasonal basis (November 1 - March 31) and, except for the price and term, all other provisions of Rate RBS shall apply. Customer's RBS service shall be priced using the pricing methodology set forth in Appendix F of this Contract.

Service under Rate RBS, as modified to include seasonal pricing, shall automatically extend to the season beginning November 1, 2001, through March 31, 2002, and on a seasonal basis thereafter, unless Customer delivers to Company written notice to increase, decrease, or terminate such service on or before the preceding April 30. Except as provided in Section 4 ("Performance") of this Contract, service under this Contract may not be terminated by either party except by mutual consent during the effective term of service under Rate RBS.

Pooling Service

Customer shall operate a Pool Contract as Pool Manager for the Facilities pursuant to Company's Pooling Service, Rate PS, as set forth in Appendix G of this Contract.

FORD MOTOR COMPANY

By: John Hank for Pradeep K...

Title: MANAGER ENERGY

Date: 2/29/00

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LOUISVILLE GAS AND ELECTRIC COMPANY

By: Rebecca H. Fausch by [Signature]

Title: Senior Vice President Dist. Op.

Date: 2/1/2000

REGULATORY TO 807 KAR 5011
SECTION 9(1)
SECRETARY OF THE COMMISSION

APPENDIX B

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TRANSPORTATION SERVICE PROVISIONS

Louisville Gas and Electric Company ("Company") and Ford Motor Company ("Customer") agree that the following Transportation Service Provisions are applicable to the transportation of volumes of natural gas by Company to the Ford Plants.

1. Customer represents that it will deliver gas to Company's interconnection with pipeline transporter(s), which pipeline transporter(s) shall be set forth in Appendix C.

2. All gas delivered hereunder by Customer to pipeline transporter will meet all applicable standards of pipeline transporter for gas received into its system and shall be of merchantable pipeline quality and shall meet all applicable standards specified in Pipeline Transporter's Tariff.

3. Maximum daily volumes of gas to be transported hereunder, the delivery point(s), and any other specific requirements of such transactions are set forth in Appendix C of this Contract. Customer shall submit in writing to Company the specific daily volumes and other information required to effectuate the transportation of natural gas by using the appropriate Nomination Schedule and by giving appropriate notice as set forth in Rate FT and the "Nomination Procedures" in Appendix D.

4. The transportation service provided hereunder by Company is subject to the provisions of all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction. Customer agrees to cooperate with Company in promptly filing all necessary notices and information with any agency or authority having jurisdiction.

5. All gas delivered by Company will be measured and billed on a Mcf basis. Because pipeline transporter delivers to and bills Company on an MMBtu or Dekatherm basis, Company will, for the purpose of calculating the Cash-p-charge, divide the number of MMBtus or Dekatherms delivered to Company by pipeline transporter for Customer's account during any given month by the average (per Mcf) Btu content for the month of all gas received from pipeline transporter for Customer in order to determine an equivalent number of Mcf delivered by Customer to Company on behalf of Customer. Measurement of gas to be transported by pipeline transporter hereunder will be in accordance with the measurement provisions as provided in the General Terms and Conditions of the applicable FERC Gas Tariff of pipeline transporter.

6. All gas delivered by Company to Customer pursuant to this Contract shall be measured by such gas meters as the Company deems appropriate. Company shall own such metering equipment and facilities. No metering of any type owned or installed by Customer shall be used to determine such deliveries, except that in the event of a malfunction of Company's meters, Customer's meters may be used.

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BY: Stephan O. Bee
SECRETARY OF THE COMMISSION

APPENDIX B

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7. Customer agrees to ~~maintain~~ close liaison with Company's Gas Supply Department and to ~~inform~~ such Gas Supply Department of any changes in the delivery rate of ~~gas~~ transported ~~hereunder~~ or ~~any~~ other information with regard to scheduling of deliveries that said Gas ~~Supply~~ Department ~~reasonably~~ requests or as may be ~~required~~ by proper regulatory authorities. ~~In~~ addition, in the event ~~that~~ Customer is determined to be ~~the~~ cause of any billing disadvantages or other penalties imposed on ~~Company~~ by pipeline transporter, ~~then~~ Customer will pay such penalties, fees, or charges as determined by ~~Company~~ and in accordance with the payment provision of this Contract in addition to ~~all~~ other ~~charges~~ due hereunder.

