



Mr. Jeff DeRouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602-0615

November 16, 2010

RECEIVED

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PUBLIC SERVICE  
COMMISSION

**LG&E and KU Energy LLC**  
State Regulation and Rates  
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Louisville, Kentucky 40232  
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Manager - Regulatory Affairs  
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Re: ***Joint Application of PPL Corporation, E.ON AG, E.ON US Investments Corp., E.ON U.S. LLC, Louisville Gas and Electric Company and Kentucky Utilities Company For Approval of An Acquisition of Ownership and Control of Utilities – Case No. 2010-00204***

Dear Mr. DeRouen:

Pursuant to the Commission's Order dated September 30, 2010 in the aforementioned case, specifically Appendix C, Commitment No. 23 of the Commission's Order, Kentucky Utilities Company for informational purposes, hereby submits with the Commission its Amendment to the Company's current Money Pool Agreement filed on November 12, 2009 with the Virginia State Corporation Commission. The Amended Utility Money Pool was filed electronically and is attached for your reference.

Please confirm your receipt of this filing by placing the stamp of your Office with date received on the extra copy and returning to me in the enclosed envelope. Should you have any questions regarding this information, please contact me at your convenience.

Sincerely,

  
Rick E. Lovekamp

**“In November 2010, E.ON U.S. LLC was renamed LG&E and KU Energy LLC.”**

**Virginia State Corporation Commission  
eFiling CASE Document Cover Sheet**

101120047

**Case Number (if already assigned)** PUE-2009-00104

**Case Name (if known)** *Application of Kentucky Utilities Company d/b/a Old Dominion Power Company for Authority to Engage in an Affiliate Transaction Under Chapter 4 of Title 56 of the Code of Virginia*

**Document Type** CORR

**Document Description Summary** KU-ODP letter requesting order to approve amended money pool agreement due to a name change

**Total Number of Pages** 14

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STOLL · KEENON · OGDEN  
PLLC

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November 12, 2010

VIA ELECTRONIC FILING

Joel Peck  
Clerk, Document Control Center  
Virginia State Corporation Commission  
Tyler Building, 1st floor  
1300 East Main Street  
Richmond, Virginia 23219

RE: Application of Kentucky Utilities Company d/b/a Old Dominion Power Company for Authority to Engage in an Affiliate Transaction Under Chapter 4 of Title 56 of the Code of Virginia  
Case No. PUE-2009-00104

Dear Mr. Peck:

On June 15, 2010, PPL Corporation, E.ON AG, E.ON US Investments Corp., E.ON U.S. LLC ("E.ON U.S."), and Kentucky Utilities Company d/b/a Old Dominion Power Company ("KU/ODP") filed with the State Corporation Commission ("Commission") a joint petition for approval of the transfer of ownership and control of KU/ODP by E.ON US Investments to PPL in Case No. PUE-2010-00060. On October 19, 2010, the Commission issued its Final Order approving the requested change of ownership and control. On page 10 of its Final Order, the Commission included the following requirement:

16. When any of the affiliates with which KU/ODP currently has an approved affiliate agreement undergoes a name change as a result of the Proposed Transfer, KU/ODP shall file an application for Commission approval of a new affiliate agreement within sixty (60) days of such name change taking effect.

As a result of the approved change of control, the legal name of E.ON U.S. was changed to LG&E and KU Energy LLC on November 1, 2010; and the legal name E.ON U.S. Services Inc. ("Servco") was changed to LG&E and KU Services Company on September 30, 2010. Neither LG&E and KU Energy LLC nor LG&E and KU Services Company changed the nature

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November 12, 2010  
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of their current legal entities. (Neither KU/ODP nor its sister utility, Louisville Gas and Electric Company ["LG&E"], changed its name.)

