

**REPLACEMENT POWER AGREEMENT BETWEEN  
LOUISVILLE GAS AND ELECTRIC COMPANY AND  
FORD MOTOR COMPANY**

THIS AGREEMENT, made and entered into this 25th day of March, 1993, 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."

**W I T N E S E T H**

WHEREAS, Company owns and operates an electric generating, transmission, and distribution system in and about the City of Louisville and Jefferson County, Kentucky; and

WHEREAS, Customer is a consumer of electricity sold to it by Company at Customer's facility located at 3001 Chamberlain Lane, Lyndon, Kentucky;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Commencing April 1, 1993, Company will sell and deliver and Customer will take and purchase the electric power requirements for the operation of the facility referenced above at the rates and under the conditions of Company's standard rate schedule LP-TOD, or its successor, as amended by the terms and conditions of the agreement entered into by Company and Customer dated October 31, 1992, and the standard rider for Interruptible Service, or its successor, as further amended by the terms and conditions as hereinafter set forth. A copy of the current tariff is attached hereto.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 29 1993

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

BY: George H. Miller  
PUBLIC SERVICE COMMISSION MANAGER

containing rate schedule LP-TOD and the standard rider for Interruptible Service are attached and marked as Attachment A. Customer shall be served at 13.8 KV under the primary distribution rate of rate schedule LP-TOD. Customer has designated a firm demand of 5,000 Kilowatts. Any excess demand above this firm demand shall be considered as interruptible demand.

2. Company may require Customer to interrupt its interruptible demand whenever any of the following conditions occur:

- (a) the Company's cost of purchasing energy exceeds the energy charge set forth in the rate schedule applicable to Customer, as adjusted by the Company's Fuel Adjustment Clause;
- (b) the price the Company receives for the sale of power to a wholesale customer exceeds the energy charge set forth in the rate schedule applicable to Customer, as adjusted by the Company's Fuel Adjustment Clause, but only if the sale to the wholesale customer would not have occurred without such interruption;
- (c) the incremental energy cost of the Company's most costly unit exceeds the energy charge set forth in the rate schedule or contract applicable to Customer, as adjusted by the Company's Fuel Adjustment Clause;
- (d) an emergency condition exists on the Company's system;
- (e) there is, or will likely be, a system overload which will or could possibly be mitigated or alleviated by interruption of Customer's load; or

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 29 1993

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: *Shirley Deller*  
PUBLIC SERVICE COMMISSION MANAGER

(f) any circumstance exists whereby the Company's system security, integrity, or reliability could be affected.

Whenever it becomes necessary to interrupt Customer's load, Company shall use its best efforts to provide replacement power for the interruptible load that would have otherwise been interrupted, except when to do so will endanger public health and safety.

If the Customer is interrupted for any reason listed above, the price of replacement power shall be based on Company's out-of-pocket costs of either generating the replacement power on its system or purchasing it from another utility, plus transmission, administration and other costs at the time Customer purchases replacement power.

3. Company's electric load dispatcher will, at the time of the notice to interrupt, determine whether replacement power is available and at what price. If the dispatcher determines that replacement power is available at a total cost to customer of less than 120 mills per kwh (the "Automatic Buy-through Price"), the dispatcher shall, without prior notice to Customer, provide such replacement power to Customer and shall, after such replacement power is no longer being provided to Customer, notify Customer of the total number of hours Customer used such replacement power and the cost. If the dispatcher determines that replacement power is available only at a cost greater than the Automatic Buy-through

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 29 1993

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

BY: *[Signature]*

Price, the dispatcher will notify Customer of the impending interruption and provide a firm price for replacement power energy in mills per kwh. An assessment of the availability of replacement power at such greater cost will be made each hour thereafter, and a new price quotation will be given to Customer for any hour that replacement power is available. For any hour that replacement power is available at a price greater than the Automatic Buy-through Price, Customer will have the option of either being interrupted or purchasing the replacement power at the price quoted for that hour. The price quoted for replacement power will apply to all energy consumed for that hour above the quantity of Firm Power. Customer may change the level of Automatic Buy-through Price threshold from time to time, by providing written notice to Company 30 days in advance of such change.

4. At any time Customer uses replacement power, the hours that replacement power is purchased will be considered a period of interruption for determining the maximum hours of interruption permitted under Company's standard rider for Interruptible Service. Under Company's current standard rider for Interruptible Service, the Company is entitled to require Customer to interrupt service upon providing at least 10 minutes prior notice, with the interruption not to exceed 10 hours duration per interruption and the maximum annual interruption not to exceed 250 hours.

5. This agreement shall become effective on April 1, 1993. Customer cannot terminate this Agreement with less than 15 years' written notice unless the following conditions are

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 29 1993

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

termination with less than three years written notice are met. First, Company must have sufficient capacity, in the Company's sole judgement, to serve the Customer's load which would have otherwise been interruptible. Secondly, Customer must pay Company the difference between the demand charge it has paid under the standard rider for Interruptible Service and the demand charge for Firm Power for each kilowatt of billing demand for each month since the effective date of this agreement or three years prior to the date of termination under this paragraph 5, whichever is later.