8. Customer hereby ~~agrees~~ to reimburse Company for any and ~~all~~ Kentucky sales tax assessed on the charges specified in this ~~Contract~~. Customer's Kentucky Sales Tax Permit Account Number is ~~8448~~ for the Ford Kentucky Truck Plant. Customer's Kentucky Sales Tax Permit Account Number is ~~029370~~ for the Ford Louisville ~~Assembly~~ Plant.

9. Both parties recognize that the operation of this Contract will require extensive coordination ~~and~~ cooperation of the parties. The parties therefore agree to cooperate in the development and pursuit of such detailed procedures as ~~may~~ be necessary in order to ~~carry~~ out the purpose and intent of ~~this~~ Contract.

10. If Customer ~~fails~~ to manage its gas supply in strict conformance with the directives of ~~an~~ Operational Flow Order (as ~~defined~~ in Rate FT), then Company may at its sole discretion do one or ~~more~~ of the following ~~immediately upon~~ delivering oral or written notice to Customer: (1) suspend all ~~gas~~ service to the extent necessary to protect the operational integrity of Company's system, (2) decline to ~~accept~~ to the extent necessary ~~the~~ volume nominated by Customer and/or (3) permanently terminate ~~service~~ under this Contract. Any ~~suspension~~ or termination under this section shall be without prejudice to ~~and~~ in addition to any other ~~rights~~ and remedies of the Company.

11. ~~All~~ notices relating to this Contract shall be in writing (unless otherwise specifically ~~permitted~~ herein) and shall be address as follows:

To Company: J. Clay Murphy
Manager Gas Supply
Louisville Gas and Electric Company
P. O. Box 32020
Louisville, Kentucky 40232
Telephone: (502) 627-2424
Telecopier (502) 627-3584

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BY John O. Bell
SECRETARY OF THE COMMISSION

APPENDIX B

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To Customer: James Mulholland
Manager Natural Gas Programs
Energy Efficiency and Supply Department
Ford Motor Company
One Parklane Boulevard
suite 1500 East
Dearborn, Michigan 48126-2477
Telephone: (313) 594-7089
Telecopier: (313) 248-5030

All such notices shall be deemed delivered as of the date the notice is telecopied or hand-delivered or one business day after it is placed in the U. S. mail, certified, first class, postage prepaid, or conveyed to a recognized delivery service for overnight delivery as applicable.

FORD MOTOR COMPANY

By: *John Hank for Raymond Han*

Title: MANAGER ENERGY

Date: 2/29/00

LOUISVILLE GAS AND ELECTRIC
COMPANY

By: *Richard J. Haver by J. Clay Muehle*

Title: Senior Vice President - Prod. Op.

Date: 3/1/2000

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PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: *Richard O. Burt*
SECRETARY OF THE COMMISSION

APPENDIX C

CUSTOMER FACILITIES AND SERVICE LEVELS

Customer: Ford Motor Company

Delivery Point, Service Address, and Account Number for Ford Plants:

Kentucky Truck Plant	11000 Westport Road	7000596830001
Louisville Assembly Plant	Fern Valley Road	0000594253001

Maximum Daily Volumes:

11000 Westport Road	17,000 Mcf
Fern Valley Road	10,000 Mcf

Company and Customer may mutually agree to effectuate deliveries of natural gas in excess of the stated MDQ for the respective Ford Plant.

Pipeline Transporter:

Texas Gas Transmission Corporation

Reserved Balance Service ("RBS") Volume:

November 1, 2000, through March 31, 2001:	0 Mcf/day
April 1, 2001, through October 31, 2001:	0 Mcf/day

FORD MOTOR COMPANY

By: [Signature]

Title: MANAGER ENERGY

Date: 2/29/00

[Handwritten Signature]
 PUBLIC SERVICE COMMISSION
 OF KENTUCKY
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APR 01 2000

PURSUANT TO 207 KAR 50.11
SECTION 9(1)

LOUISVILLE GAS AND ELECTRIC COMPANY

By: [Signature]

Title: Senior Vice President - Dist. Op.

Date: 3/1/2000

By: [Signature]
 SECRETARY OF THE COMMISSION

APPENDIX D

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NOMINATION PROCEDURES

In order to facilitate the transportation of customer-owned natural gas pursuant to the "Special Contract for Gas Transportation Service", Ford Motor Company ("Customer") and Louisville Gas and Electric Company ("Company"), agree to adhere to the following procedures, which may change from time to time related to scheduling natural gas nominations.

