



a PPL company

Chairman, Tennessee Regulatory Authority  
c/o Sharla Dillon, Dockets and Records Manager  
460 James Robertson Parkway  
Nashville, TN 37219

November 18, 2011

**RE: Petition of Kentucky Utilities Company for an Order Approving  
Amendment of Existing Financing Authority (*Docket No. 11-00156*)**

Dear Ms. Freeman:

Pursuant to Ordering Paragraph No. 2 of the Commission's Order in the  
aforementioned docket, Kentucky Utilities Company ("KU") hereby files an  
original and thirteen (13) copies of information related to the Amendment to its  
Revolving Credit Agreement.

Please confirm your receipt of this information by placing the File Stamp of  
your Office on the enclosed additional copy and returning it in the enclosed  
self-addressed, stamped envelope. Should you have any questions regarding  
this information filed herewith, please contact me or Don Harris at (502) 627-  
2021.

Sincerely,

Rick E. Lovekamp

RECEIVED  
2011 NOV 21 AM 9:49  
T.R.A. DOCKET ROOM  
Kentucky Utilities Company  
State Regulation and Rates  
220 West Main Street  
PO Box 32010  
Louisville, Kentucky 40232  
www.lge-ku.com

Rick E. Lovekamp  
Manager - Regulatory Affairs  
T 502-627-3780  
F 502-627-3213  
rick.lovekamp@lge-ku.com



a PPL company

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

November 18, 2011

**Kentucky Utilities Company**  
State Regulation and Rates  
220 West Main Street  
PO Box 32010  
Louisville, Kentucky 40232  
www.lge-ku.com

Rick E. Lovekamp  
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T 502-627-3780  
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rick.lovekamp@lge-ku.com

**RE: Application of Kentucky Utilities Company for an Order  
Authorizing the Restructure and Refinancing of Unsecured Debt  
and the Assumption of Obligations and for Amendment of Existing  
Authority (Case No. 2011-00307)**

Dear Mr. DeRouen:

Pursuant to authority granted by the Commission's October 10, 2011 Order in the above referenced case, on October 19, 2011 Kentucky Utilities Company ("KU") entered into an amendment (the "Amendment") to its Revolving Credit Agreement, extending and amending authority previously approved in connection with KU's multi-year revolving line of credit. To date, KU has incurred the following costs in connection with amending its multi-year revolving line of credit:

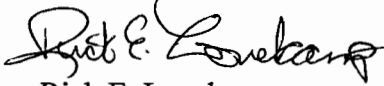
Upfront Fees to Lenders	\$619,000
Arrangement Fees to Joint Lead Arrangers	37,500
Legal Costs	15,260
<b>TOTAL</b>	<b>\$671,760</b>

The additional information requested in Ordering Paragraph 4 of the October 10, 2011 Order is inapplicable because the financing involves a multi-year revolving credit facility between the company and unaffiliated financial institutions providing for individual issuances of short term debt.

Mr. Jeff DeRouen  
November 18, 2011

Enclosed for filing are four (4) copies of the Amendment. Please confirm your receipt of this information by placing the file stamp of your office on the enclosed additional copy and returning it to me in the envelope provided. Should you have any questions regarding this transaction or this information, please contact me or Don Harris at (502) 627-2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick E. Lovekamp". The signature is fluid and cursive, with the first name "Rick" and last name "Lovekamp" clearly visible.

Rick E. Lovekamp



a PPL company

Mr. Joel Peck, Clerk  
Virginia State Corporation Commission  
Document Control Center  
1300 East Main Street  
Tyler Building 1F  
Richmond, Virginia 23218

November 18, 2011

**RE: Kentucky Utilities Company (Case No. PUE-2010-00061) -  
Extension Agreement**

Dear Mr. Peck:

Pursuant to Ordering Paragraph No. 2 of the aforementioned proceeding, Kentucky Utilities Company d/b/a Old Dominion Power Company ("KU/ODP") hereby files two (2) copies of the Amendment to the Revolving Credit Agreement.