One of the affiliate agreements the Commission has approved for KU/ODP is the money pool agreement between KU/ODP, LG&E, Servco, and E.ON U.S. (now LG&E and KU Energy LLC). As described in previous filings with the Commission, the money pool permits KU/ODP to obtain low-cost short-term debt from LG&E and E.ON U.S. (now LG&E and KU Energy LLC), as well as to loan money to its sister utility (but not to any other affiliate) on a similar basis. Servco administers the money pool. In its Order Granting Authority issued September 21, 2007 in Case No. PUE-2007-00082, the Commission approved the current Amended Utility Money Pool Agreement for a period ending December 31, 2009. Subsequently, on December 29, 2009, the Commission issued its Order Granting Authority in Case Nos. PUE-2007-00082 and PUE-2009-00104, extending the period for the Amended Utility Money Pool Agreement through December 31, 2011. Thus, as filed and approved, the current agreement expires on December 31, 2011.

None of the money pool participants desires to change the current, approved agreement in any way; however, in accordance with the Commission's Final Order in Case No. PUE-2010-00060, KU/ODP, LG&E, and LG&E and KU Energy LLC (the "Money Pool Participants") respectfully request the Commission to issue an order amending the authority granted in the Commission's December 21, 2009 Order Granting Authority in Case No. PUE-2009-00104 to permit the replacement of the name "E.ON U.S. LLC" with "LG&E and KU Energy LLC" and the name E.ON U.S. Services Inc. with "LG&E and KU Services Company" in the Amended Utility Money Pool Agreement. The Money Pool Participants request that no other changes be made to the terms, operation, and reporting requirements set out in the Application and the Commission's December 21, 2009 order in Case No. PUE-2009-00104.

The Commission approved a similar request made by letter addressed to the Clerk of the Commission in Case No. PUE-2002-00644. In that case, KU/ODP filed a letter with the Clerk on January 20, 2003, asking the Commission to amend the money pool authority granted by the Commission's December 17, 2002 order due to the change of corporate form of one of the participants in the pool from a corporation to a limited liability company (LG&E Energy Corp. became LG&E Energy LLC). Other than replacing LG&E Energy Corp. with LG&E Energy LLC, the then-participants in the money pool asked the Commission to make no changes to the terms and operation of, and the reporting requirements related to, the money pool. The Commission approved the request in its January 30, 2004 order in Case No. PUE-2002-00644.

An executed copy of the Amended Utility Money Pool Agreement and the amendment reflecting the extension of the term approved by the Commission in Case No. PUE-2009-00104 are enclosed with this letter. Enclosed further is a proposed amendment to the Amended Utility Money Pool Agreement, replacing the name "E.ON U.S. LLC" with "LG&E and KU Energy LLC" and the name E.ON U.S. Services Inc. with "LG&E and KU Services Company."

101120047

Joel Peck  
November 12, 2010  
Page 3

The Money Pool Participants therefore respectfully ask the Commission to enter the requested order at its earliest convenience.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,

  
Kendrick R. Riggs

KRR/ec

Enclosures (3)

cc: John R. Ballsrud, Principal Financial Analyst, Division of Economics & Finance  
Lonnie E. Bellar, Vice President, State Regulation and Rates, LG&E and KU Energy LLC  
Allyson K. Sturgeon, Senior Corporate Attorney, LG&E and KU Energy LLC

## AMENDED UTILITY MONEY POOL AGREEMENT

This Amended Utility Money Pool Agreement (the "Agreement"), dated as of December 17, 2007, is made and entered into by and among E.ON U.S. LLC ("E.ON US"), a Kentucky limited liability company and a holding company under the Federal Power Act ("FPA") and the Public Utility Holding Company Act of 2005 ("PUHCA 2005"), each as amended, E.ON U.S. Services Inc. ("E.ON US Services"), a Kentucky corporation and a non-utility subsidiary of E.ON US and a service company under PUHCA 2005, (in its role as administrator of the money pool), Louisville Gas and Electric Company ("LG&E") and Kentucky Utilities Company ("KU") (each a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, pursuant to an Utility Money Pool Agreement dated September 1, 2002, (the "Prior Agreement") the Parties previously established a Money Pool (the "Utility Money Pool") to coordinate and provide for certain of their short-term cash and working capital requirements; and

WHEREAS, in accordance with recent changes in law and regulations under the FPA and PUHCA 2005, the parties desire to terminate the Prior Agreement and enter into this Agreement to govern the Utility Money Pool; and