INITIAL FIRST-OF-THE MONTH NOMINATION

As provided for in Rate FT, at least ten (10) days prior to the beginning of each month, Customer shall provide Company with a schedule setting forth the daily volumes of gas to be delivered into Company's system for Customer for the upcoming month. At least two (2) business days prior to the pipeline transporters' nomination deadline for the following month, Customer shall provide a completed, written Nomination Schedule setting forth the daily volumes of natural gas to be delivered into Company's system for Customer's account, the applicable transportation contract number(s) for such natural gas, and such other information as Company may reasonably request to facilitate the transportation of natural gas. Unless Company is subsequently notified by Customer of any change in the above nominated quantity, this quantity will be Customer's nomination for the first day of the month.

In order to conform to pipeline confirmation deadlines, any change in nominated quantities by Customer for the first day of the month must be made in writing at least two (2) business days prior to the first day of the month.

DAILY NOMINATIONS

For daily nomination change(s) subsequent to the "Initial First-of-the Month Nomination", Customer will give Company at least twenty-four (24) hours prior written notice of any change(s) to scheduled deliveries or transportation contract number(s). Company will (on a "best efforts" basis) waive this 24-hour prior notice requirement and implement nomination change(s) requested by Customer to commence in some lesser time frame subject among other factors to Company being able to confirm and verify such nomination change(s) with the applicable transporting pipeline.

WEEKEND AND HOLIDAY NOMINATIONS

In addition to the procedures described above for "Daily Nominations", should Customer be required to change the daily gas nomination on a non-business day (i.e., a weekend day or holiday), then, in addition to providing a written nomination of any change(s), Customer shall notify Company at its Emergency Telephone Number that a nomination change has been requested. Customer may make a nomination change for a non-business day on the immediately preceding business day.

INTRA-DAY NOMINATIONS

In accordance with procedures for "Daily Nominations" and "Weekend and Holiday Nominations" Company will (on a "best efforts" basis) waive its 24-hour prior written notice requirement and implement nomination change(s) requested in writing by Customer to commence in some lesser time

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SECTION 9 (1)BY: Sharon Bue
SECRETARY OF THE COMMISSION

APPENDIX D

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franchise subject to among other things Company being abk to confirm and verify such nomination change(s) with the applicable transporting pipeline.

DECREASES IN NOMINATIONS EFFECTUATED BY TRANSPORTING PIPELINE

Company shall notify Customer if the transporting pipeline has reduced the quantity being received by Company for Customer's account, Upon such notice, Customer shall conform its usage to the amount being received for Customer's account in accordance with the terms and conditions of Rate FT, unless otherwise notified by Company that balancing service is available. Customer shall also submit a completed Nomination Schedule reflecting such change(s).

CONTACT INFORMATION

Such contacts and applicable telephone numbers are set forth below. Customer shall be responsible for notifying Company of any change(s) in contact personnel or associated phone numbers.

LOUISVILLE GAS AND ELECTRIC COMPANY

Facsimile Number (502) 627-3584
Office Number (502) 627-3 573

Outside of regular business hour: please call the digital pager number listed below to contact the Gas Supply Department. Upon hearing the tone, use a touch-tone phone to enter the telephone number where you want to be contacted.

Digit&l Pager (502) 336-7803

If you are unable to reach the Gas Supply Department at any of the above numbers, please call the Gas Control Department at the number listed below. The individual there should, in turn, be able to contact the Gas Supply Department.

Gas Control (502) 627-3 135

FORD MOTOR COMPANY - KENTUCKY TRUCK PLANT

Contact: Ron Willoughby
Facsimile Number (502) 339-5215
Office Number (502) 429-2253
Emergency Telephone Number (502) 896-6230
Other (502) 429-2298 (Radio)

SERVICE COMMISSION
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Special Instructions: Company's Agent, Kimball Resources, Inc., shall be notified in the event of any emergency at (713) 783-7723.

PURSUANT TO 007 KAR 5011
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BY: [Signature]
SECRETARY OF THE COMMISSION

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FORD MOTOR COMPANY - LOUISVILLE ASSEMBLY PLANT

Facsimile Number (502) 364-3693

Office Number (502) 364-3756 (Nick Nichols)

(502) 364-3768 (Bruce Marcum)

Emergency Telephone Number (502) 364-3961 (Powerhouse)

Special Instructions: Someone is available around the clock at the Powerhouse to get in touch with necessary personnel. Company's Agent, Kimball Resources, Inc., shall be notified in the event of any emergency at (713) 783-7723.