Please confirm your receipt of this information by placing the File Stamp of your Office on the enclosed additional copy and returning it in the enclosed self-addressed, stamped envelope. Should you have any questions regarding this information filed herewith, please contact me or Don Harris at (502) 627-2021.

Sincerely,

Rick E. Lovekamp

**Old Dominion Power  
Company**  
State Regulation and Rates  
220 West Main Street  
PO Box 32010  
Louisville, Kentucky 40232  
[www.lge-ku.com](http://www.lge-ku.com)

Rick E. Lovekamp  
Manager - Regulatory Affairs  
T 502-627-3780  
F 502-627-3213  
[rick.lovekamp@lge-ku.com](mailto:rick.lovekamp@lge-ku.com)

## AMENDMENT NO. 2 TO CREDIT AGREEMENT

AMENDMENT dated as of October 19, 2011 (this "**Amendment**") to the Revolving Credit Agreement dated as of November 1, 2010 (as amended, amended and restated or otherwise modified from time to time, the "**Credit Agreement**") among KENTUCKY UTILITIES COMPANY (the "**Borrower**"), the LENDERS party thereto (the "**Lenders**") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Issuing Lender and Swingline Lender (the "**Agent**").

### WITNESSETH:

WHEREAS, the parties hereto desire to amend the Credit Agreement to (i) extend the scheduled Termination Date from December 31, 2014 to October 19, 2016, (ii) modify the definition of "Applicable Percentage" and (iii) make certain other amendments as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall, after this Amendment becomes effective, refer to the Credit Agreement as amended hereby.

SECTION 2. *Extension of Termination Date.* The definition of "Termination Date" in Section 1.01 of the Credit Agreement is amended by changing the date specified therein from "December 31, 2014" to "October 19, 2016."

SECTION 3. *Reduction of Interest Rates.* The chart set forth in the definition of "Applicable Percentage" in Section 1.01 of the Credit Agreement (the "**Existing Pricing Schedule**") is deleted and replaced by the chart set forth below (the "**New Pricing Schedule**"). The New Pricing Schedule shall apply to interest and fees accruing under the Credit Agreement on and after the date hereof. The Existing Pricing Schedule shall continue to apply to interest and fees accruing under the Credit Agreement prior to the date hereof.

	Borrower's Ratings (S&P /Moody's)	Applicable Percentage for Commitment Fees	Applicable Percentage for Base Rate Loans	Applicable Percentage for Euro-Dollar Loans and Letter of Credit Fees
Category A	≥ A from S&P / A2 from Moody's	0.100%	0.000%	1.000%
Category B	≥ A- from S&P / A3 from Moody's	0.125%	0.125%	1.125%
Category C	BBB+ from S&P / Baa1 from Moody's	0.175%	0.250%	1.250%
Category D	BBB from S&P / Baa2 from Moody's	0.200%	0.500%	1.500%
Category E	BBB- from S&P / Baa3 from Moody's	0.250%	0.625%	1.625%
Category F	≤BB+ from S&P / Ba1 from Moody's	0.350%	0.875%	1.875%

SECTION 4. *Administrative Agent's Fees.* Section 8.10 of the Credit Agreement is hereby amended to read in its entirety:

“The Borrower shall pay to the Administrative Agent for its own account fees in the amount and at the times agreed to and accepted by the Borrower, pursuant to that certain fee letter dated as of September 20, 2011 among the Borrower, the Administrative Agent, Bank of America, N.A., The Royal Bank of Scotland plc, Wells Fargo Securities, Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc.”

