

AGREEMENT FOR OUTDOOR LIGHTING

This Agreement is entered into this 5th day of June 1998 by and between the City of Louisville acting by and through its Department of Public Works (the "City") and Louisville Gas and Electric Company ("LG&E").

WHEREAS, the City requested and authorized LG&E to install eleven (11) Hadco 250 Watt HPS Victorian outdoor light fixtures on fourteen (14) foot poles with Chesapeake anchor bases on the City's premises at the Louisville Zoo on Trevillian Way (the "System");

WHEREAS, LG&E installed the System and placed the System in service on March 31, 1997;

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. LG&E's Obligations. LG&E shall provide routine maintenance and electric service to the System necessary for the proper functioning of the System. The City shall notify LG&E of a light out and LG&E shall respond to such notice within approximately two (2) business days.

2. City's Obligations. The City hereby grants a license to LG&E to enter its property for the purpose of installing, repairing, maintaining, replacing or removing the System. The City acknowledges that the System remains the property of LG&E and shall not permit any object to be attached to the System without the express written consent of LG&E.

3. Compensation.

a. The City agrees to pay LG&E the amount of \$441.43 per month (or \$40.13 per fixture per month) for service to the System from July 1, 1998 through the remaining term of this Agreement. LG&E will invoice the City on a monthly basis for service to the System.

b. The City agrees to pay LG&E the amount of \$6,621.45 for electric service provided to LG&E from the in-service date of March 31, 1997 to July 1, 1998. The City shall pay this amount within 60 days of the effective date as set forth above.

c. If there are more than three (3) calls per calendar year to repair damage to the System due to vandalism, the City agrees to pay LG&E its regular labor and material costs for every call due to vandalism thereafter.

4. Term. The initial term of this Agreement is five (5) years beginning on the in-service date of the equipment as indicated above. If, during the initial term, the City cancels this Agreement, the City agrees to pay LG&E the monthly service fee for the months remaining in the initial five (5) year term. After five (5) years, the City may terminate this Agreement by written notice to LG&E. This Agreement will continue in effect until so terminated. At the termination of this Agreement, LG&E shall have the option to remove the System at its expense.

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OF KENTUCKY
EFFECTIVE

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B. Y. J. & A.
SECRETARY

5. Indemnification.

a. The City agrees to indemnify, hold harmless and defend LG&E and all of their directors, officers, agents and employees from and against all claims, liability, damages, losses or costs including without limitation, reasonable attorney's fees, arising out of or resulting from the performance of this Agreement that is attributable to or caused by any negligent act of the City, its agents or subcontractors, and results in personal injury, bodily injury, sickness, disease or death to persons, whether or not affiliated with LG&E, or damage to or destruction of property, whether or not owned by LG&E, including the loss of use resulting therefrom, and/or breach of contract.

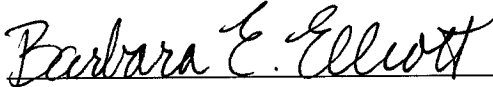
b. LG&E agrees to indemnify, hold harmless and defend the City and all of their directors, officers, agents and employees from and against all claims, liability, damages, losses or costs including without limitation, reasonable attorney's fees, arising out of or resulting from the performance of this Agreement that is attributable to or caused by any negligent act of LG&E, its agents or subcontractors, and results in personal injury, bodily injury, sickness, disease or death to persons, whether or not affiliated with the City, or damage to or destruction of property, whether or not owned by the City, including the loss of use resulting therefrom, and/or breach of contract.

6. PSC Jurisdiction. The parties acknowledge that this Agreement may be subject to modification or abrogation by order of the Kentucky Public Service Commission.

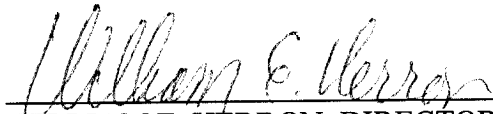
7. Complete Agreement. This Agreement is the final and complete agreement of the parties respecting the subject matter of this Agreement and hereby supersedes all prior or contemporaneous oral or written understandings and agreements of the parties relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

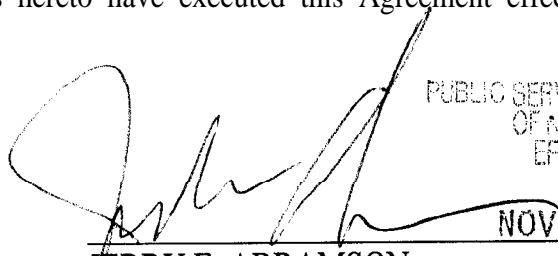
APPROVED AS TO FORM:



WILLIAM C. STONE
DIRECTOR OF LAW
CITY OF LOUISVILLE

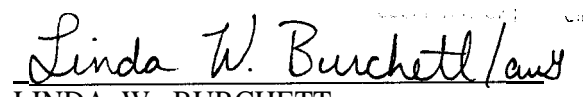


WILLIAM E. HERRON, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
CITY OF LOUISVILLE



JERRY E. ABRAMSON
MAYOR
CITY OF LOUISVILLE

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OF KENTUCKY
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NOV 20 1998



LINDA W. BURCHETT
TEAM LEADER, OUTDOOR LIGHTING
LOUISVILLE GAS AND ELECTRIC CO.