These Nomination Procedures are not meant to conflict with either the Company's tariff for service under Rate FT or with this Special Contract for Gas Transportation Service between Company and Customer.

FORD MOTOR COMPANY

By: *Justin Hank for Powerhouse* *785 824*

Title: MANAGER ENERGY

Date: 2/29/00

LOUISVILLE GAS AND ELECTRIC COMPANY

By: *Rebecca H. Harnaby of Andy Muehly*

Title: *Senior Vice President - Dist. Op.*

Date: 3/1/2000

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PURSUANT TO 007 KAR 5.011,
SECTION 9 (1)

BY: *Charles O. Bell*
SECRETARY OF THE COMMISSION

APPENDIX E

Page 1 of 2

DELEGATION OF RESPONSIBILITIES AGREEMENT

Louisville Gas and Electric Company ("the Company") has received notice that Ford Motor Company ("the Customer") has appointed Kimball Resources, Inc. ("Kimball") as its limited agent to perform certain stated functions and/or assume certain stated responsibilities with regard to the "Special Contract for Gas Transportation Service." The applicable functions and responsibilities are acting as **Person Manager** as more fully described in Appendix G, requesting and receiving information, nominating supply, and related duties.

Company will provide the Customer with copies of any written correspondence between Company and Kimball concerning the activities conducted by Kimball on the Customer's behalf.

Company will honor such limited agency arrangement subject to the Customer's agreement to the following conditions:

- 1) Company will recognize Kimball as having the continuing authority described in the limited agency agreement as indicated above until notified otherwise by the Customer in writing, upon at least 30 days prior written notice.
- 2) The Customer, as the signatory party to the Special Contract for Gas Transportation Service, will be responsible for any and all costs, fees, gas imbalances, or other liabilities that occur under the above-referenced Special Contract for Gas Transportation Service as a result of the activities of Kimball.
- 3) Company reserves the right to discontinue, on a non-discriminatory basis, its recognition of such limited agency arrangement upon written notice if Kimball engages in a pattern of conduct which involves continuous violation of the terms of the subject Special Contract for Gas Transportation Service or Company's Natural Gas Tariff.
- 4) Upon termination of the "Delegation of Responsibilities Agreement", the Customer will assume the responsibilities previously delegated to Kimball or will immediately appoint a new limited agent and execute a new "Delegation of Responsibilities Agreement".
- 5) The Customer understands that all information provided to Kimball is of a proprietary and confidential nature and shall be held strictly confidential. Therefore, the Customer warrants that any information received from Company by Kimball shall be used exclusively for carrying out the functions and obligations described herein and shall not be provided by Kimball to other parties whether or not they are represented by Kimball as agent. Any violation of this provision shall subject the Customer to immediate termination of this "Delegation of Responsibilities Agreement".
- 6) The Customer represents that it has express authority, under applicable state and local law, to enter into this "Delegation of Responsibilities Agreement".

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BY: Stephan O. Bur
SECRETARY OF THE COMMISSION

APPENDIX E

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7) The Customer shall indemnify, defend, and hold Company harmless from any costs including (but not limited to) reasonable attorney's fees, expenses, loss, or liability incurred (a) as a result of Company's performance pursuant to this "Delegation of Responsibilities Agreement", (b) as a result of Company's reliance upon Customer's representation that it has express authority to enter into such "Delegation of Responsibilities Agreement" with Company, and (c) due to the Customer's or Kimball's failure to strictly comply with the terms of this "Delegation of Responsibilities Agreement".

FORD MOTOR COMPANY

By: *[Signature]* *mg-2a*

Title: MANAGER ENERGY

Date: 2/29/00

LOUISVILLE GAS AND ELECTRIC COMPANY

By: *[Signature]*

Title: Senior Vice President - Dist. Op.

Date: 3/1/2000

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PURSUANT TO 207 KAR 5011
SECTION 9 (1)

BY: *[Signature]*
SECRETARY OF THE COMMISSION

APPENDIX F

DETERMINATION OF RESERVED BALANCING SERVICE CHARGE

In addition to any and all charges billed directly to Company by other parties related to the transportation of customer-owned gas and any other charges applicable under the "Special Contract for Gas Transportation Service", Ford Motor Company ("Customer") and Louisville Gas and Electric Company ("Company") agree that, in the event that Customer elects to purchase Reserved Balancing Service, a charge for the Reserved Balance Volume shall apply. The charge for the Reserved Balance volume shall consist of a "Monthly Demand Charge" and a "Monthly Balancing Charge." The sum of these charges shall be applied against the contracted Reserved Balance Volume set forth in Appendix C for the five (5) months of November through March.