SECTION 5. *Changes in Commitments.* With effect from and including the Amendment Effective Date, (i) each Person listed on Schedule 1 hereto that is not a party to the Credit Agreement (each, a “**New Lender**” and, together with each Lender that is not an Exiting Lender, the “**Continuing Lenders**”) shall become a Lender party to the Credit Agreement, (ii) the Commitment of each Lender shall be the amount set forth opposite the name of such Lender on Schedule 1 and (iii) the Commitment Appendix set forth on Schedule 1 hereto shall replace the Commitment Appendix attached to the Credit Agreement. On the Amendment Effective Date, any Lender whose Commitment is changed to zero (each, an “**Exiting Lender**”) shall cease to be a Lender party to the Credit Agreement, and all accrued fees and other amounts payable under the Credit Agreement for the account of each Exiting Lender shall be due and payable on such date; provided that the provisions of Sections 2.12, 2.16, 2.17 and 9.03 of the Credit Agreement shall continue to inure to the benefit of each Exiting Lender after the Amendment Effective Date. On the Amendment Effective Date, the Commitment Ratio of the Continuing Lenders shall be redetermined giving effect to the adjustments to the

Commitments referred to in this Section 5, and the participations of the Continuing lenders in and the obligations of the Continuing Lenders in respect of any Letters of Credit outstanding on the Amendment Effective Date shall be reallocated to reflect such redetermined Commitment Ratio.

SECTION 6. *Letter of Credit Fees.* Section 2.07(b) of the Credit Agreement is amended by changing the rate specified therein from “0.25%” to “0.20%.”

SECTION 7. *Representations and Warranties.* The following sections of Article V of the Credit Agreement are amended as follows:

(a) The references to “December 31, 2009” in Section 5.04(a) and Section 5.04(c) of the Credit Agreement are changed to “December 31, 2010” and Section 5.04(b) of the Credit Agreement is hereby amended to read in its entirety:

“The unaudited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of June 30, 2011 and the related unaudited consolidated statements of income and cash flows for the six months then ended fairly present, in conformity with GAAP applied on a basis consistent with the financial statements referred to in subsection (a) of this Section, the consolidated financial position of the Borrower and its Consolidated Subsidiaries as of such date and their consolidated results of operations and cash flows for such six-month period (subject to normal year-end audit adjustments).”

(b) Section 5.05 of the Credit Agreement is hereby amended to add the following clause immediately prior to the clause “or otherwise furnished in writing to the Administrative Agent and each Lender,”:

“or in any subsequent report of the Borrower filed with the SEC on Form 10-K, 10-Q or 8-K,”

(c) References in Section 5.08 of the Credit Agreement to the KPSC Order, TRA Order and VSCC Order shall be deemed to include any orders of the Kentucky Public Service Commission (“KPSC”), Tennessee Regulatory Authority (“TRA”) and Virginia State Corporation Commission (“VSCC”) delivered pursuant to Section 11(f) of this Amendment.

(d) Section 5.13(a)(i) and Section 5.13(b) of the Credit Agreement are each hereby amended to add the following clause immediately prior to the clause “or otherwise furnished in writing to the Administrative Agent and each Lender,”:

“or in any subsequent report of the Borrower filed with the SEC on Form 10-K, 10-Q or 8-K,”

- (e) Section 5.15 of the Credit Agreement is hereby deleted.

SECTION 8. *Full Force and Effect; Ratification.* Except as expressly modified herein, all of the terms and conditions of the Credit Agreement are unchanged, and, as modified hereby, the Borrower confirms and ratifies all of the terms, covenants and conditions of the Credit Agreement. This Amendment constitutes the entire and final agreement among the parties hereto with respect to the subject matter hereof and there are no other agreements, understandings, undertakings, representations or warranties among the parties hereto with respect to the subject matter hereof except as set forth herein.

SECTION 9. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 10. *Counterparts.* This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 11. *Effectiveness.* This Amendment shall become effective as of the first date when each of the following conditions are met (the "**Amendment Effective Date**"):

- (a) the Agent shall have received from the Borrower and each Continuing Lender and Lenders constituting Required Lenders a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to the Agent) that such party has signed a counterpart hereof;
- (b) the Agent shall have received a duly executed revised Note for the account of each Lender requesting delivery of such Note pursuant to Section 2.05 of the Credit Agreement;
- (c) the Agent shall have received satisfactory opinions of counsel for the Borrower, dated the Amendment Effective Date;
- (d) the Agent shall have received a certificate dated the Amendment Effective Date signed on behalf of the Borrower by the Chairman of the Board, the President, any Vice President, the Treasurer or the Assistant Treasurer of the Borrower stating that (A) on the Amendment Effective Date and after giving effect to this Amendment, no Default shall have occurred and be continuing and (B) the representations and warranties of the Borrower contained in the Credit Agreement after giving effect to this Amendment are true and correct on and as of the Amendment Effective Date, except to the extent that such representations and warranties



specifically refer to an earlier date, in which case they were true and correct as of such earlier date;

(e) the Agent shall have received (i) a certificate of the Secretary of State of the Commonwealth of Kentucky and a certificate of the Secretary of State of the Commonwealth of Virginia, each dated as of a recent date, as to the good standing of the Borrower and (ii) a certificate of the Secretary or an Assistant Secretary of the Borrower dated the Amendment Effective Date and certifying (A) that attached thereto is a true, correct and complete copy of (x) the Borrower's articles of incorporation certified by the Secretary of State of the Commonwealth of Kentucky and the Secretary of State of the Commonwealth of Virginia and (y) the bylaws of the Borrower, (B) as to the absence of dissolution or liquidation proceedings by or against the Borrower, (C) that attached thereto is a true, correct and complete copy of resolutions adopted by the board of directors of the Borrower authorizing the execution, delivery and performance of this Amendment and each other document delivered in connection herewith and that such resolutions have not been amended and are in full force and effect on the date of such certificate and (D) as to the incumbency and specimen signatures of each officer of the Borrower executing this Amendment or any other document delivered in connection herewith;

(f) all necessary governmental (domestic or foreign), regulatory and third party approvals, including, without limitation, the orders of the KPSC, TRA, VSCC and any required approvals of the Federal Energy Regulatory Commission, authorizing borrowings hereunder in connection with the transactions contemplated by this Amendment and the other Loan Documents shall have been obtained and remain in full force and effect, in each case without any action being taken by any competent authority which could restrain or prevent such transaction or impose, in the reasonable judgment of the Agent, materially adverse conditions upon the consummation of such transactions; provided that any such approvals with respect to elections by the Borrower to increase the Commitment as contemplated by Section 2.19 of the Credit Agreement need not be obtained or provided until the Borrower makes any such election;

(g) there shall be no outstanding Loans; and

(h) the Agent shall have received all costs, fees and expenses due to the Agent, the Joint Lead Arrangers (as such term is defined in the Commitment Letter) and the Lenders.

SECTION 12. *Miscellaneous.* This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents. The provisions of this Amendment are deemed incorporated into the Credit Agreement as if fully set forth therein. The Borrower shall pay all reasonable out-of-pocket costs and expenses of the Agent incurred in connection

with the negotiation, preparation and execution of this Amendment and the transactions contemplated hereby.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be  
duly executed as of the date first above written.

KENTUCKY UTILITIES COMPANY

By: 

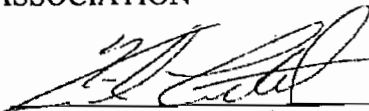
Name: Daniel K. Arbough

Title: Treasurer

[Signature Page to KU – Amendment]

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:



Name: Keith Luettel  
Title: Vice President

[Signature Page to KU – Amendment]

BANK OF AMERICA, N.A.

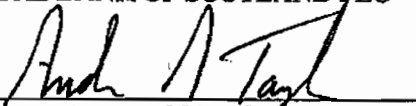
By: 

Name: Michael Mason

Title: Director

[Signature Page to KU – Amendment]

THE ROYAL BANK OF SCOTLAND PLC

By:   
Name: Andrew N Taylor  
Title: Vice President

[Signature Page to KU – Amendment]

CREDIT SUISSE AG, Cayman Islands  
Branch

By: 

Name: Mikhail Faybusovich  
Title: Director

By: 

Name: VIPUL DHADDA  
Title: ASSOCIATE

[Signature Page to KU – Amendment]

THE BANK OF NOVA SCOTIA

By: 

Name:

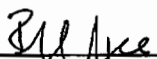
Title:

**THANE RATTEW**  
**MANAGING DIRECTOR**

[Signature Page to KU – Amendment]



THE BANK OF TOKYO-MITSUBISHI  
UFJ, LTD.

By:   
Name: Bradford Joyce  
Title: Director

[Signature Page to KU – Amendment]

UNION BANK N.A.

By: 

Name:

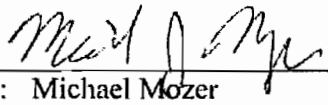
Michael Agrimis

Title:

Vice President

[Signature Page to KU – Amendment]

BARCLAYS BANK PLC

By:   
Name: Michael Mozer  
Title: Vice President

[Signature Page to KU – Amendment]

BNP PARIBAS

By: 

Name: Francis DeLaney  
Title: Managing Director

By: 

Name: Pasquale Perraglia  
Title: Vice President

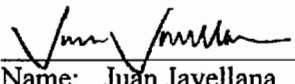
[Signature Page to KU – Amendment]

CITIBANK, N.A.

By: Anita J. Brickell  
Name: Anita J. Brickell  
Title: Vice President

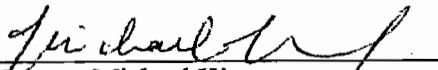
[Signature Page to KU – Amendment]

JPMORGAN CHASE BANK, N.A.

By:   
Name: Juan Javellana  
Title: Executive Director

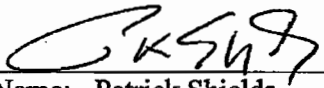
[Signature Page to KU – Amendment]

MORGAN STANLEY BANK, N.A.

By:   
Name: Michael King  
Title: Authorized Signatory

[Signature Page to KU – Amendment]


ROYAL BANK OF CANADA

By:   
Name: Patrick Shields  
Title: Authorized Signatory

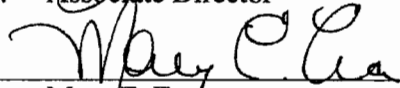
[Signature Page to KU – Amendment]



UBS LOAN FINANCE LLC

By: 


Name: Irja R. Otsa  
Title: Associate Director

By: 

Name: Mary E. Evans  
Title: Associate Director

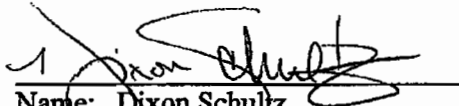
[Signature Page to KU – Amendment]

GOLDMAN SACHS BANK USA

By:   
Name: Mark Walton  
Title: Authorized Signatory

[Signature Page to KU – Amendment]

CREDIT AGRICOLE CORPORATE  
AND INVESTMENT BANK

By:   
Name: Dixon Schultz  
Title: Managing Director

By:   
Name: Sharada Manne  
Title: Director

[Signature Page to KU – Amendment]

DEUTSCHE BANK AG NEW YORK  
BRANCH

By: 

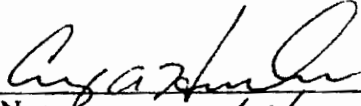
Name: Ming K. Chu  
Title: Vice President

By: 

Name: Virginia Cosenza  
Title: Vice President

[Signature Page to KU – Amendment]

KEYBANK NATIONAL  
ASSOCIATION

By:   
Name: Craig A. Hanselman  
Title: VP

[Signature Page to KU – Amendment]

LLOYDS TSB BANK PLC

By:

Name:

Windsor R. Davies

Managing Director

Title:

Corporate Banking USA

D061

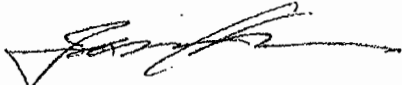
By:

Name: Charles Foster

Title: Managing Director

[Signature Page to KU – Amendment]

U.S. BANK NATIONAL  
ASSOCIATION

By:   
Name: J. James Kim  
Title: Vice President

[Signature Page to KU – Amendment]

BAYERISCHE LANDESBANK, NEW  
YORK BRANCH

By: 

Name: Rolf Siebert

Title: Senior Vice President

By: 

Name: Gina Sandella

Title: Vice President

[Signature Page to KU – Amendment]



BANCO BILBAO VIZCAYA  
ARGENTARIA S.A. – NEW YORK  
BRANCH


By: 

Name: Michael Oka  
Title: Executive Director

By: 

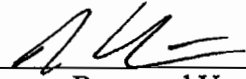
Name: Nietzsche Rodricks  
Title: Executive Director

THE BANK OF NEW YORK MELLON

By:   
Name: JOHN N. WATT  
Title: VICE PRESIDENT

[Signature Page to KU – Amendment]

MIZUHO CORPORATE BANK, LTD.

By:   
Name: Raymond Ventura  
Title: Deputy General Manager

[Signature Page to KU – Amendment]

SOVEREIGN BANK

By: 

Name: Robert D. Langan

Title: SVP

[Signature Page to KU – Amendment]

SUNTRUST BANK

By: 

Name: Andrew Johnson

Title: Director

[Signature Page to KU – Amendment]

CIBC INC.

By: 

Name: Josh Hogarth

Title: Director

**Joshua J. Hogarth**  
**CIBC Inc.**  
**Authorized Signatory**

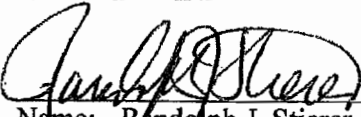
By: 

Name: Eoin Roche

Title: Executive Director


[Signature Page to KU – Amendment]

FIFTH THIRD BANK

By:   
Name: Randolph J. Stierer  
Title: Vice President

[Signature Page to KU – Amendment]

PNC BANK, NATIONAL  
ASSOCIATION

By:   
Name: Edward M. Tessalone  
Title: Senior Vice President

[Signature Page to KU – Amendment]



SUMITOMO MITSUI BANKING  
CORPORATION

By: 

Name: Masakazu Hasegawa

Title: Managing Director

[Signature Page to KU – Amendment]

THE NORTHERN TRUST COMPANY

By: Peter J. Hall  
Name: Peter J. Hallan  
Title: Vice President

[Signature Page to KU – Amendment]

WING LUNG BANK LTD. LOS  
ANGELES BRANCH

By: Irene Kwan  
Name: Irene Kwan  
Title: VP/ Deputy Branch  
Manager

[Signature Page to KU – Amendment]

**Schedule 1****Commitment Appendix**

<b>Lender</b>	<b>Revolving Commitment</b>
Wells Fargo Bank, National Association	\$20,500,000.00
Bank of America, N.A.	20,500,000.00
The Royal Bank of Scotland plc	20,500,000.00
Credit Suisse AG, Cayman Islands Branch	19,000,000.00
The Bank of Nova Scotia	19,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	9,500,000.00
Union Bank, N.A.	9,500,000.00
Barclays Bank PLC	19,000,000.00
BNP Paribas	19,000,000.00
Citibank, N.A.	19,000,000.00
JPMorgan Chase Bank, N.A.	19,000,000.00
Morgan Stanley Bank, N.A.	19,000,000.00
Royal Bank of Canada	19,000,000.00
UBS Loan Finance LLC	19,000,000.00
Goldman Sachs Bank USA	19,000,000.00
Credit Agricole Corporate & Investment Bank	14,000,000.00
Deutsche Bank AG New York Branch	14,000,000.00
KeyBank National Association	14,000,000.00
Lloyds TSB Bank plc	14,000,000.00
U.S. Bank National Association	14,000,000.00
Bayerische Landesbank, New York Branch	6,800,000.00
Banco Bilbao Vizcaya Argentaria S.A.	6,800,000.00
The Bank of New York Mellon	6,800,000.00
Mizuho Corporate Bank, Ltd.	6,800,000.00
Sovereign Bank	6,800,000.00
SunTrust Bank	6,800,000.00
CIBC Inc.	4,000,000.00
Fifth Third Bank	4,000,000.00
PNC Bank, National Association	4,000,000.00
Sumitomo Mitsui Banking Corporation	4,000,000.00
The Northern Trust Company	2,700,000.00
<u>Wing Lung Bank Ltd. Los Angeles Branch</u>	<u>0.00</u>
<b>Total</b>	<b>\$400,000,000.00</b>