WHEREAS, the utility subsidiaries that will participate in the Utility Money Pool (each a "Utility Subsidiary" and collectively, the "Utility Subsidiaries") will from time to time have need to borrow funds on a short-term basis, and certain of the Parties will from time to time have funds available to loan on a short-term basis;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions contained herein, the Parties hereto agree as follows:

### ARTICLE I CONTRIBUTIONS AND BORROWINGS

#### Section 1.01 Contributions to Utility Money Pool:

Each Party will determine each day, on the basis of cash flow projections and other relevant factors, in such Party's sole discretion, the amount of funds it has available for contribution to the Utility Money Pool, and will contribute such funds to the Utility Money Pool. The determination of whether a Party at any time has surplus funds to lend to the Utility Money Pool or shall lend funds to the Utility Money Pool will be made by such Party's chief financial officer or treasurer, or by a designee thereof, on the basis of cash flow projections and other relevant factors, in such Party's sole discretion. Each Party may withdraw any of its funds at any time upon notice to E.ON US Services as administrative agent of the Utility Money Pool.

## Section 1.02 Rights to Borrow.

Subject to the provisions of Section 1.04(c) of this Agreement, short-term borrowing needs of the Utility Subsidiaries will be met by funds in the Utility Money Pool to the extent such funds are available. Each Utility Subsidiary shall have the right to make short-term borrowings from the Utility Money Pool from time to time, subject to the availability of funds and the limitations and conditions set forth herein, in the FPA and PUHCA 2005 and in the applicable orders of the Federal Energy Regulatory Commission ("FERC") thereunder. Each Utility Subsidiary may request loans from the Utility Money Pool from time to time during the period from the date hereof until this Agreement is terminated by written agreement of the Parties; provided, however, that the aggregate amount of all loans requested by any Utility Subsidiary hereunder shall not exceed the applicable borrowing limits set forth in applicable orders of the FERC and other regulatory authorities, resolutions of such Utility Subsidiary's Board of Directors, such Utility Subsidiary's governing corporate documents, and agreements binding upon such Utility Subsidiary. No loans through the Utility Money Pool will be made to, and no borrowings through the Utility Money Pool will be made by, E.ON US or E.ON US Services.

## Section 1.03 Source of Funds.

Funds will be available through the Utility Money Pool from the following sources for use by the Parties from time to time: (1) surplus funds in the treasuries of the Utility Subsidiaries, (2) surplus funds in the treasuries of E.ON US, (3) intercompany short-term loans, and (4) proceeds from bank borrowings and/or the sale of commercial paper by each of the Parties (other than E.ON US Services) ("External Funds"), in each case to the extent permitted by applicable laws and regulatory orders. Funds will be made available from such sources in such other order as E.ON US Services, as administrator of the Utility Money Pool, may determine will result in a lower cost of borrowing to companies borrowing from the Utility Money Pool, consistent with the individual borrowing needs and financial standing of the Parties providing funds to the Utility Money Pool.

## Section 1.04 Authorization.

- (a) Each loan shall be authorized by the lending Party's chief financial officer or treasurer, or by a designee thereof.
- (b) E.ON US Services, as administrator of the Utility Money Pool, will provide each Party with periodic activity and cash accounting reports that include, among other things, reports of cash activity, the daily balance of loans outstanding and the calculation of interest charged.
- (c) All borrowings from the Utility Money Pool shall be authorized by the borrowing Party's chief financial officer or treasurer, or by a designee thereof. No Party shall be required to effect a borrowing through the Utility Money Pool if such Party determines that it can (and is authorized to) effect such borrowing at lower cost directly from banks or through the sale of its own commercial paper.

#### Section 1.05 Interest.

The daily outstanding balance of all loans to any Utility Subsidiary during a calendar month shall accrue interest at the rates for high-grade unsecured 30-day commercial paper of major corporations sold through dealers as quoted in The Wall Street Journal (the "Average Composite") on the last business day of the prior calendar month. E.ON US Services will not charge interest or fees for managing the Utility Money Pool.

#### Section 1.06 Certain Costs.

The cost of compensating balances and fees paid to banks to maintain credit lines by Parties lending External Funds to the Utility Money Pool shall be paid by the Party maintaining such line.