Monthly Demand Charge:

The Monthly Demand Charge will be determined quarterly with the applicable winter season Gas Supply Cost Component ("GSCC") filing by Company. This Charge shall be determined by first calculating the sum of the following factors:

1. (Currently effective Pipeline Supplier's NNS Charge x Currently effective NNS Contract Demand x Number of billing months in GSCC quarter).
2. (Currently effective Pipeline Supplier's FT Charge x Currently effective FT Contract Demand x number of billing months in GSCC quarter).
3. (Currently effective Long-Term Firm Contracts with Suppliers for number of billing months in GSCC quarter).

The Monthly Demand Charge shall be equal to the sum of the above three factors divided by LG&E's Design Day Requirement multiplied by the number of billing months in the GSCC quarter.

Monthly Balancing Charge:

The Monthly Balancing Charge shall be \$8.7608 per Mcf for each of the five (5) Rate RBS billing months of November through March.

FORD MOTOR COMPANY

By: Jason Hanks for Randap March

Title: MANAGER ENERGY

Date: 2/29/00

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LOUISVILLE GAS AND ELECTRIC COMPANY

By: Rebecca D. Lewis by Clayton M. Hughes

Title: Senior Vice President / Dept. Mgr.

Date: 3/1/2000

PURSUANT TO 207 KAR 5011 SECTION 9 (1) SECRETARY OF THE COMMISSION

APPENDIX G

POOLING SERVICE

By providing notice to Louisville Gas and Electric Company ("Company") at least four weeks prior to the beginning of a billing period when service under this Appendix G shall commence, Ford Motor Company ("Customer") may choose to operate a Pool for the Ford Plants as provided in this Appendix G. Company and Customer agree that the following provisions are applicable to the Pooling Service for the Ford Plants.

Customer shall act as Pool Manager for the Ford Plants. However, Customer may assign its nomination duties as Pool Manager to an Agent pursuant to Appendix E of this Contract.

If Customer assigns its nomination duties as Pool Manager to an Agent pursuant to Appendix E of this Contract, Customer shall be responsible for insuring that its Agent complies with the provisions of this Appendix G. If Customer assigns its nomination duties as Pool Manager to an Agent, Company will continue to bill Customer for any charges applicable to Customer's Pool pursuant to Company's Standard Rider for Pooling Service, Rate PS ("Rate PS")

Pursuant to the terms of this Appendix G, Pool Manager shall deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full requirements of the Ford Plants. The Pool Manager will deliver natural gas to Company for the Pool pursuant to the "Transportation Service Provisions" in Appendix B and the "Nomination Procedures" in Appendix D and as otherwise required under this Contract.

The terms of Company's Rate PS, as amended from time to time, are incorporated into and made a part of this Contract; provided however that for purposes of this Contract, the Utilization Charge for Daily Imbalances, as incorporated in Rate PS, will be applied to daily imbalances which exceed of the volume delivered by Pool Manager,

Customer shall receive a separate monthly invoice for Pooling Service, which shall include all charges applicable to Pool Managers pursuant to Rate PS. Customer's Reserved Balance Volume, as set forth in Appendix C, shall be assigned to Pool Manager's Pool for the purpose of determining daily imbalances, and Customer's invoice for Pooling Service shall include any applicable charges for balancing service under Rate PS of this Contract.

The customers to be included in Customer's Pool shall be the Ford Plants. None of the customers may be included in the Customer's Pool.

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BY: Stefano D. Bell
SECRETARY OF THE COMMISSION

APPENDIX G

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Nothing in this Appendix G shall prevent the Ford Plants from participating in a pool as provided for under Rate PS, providing Ford understands that the special pooling provisions described in this Appendix G will not be extended to such a pool.

FORD MOTOR COMPANY

By: *Quinn Hank for Parking Meter* *JK*

Title: MANAGER ENERGY

Date: 2/29/00

LOUISVILLE GAS AND ELECTRIC COMPANY

By: *Rebecca N. Farnas by Kelly Murphy*

Title: *Senior Vice President Dist. Op.*

Date: 3/1/2000

PUBLIC SERVICE COMMISSION
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PURSUANT TO 207 KAR 5:011.
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BY: *Stephen D. Bell*
SECRETARY OF THE COMMISSION