6. This Agreement is entered into in conformity with the terms and conditions of paragraph 3 of the agreement between Company and Customer dated October 31, 1992.

7. It is mutually understood that the rates, terms, and conditions contained in this Agreement are at all times subject to the regulatory jurisdiction of the Public Service Commission of Kentucky, and may be increased, amended or otherwise changed by action of the Commission. In the event, however, that any revisions, amendments or successors to the tariffs or rate schedules applicable to this Agreement, except for amendments to the tariffs filed by Company with the Public Service Commission within two (2) months of the effective date of this Agreement, shall result in a material change to the intended effect of any provision of this Agreement, Customer and Company agree that at either party's request they will negotiate in good faith to amend this Agreement to accommodate such changes. Should the parties be unable to agree upon mutually acceptable amendment(s), either party

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 29 1993

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

BY: *Chapelle*  
PUBLIC SERVICE COMMISSION MANAGER

may, no later than six (6) months from the effective date of the revisions, amendments or successors to the tariff or rate schedules referred to above, withdraw from this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

FORD MOTOR COMPANY

LOUISVILLE GAS AND ELECTRIC COMPANY

By: *SM [unclear]*

By: *[Signature]* 2/25/93

Title: *J. A. Courter*  
James A. Courter  
Secretary

Title: *VP & GM*

*[Handwritten initials]*  
2/25/93  
*[Handwritten initials]*

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 29 1993

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

14th Rev. SHEET NO. 15-A

CANCELLING 13th Rev. SHEET NO. 15-A

P.S.C. OF KY. ELECTRIC NO. 4

STANDARD RATE SCHEDULE

LP-TOD

Industrial Power Time-of-Day Rate

Applicable:

In all territory served.

Availability:

This schedule is available for three-phase industrial power and lighting service to customers whose monthly demand is equal to or greater than 150 kilowatts, the customer to furnish and maintain all necessary transformation and voltage regulatory equipment required for lighting usage. As used herein the term "industrial" shall apply to any activity engaged primarily in manufacturing or to any other activity where the usage for lighting does not exceed 10% of total usage. Company reserves the right to decline to serve any new load of more than 50,000 kilowatts under this rate schedule.

Rate:

Customer Charge: \$44.29 per delivery point per month

Demand Charge:

Basic Demand Charge

Secondary Distribution . . . . .	\$5.31 per Kw per month
Primary Distribution . . . . .	\$3.34 per Kw per month
Transmission Line . . . . .	\$2.13 per Kw per month

Applicable to the highest average load in kilowatts recorded during any 15-minute interval in the monthly billing period, but not less than 50% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months.

Peak Period Demand Charge

Summer Peak Period . . . . .	\$5.57 per Kw per month
Winter Peak Period . . . . .	\$2.95 per Kw per month

Applicable to the highest average load in kilowatts recorded during any 15-minute interval of the peak period, as defined herein, in the monthly billing period, but not less than 50% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months.

Energy Charge . . . . . 2.612¢ per Kwh

Summer Peak Period is defined as weekdays, except holidays as recognized by Company, from 9 A.M. to 11 P.M. local time, during the 4 monthly billing periods of June through September.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE October 15, 1991 DATE EFFECTIVE September 30, 1991

ISSUED BY David R. Carey Marketing & Planning Louisville, KY

Issued pursuant to an Order of the PSC of Ky. in Case No. 90-1000 PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: [Signature] PUBLIC SERVICE COMMISSION MANAGER

APR 29 1993

2nd Rev. SHEET NO. 15-B

CANCELLING 1st Rev. SHEET NO. 15-B

P.S.C. OF KY. ELECTRIC NO. 4

STANDARD RATE SCHEDULE	LP-TOD
Industrial Power Time-of-Day Rate (Cont'd)	
<p><u>Winter Peak Period</u> is defined as weekdays, except holidays as recognized by Company, from 6 A.M. to 10 P.M. local time, during the 8 monthly billing periods of October through May.</p>	
<p><u>Primary Distribution and Transmission Lines Service:</u> The above demand charge for primary distribution and transmission line service are predicated on the customer's taking service at the applicable available voltage and furnishing, installing, and maintaining complete substation structure and all equipment necessary to take service such voltage. The nominal primary distribution voltages of Company, where available, are 2,400/4,160Y, 7,200/12,470Y, 13,800, or 34,500. The transmission line voltages of Company, where available, are 69,000, 138,000 and 345,000.</p>	
<p><u>Power Factor Provision:</u> The monthly demand charge shall be decreased .4% for each whole one per cent by which the monthly average power factor exceeds 80% lagging and shall be increased .6% for each whole one per cent by which the monthly average power factor is less than 80% lagging.  Monthly average power factor shall be determined by means of a reactive component meter ratcheted to record only lagging reactive kilovolt ampere hours, used in conjunction with a standard watt-hour meter.</p>	
<p><u>Fuel Clause:</u> The monthly amount computed in accordance with the provisions specified above shall be increased or decreased in accordance with the Fuel Clause set forth on Sheet No. 24 of this Tariff.</p>	
<p><u>Minimum Monthly Charges:</u> The monthly bill shall in no event be less than the customer charge plus the demand charge computed upon the billing demand for the month.</p>	
<p><u>Prompt Payment Provision:</u> The monthly bill will be rendered at the above net charges (including net minimum bills when applicable) plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within 15 days from date.</p>	
<p><u>Fluctuating Load Conditions:</u> In the case of hoists, elevators, transformer type welders, furnaces and other installations where the use of electricity is intermittent and subject to violent fluctuations, the Company reserves the right to require the customer to provide at his own expense suitable equipment to reasonably limit such intermittence or fluctuation.</p>	

