

AMENDMENT TO AGREEMENT

The Written Consent ("Agreement") entered into November 14, 1990 between Louisville Gas and Electric Company ("LG&E") and W. Fulton Brooks (Brooks Marina) ("W. Fulton Brooks") is hereby changed, modified and amended, pursuant to Point 12 of said Agreement, in the following manner:

I. Point 3 [Rates] is hereby amended [deletions are signified by the stricken out language; additions signified by the underlined language] to read in its entirety as follows:

3. Rates. Brooks may resell the electric energy ~~only if the rates charged~~ to the occupants of the trailer park ~~are comparable with~~ at the rates which ~~would be~~ do not exceed those charged by LG&E ~~for residential electric service under its approved Electric Tariff.~~

(a) ~~There shall be~~ Brooks may assess a monthly customer charge per meter equal to LG&E's approved monthly residential customer charge.

(b) The electric energy resold by Brooks at each trailer pad shall be metered and charged on a kilowatt per hour and billed on a monthly basis in a manner that reasonably approximates the average kilowatt per hour rate charged by LG&E to residential customers during the same period for residential service, as adjusted by the Fuel Clause.

II. Point 11 [Consumer Complaints] is hereby amended [deletions are signified by the stricken out language; additions signified by the underlined language] to read in its entirety as follows:

11. Consumer Complaints. Brooks acknowledges and accepts the obligation to resolve any complaints from the occupants of the trailer park concerning the rates or charges for the electric

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energy resold under this Agreement. In the event any of the occupants of the trailer park shall have such a complaint, they may bring their complaint to the ~~Kentucky Public Service Commission~~ Louisville Gas and Electric Company for resolution. As a condition to the resale of LG&E's electric energy, Brooks agrees to respond to any such complaint and cooperate with the ~~Kentucky Public Service Commission~~ Louisville Gas and Electric Company in order to resolve the dispute. ~~Brooks agrees that the Public Service Commission, after proper investigation and review, may require Brooks to take steps to remedy the complaint, including the payment of refunds to the complaining party or the loss of Brooks privilege to resell LG&E's energy upon written notice to Brooks and LG&E.~~

III. The remaining provisions of the Agreement signed November 14, 1990 continue in full force and effect as written, and will so continue until amended, changed or modified in a writing signed by both parties.

Having read the above-described terms and conditions, this Amendment to Agreement is hereby accepted and agreed to:

LOUISVILLE GAS AND ELECTRIC

W. FULTON BROOKS (BROOKS MARINA)

By: Thomas K. Alexander
Title: 1/c Accounts Representative
Date: 6-4-91

By: Mrs. Irene Brooks
Title: Owner
Date: 6-3-91

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