#### Section 1.07 Repayment.

Each Utility Subsidiary receiving a loan from the Utility Money Pool hereunder shall repay the principal amount of such loan, together with all interest accrued thereon, on demand and in any event within 365 days of the date on which such loan was made. All loans made through the Utility Money Pool may be prepaid by the borrower without premium or penalty.

#### Section 1.08 Form of Loans to Utility Subsidiaries.

Loans to the Utility Subsidiaries from the Utility Money Pool shall be made as open-account advances, pursuant to the terms of this Agreement. A separate promissory note will not be required for each individual transaction. Instead, a promissory note evidencing the terms of the transactions shall be signed by the Parties to the transaction. Any such note shall: (a) be in substantially the form attached hereto as Exhibit A; (b) be dated as of the date of the initial borrowing; (c) be payable on demand; and (d) be repayable in whole at any time or in part from time to time, without premium or penalty.

## ARTICLE II OPERATION OF UTILITY MONEY POOL

#### Section 2.01 Operation.

Operation of the Utility Money Pool, including record keeping and coordination of loans, will be handled by E.ON US Services under the authority of the appropriate officers of the Parties. E.ON US Services shall be responsible for the determination of all applicable interest rates and charges to be applied to advances outstanding at any time hereunder, shall maintain records of all balances, advances, interest charges and accruals, maturity dates, interest and principal payments, security, restrictions, and/or methods or Parties' duties regarding the above (all, as and if applicable) for purposes hereof, and shall prepare periodic reports thereof for the Parties. E.ON US Services will not charge for managing the Utility Money Pool. Such documentation shall be maintained in accordance with the applicable documentation requirements of the FERC's Uniform System of Accounts. Separate records shall be kept by



E.ON US Services for the Utility Money Pool established by this Agreement and any other money pool administered by E.ON US Services.

#### Section 2.02 Investment of Surplus Funds in the Utility Money Pool

Funds not required for the Utility Money Pool loans (with the exception of funds required to satisfy the Utility Money Pool's liquidity requirements) will ordinarily be invested in one or more short-term investments, including (i) interest-bearing accounts with banks; (ii) obligations issued or guaranteed by the U.S. government and/or its agencies and instrumentalities, including obligations under repurchase agreements; (iii) obligations issued or guaranteed by any state or political subdivision thereof, provided that such obligations are rated not less than A by a nationally recognized rating agency; (iv) commercial paper rated not less than A-1 by S&P or P-1 by Moody's, or their equivalent by a nationally recognized rating agency; (v) money market funds; (vi) bank certificates of deposit; (vii) Eurodollar funds and (viii) such other investments as are permitted by Section 203 of the FPA and Rule 33 thereunder.

#### Section 2.03 Allocation of Interest Income and Investment Earnings

The interest income and other investment income earned by the Utility Money Pool on loans and investment of surplus funds will be allocated among the Parties in accordance with the proportion each Party's contribution of funds in the Utility Money Pool bears to the total amount of funds in the Utility Money Pool. Interest and other investment earnings will be computed on a daily basis and settled once per month.

#### Section 2.04 Event of Default

If any Utility Subsidiary shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against any Party seeking to adjudicate it bankrupt or insolvent, then E.ON US Services, on behalf of the Utility Money Pool, may, by notice to the Utility Subsidiary, terminate the Utility Money Pool's commitment to the Utility Subsidiary and/or declare the principal amount then outstanding of, and the accrued interest on, the loans and all other amounts payable to the Utility Money Pool by the Utility Subsidiary hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by each Utility Subsidiary.

### ARTICLE III MISCELLANEOUS

#### Section 3.01 Amendments

No amendment to this Agreement shall be adopted except in a writing executed by a duly authorized officer of each of the Parties hereto and subject to all applicable approvals by the FERC and the applicable state utility regulatory commission.

Section 3.02 Legal Responsibility.

Nothing herein contained shall render any Party liable for the obligations of any other Party hereunder and the rights, obligations and liabilities of the Parties are several in accordance with their respective obligations, and not joint.

Section 3.03 Rules for Implementation.

The Parties may develop a set of guidelines for implementing the provisions of this Agreement, provided that the guidelines are consistent with all of the provisions of this Agreement.

Section 3.04 Governing Law.


This Agreement shall be governed by and construed in accordance with, the laws of the Commonwealth of Kentucky.

Section 3.05 Termination of Prior Agreement

Upon the effectiveness of this Agreement, including applicable FERC or state utility commission approvals, the Prior Agreement shall be deemed terminated and no further effect.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party hereto as of the date first above written.

E.ON U.S. LLC  
E.ON U.S. SERVICES INC.

By:   
Name: S. Bradford Rives  
Title: Chief Financial Officer

LOUISVILLE GAS AND ELECTRIC COMPANY  
KENTUCKY UTILITIES COMPANY

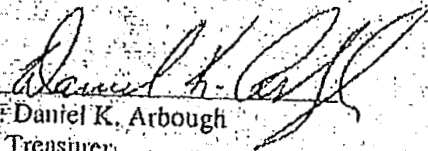
By:   
Name: Daniel K. Arbough  
Title: Treasurer

Exhibit A  
To Amended Utility Money Pool Agreement

FORM OF NOTE

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_ (the "Borrower"), hereby promises to pay to the order of E.ON US Services Inc., as administrator of the Utility Money Pool as defined in the Amended Utility Money Pool Agreement (as defined below), at its principal office in Louisville, Kentucky, on demand, the principal amount outstanding from time to time under that certain Amended Utility Money Pool Agreement dated as of \_\_\_\_\_, 2007 by and among E.ON U.S. LLC, E.ON U.S. Services Inc., as administrator, the undersigned, and each of the other utility subsidiaries whose name appears on the signature pages thereof (the "Money Pool Agreement"). The principal amount outstanding under this note shall bear interest at a rate determined in accordance with the Money Pool Agreement. The undersigned hereby authorizes the administrator to record on the grid on the reverse side hereof or attached hereto, or in a similar electronic record, the date and amount of each advance under the Money Pool Agreement and each payment made on account of the principal thereof. The principal amount outstanding, as set forth in such record, shall be rebuttable presumptive evidence of the principal amount owing and unpaid on this note. This note may be prepaid in full at any time or in part from time to time, without premium or penalty.

Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE TO NOTE

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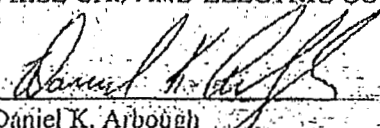
Utility Money Pool

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, Louisville Gas and Electric Company (the "Borrower"), hereby promises to pay to the order of E.ON US Services Inc., as administrator of the Utility Money Pool as defined in the Amended Utility Money Pool Agreement (as defined below), at its principal office in Louisville, Kentucky, on demand, the principal amount outstanding from time to time under that certain Amended Utility Money Pool Agreement dated as of December 17, 2007, by and among E.ON U.S. LLC, E.ON U.S. Services Inc., as administrator, the undersigned, and each of the other utility subsidiaries whose name appears on the signature pages thereof (the "Money Pool Agreement"). The principal amount outstanding under this note shall bear interest at a rate determined in accordance with the Money Pool Agreement. The undersigned hereby authorizes the administrator to record on the grid on the reverse side hereof or attached hereto, or in a similar electronic record, the date and amount of each advance under the Money Pool Agreement and each payment made on account of the principal thereof. The principal amount outstanding, as set forth in such record, shall be rebuttable presumptive evidence of the principal amount owing and unpaid on this note. This note may be prepaid in full at any time or in part from time to time, without premium or penalty.