T

T

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE July 19, 1988 DATE EFFECTIVE May 20, 1988

ISSUED BY R. L. Royer President PURSUANT TO 807 KAR 5.011 SECTION 9(1)

Issued pursuant to an Order of the PSC of Ky. in Case No. 8064 dated 7/1/88.



1st Rev. SHEET NO. 15-C

CANCELLING Original SHEET NO. 15-C

P.S.C. OF KY. ELECTRIC NO. 4

STANDARD RATE SCHEDULE

Industrial Power Time-of-Day Rate (Cont'd)

Exit or Emergency Lighting:

Where governmental code or regulation requires a separate circuit for exit or emergency lighting, the demand and consumption of such separate circuit may be combined for billing with those of the principal power circuit.

Term of Contract:

Contracts under this rate shall be for an initial term of one year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

Applicability of Rules:

Service under this rate schedule is subject to Company's rules and regulations governing the supply of electric service as incorporated in this Tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 29 1993

PURSUANT TO 807 KAR 5.011.

SECTION 9 (1)

May 20 1988

DATE OF ISSUE July 27, 1988 DATE EFFECTIVE BY [Signature]

ISSUED BY R. L. Royer President PUBLIC SERVICE COMMISSION MANAGER  
Louisville, Kentucky

Issued pursuant to an Order of the PSC of Ky. in Case No. 10064 dated 7/1/88.

**DRAFT**

SHEET NO. \_\_\_\_\_

CANCELLING \_\_\_\_\_

SHEET NO. \_\_\_\_\_

P.S.C. OF KY. ELECTRIC NO. 4

STANDARD RIDER

Interruptible Service

Applicable:

To Large Commercial Rate LC, Rate LC-TOD, Industrial Power Rate LP and Rate LP-TOD.

Availability:

This rider is available for interruptible service to any customer whose interruptible demand is at least 1,000 kilowatts.

Contract Demand:

The contract shall be for a given amount of firm demand which shall be billed at the appropriate standard rate schedule demand charge. Any excess monthly demands above this firm demand shall be considered as interruptible demand.

Rate:

The monthly bill for service under this rider shall be determined in accordance with the provisions of either Rate LC, Rate LC-TOD or Rate LP or Rate LP-TOD, except there shall be an interruptible demand credit of \$3.30 per kilowatt per month.

The interruptible demand credit shall be applied to the monthly billing demand in excess of the firm contract demand (but not less than 1,000 kilowatts) determined in accordance with the billing demand provision under the applicable rate schedule, except in the case of service under Rate LC-TOD or Rate LP-TOD, the interruptible credit shall be applied to the billing demands as determined for the peak periods only.

Interruption of Service:

The Company will be entitled to require customer to interrupt service at any time and for any reason upon providing at least 10 minutes' prior notice. Such interruption shall not exceed 10 hours duration per interruption, nor shall the maximum annual interruption exceed 250 hours.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 29 1993

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_ PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

ISSUED BY \_\_\_\_\_

NAME

TITLE

BY: \_\_\_\_\_

PUBLIC SERVICE COMMISSION MANAGER

**DRAFT**

CANCELLING \_\_\_\_\_ SHEET NO. \_\_\_\_\_

P.S.C. OF KY. ELECTRIC NO. 4

STANDARD RIDER

Interruptible Service (Continued)

Penalty for Unauthorized Use:

In the event customer fails to comply with a Company request to interrupt either as to time or amount of power used, the customer shall be billed for the monthly billing period of such occurrence at the rate of \$25.00 per kilowatt of monthly billing demand. Failure to interrupt may also result in the termination of the contract.

Term of Contract:

The minimum original contract period shall be one year and thereafter until terminated by giving at least 6 months previous written notice, but company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.

Applicability of Terms:

Except as specified above, all other provisions of Rate LC, Rate LC-TOD, Rate LP, and Rate LP-TOD shall apply.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 29 1993

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_ PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
ISSUED BY \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_ BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER