

AMENDMENT TO AGREEMENT

The Written Consent ("Agreement") entered into December 31, 1990 between Louisville Gas and Electric Company ("LG&E") and Iroquois Trailer Park ("Iroquois") 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. Iroquois 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~~ Iroquois may assess a monthly customer charge per meter equal to LG&E's approved monthly residential customer charge.

(b) The electric energy resold by Iroquois 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 8 [LG&E Not Liable for Resale of Electric Energy] is hereby amended [deletions are signified by the stricken out language; additions signified by the underlined language] to read in its entirety as follows:

8. LG&E Not Liable for Resale of Electric Energy. PUBLIC SERVICE COMMISSION
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acting merely as a supplier of electricity delivered to the point
of connection of LG&E's and Iroquois' facilities, and shall ~~not be~~ 44 7 1991

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BY: Sharon Belle
PUBLIC SERVICE COMMISSION MANAGER

liable for and shall be protected and held harmless for any injury or damage to the occupants of the trailer park or their property or third persons resulting from the presence, use or abuse of electricity on the premises of the trailer park or resulting from defects in or accidents to any of the trailer park occupants' wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever unrelated to LG&E's service.

III. Point 9 [LG&E Not Liable for Interruptions] is hereby amended [deletions are signified by the stricken out language; additions signified by the underlined language] to read in its entirety as follows:

9. LG&E Not Liable for Interruptions. LG&E shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of electric service resold by Iroquois to the occupants of the trailer park or sold by LG&E to Iroquois for resale to the occupants of the trailer park except to the extent that it is liable to its other normal commercial customers.

IV. 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. Iroquois acknowledges and accepts the obligation to resolve any complaints from the occupants of the trailer park concerning the rates or charges for the electric 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, Iroquois agrees to respond

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to any such complaint and cooperate with the ~~Kentucky Public Service Commission~~ Louisville Gas and Electric Company in order to resolve the dispute. ~~Iroquois agrees that the Public Service Commission, after proper investigation and review, may require Iroquois to take steps to remedy the complaint, including the payment of refunds to the complaining party or the loss of Iroquois privilege to resell LG&E's energy upon written notice to Iroquois and LG&E.~~

V. The remaining provisions of the Agreement signed December 31, 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

IROQUOIS TRAILER PARK

By: Wm Chesher
Title: Owner
Date: 6-7-91

By: Thomas K. Alford
Title: 1/c Account Rep.
Date: 6-7-91

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