Date: December 17, 2007

LOUISVILLE GAS AND ELECTRIC COMPANY

By:   
Name: Daniel K. Arbough  
Title: Treasurer

Utility Money Pool

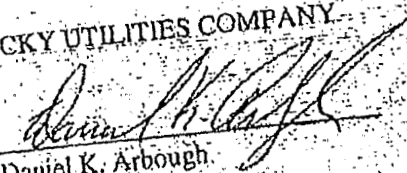
PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, Kentucky Utilities Company (the "Borrower"), hereby promises to pay to the order of E.ON US Services Inc., as administrator of the Utility Money Pool as defined in the Amended Utility Money Pool Agreement (as defined below), at its principal office in Louisville, Kentucky, on demand, the principal amount outstanding from time to time under that certain Amended Utility Money Pool Agreement dated as of December 17, 2007, by and among E.ON U.S. LLC, E.ON U.S. Services Inc., as administrator, the undersigned, and each of the other utility subsidiaries whose name appears on the signature pages thereof (the "Money Pool Agreement"). The principal amount outstanding under this note shall bear interest at a rate determined in accordance with the Money Pool Agreement. The undersigned hereby authorizes the administrator to record on the grid on the reverse side hereof or attached hereto, or in a similar electronic record, the date and amount of each advance under the Money Pool Agreement and each payment made on account of the principal thereof. The principal amount outstanding, as set forth in such record, shall be rebuttable presumptive evidence of the principal amount owing and unpaid on this note. This note may be prepaid in full at any time or in part from time to time, without premium or penalty.

Date: December 17, 2007

KENTUCKY UTILITIES COMPANY

By:

  
Name: Daniel K. Arbough  
Title: Treasurer

FIRST AMENDMENT

This FIRST AMENDMENT dated as of the 31<sup>st</sup> day of December, 2009 (this "Amendment") amends the Amended Utility Money Pool Agreement (the "Agreement") as of December 17, 2007, by and between E.ON U.S. LLC ("E.ON US"), E.ON U.S. Services Inc. ("E.ON US Services"), Louisville Gas and Electric Company ("LG&E") and Kentucky Utilities Company ("KU") (each a "Party" and collectively, the "Parties").

WITNESSETH:

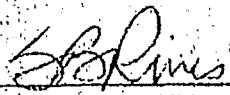
WHEREAS, the parties have agree to amend certain provisions of the Amended Utility Money Pool Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions contained herein, the Parties hereto agree as follows:

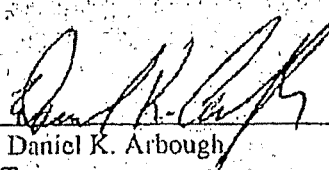
The extension of the Agreement term through December 31, 2011.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party hereto as of the date first above written.

E.ON U.S. LLC  
E.ON U.S. SERVICES INC.

By:   
Name: S. Bradford Rives  
Title: Chief Financial Officer

LOUISVILLE GAS AND ELECTRIC COMPANY  
KENTUCKY UTILITIES COMPANY

By:   
Name: Daniel K. Arbough  
Title: Treasurer

101120047

**SECOND AMENDMENT TO  
AMENDED UTILITY MONEY POOL AGREEMENT**

This **SECOND AMENDMENT** dated as of the \_\_\_\_\_ day of November, 2010 (this "Amendment") amends the Amended Utility Money Pool Agreement, as of December 17, 2007, as amended by the First Amendment dated December 31, 2009 (collectively the "Agreement") by and between E.ON U.S. LLC ("E.ON US"), E.ON U.S. Services Inc. ("E.ON US Services"), Louisville Gas and Electric Company and Kentucky Utilities Company (each a "Party" and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties desire to amend certain provisions of the Amended Utility Money Pool Agreement to reflect their recent name changes;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, covenants and provisions contained herein, the Parties hereto agree as follows:

1. As used in the Agreement, the name "E.ON U.S. LLC" shall be replaced with the name "LG&E and KU Energy LLC" and the name "E.ON U.S. Services Inc." shall be replaced with "LG&E and KU Services Company."

**IN WITNESS WHEREOF**, this Amendment has been duly executed and delivered by the duly authorized officer of each Party hereto as of the date first above written.

**LG&E AND KU ENERGY LLC (f/k/a E.ON U.S. LLC)  
LG&E AND KU SERVICES COMPANY (f/k/a E.ON U.S. SERVICES INC.)**

By: \_\_\_\_\_  
Name: S. Bradford Rives  
Title: Chief Financial Officer

**LOUISVILLE GAS AND ELECTRIC COMPANY  
KENTUCKY UTILITIES COMPANY**

By: \_\_\_\_\_  
Name: Daniel K. Arbough  
Title: Treasurer