## AMENDMENT NO. 2 TO CREDIT AGREEMENT

AMENDMENT dated as of October 19, 2011 (this "**Amendment**") to the Revolving Credit Agreement dated as of November 1, 2010 (as amended, amended and restated or otherwise modified from time to time, the "**Credit Agreement**") among LOUISVILLE GAS AND ELECTRIC COMPANY (the "**Borrower**"), the LENDERS party thereto (the "**Lenders**") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, Issuing Lender and Swingline Lender (the "**Agent**").

### WITNESSETH:

WHEREAS, the parties hereto desire to amend the Credit Agreement to (i) extend the scheduled Termination Date from December 31, 2014 to October 19, 2016, (ii) modify the definition of "Applicable Percentage" and (iii) make certain other amendments as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall, after this Amendment becomes effective, refer to the Credit Agreement as amended hereby.

SECTION 2. *Extension of Termination Date.* The definition of "Termination Date" in Section 1.01 of the Credit Agreement is amended by changing the date specified therein from "December 31, 2014" to "October 19, 2016."

SECTION 3. *Reduction of Interest Rates.* The chart set forth in the definition of "Applicable Percentage" in Section 1.01 of the Credit Agreement (the "**Existing Pricing Schedule**") is deleted and replaced by the chart set forth below (the "**New Pricing Schedule**"). The New Pricing Schedule shall apply to interest and fees accruing under the Credit Agreement on and after the date hereof. The Existing Pricing Schedule shall continue to apply to interest and fees accruing under the Credit Agreement prior to the date hereof.

	Borrower's Ratings (S&P /Moody's)	Applicable Percentage for Commitment Fees	Applicable Percentage for Base Rate Loans	Applicable Percentage for Euro-Dollar Loans and Letter of Credit Fees
Category A	≥ A from S&P / A2 from Moody's	0.100%	0.000%	1.000%
Category B	≥ A- from S&P / A3 from Moody's	0.125%	0.125%	1.125%
Category C	BBB+ from S&P / Baa1 from Moody's	0.175%	0.250%	1.250%
Category D	BBB from S&P / Baa2 from Moody's	0.200%	0.500%	1.500%
Category E	BBB- from S&P / Baa3 from Moody's	0.250%	0.625%	1.625%
Category F	≤BB+ from S&P / Ba1 from Moody's	0.350%	0.875%	1.875%

SECTION 4. *Administrative Agent's Fees.* Section 8.10 of the Credit Agreement is hereby amended to read in its entirety:

“The Borrower shall pay to the Administrative Agent for its own account fees in the amount and at the times agreed to and accepted by the Borrower, pursuant to that certain fee letter dated as of September 20, 2011 among the Borrower, the Administrative Agent, Bank of America, N.A., The Royal Bank of Scotland plc, Wells Fargo Securities, Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc.”

SECTION 5. *Changes in Commitments.* With effect from and including the Amendment Effective Date, (i) each Person listed on Schedule 1 hereto that is not a party to the Credit Agreement (each, a “**New Lender**” and, together with each Lender that is not an Exiting Lender, the “**Continuing Lenders**”) shall become a Lender party to the Credit Agreement, (ii) the Commitment of each Lender shall be the amount set forth opposite the name of such Lender on Schedule 1 and (iii) the Commitment Appendix set forth on Schedule 1 hereto shall replace the Commitment Appendix attached to the Credit Agreement. On the Amendment Effective Date, any Lender whose Commitment is changed to zero (each, an “**Exiting Lender**”) shall cease to be a Lender party to the Credit Agreement, and all accrued fees and other amounts payable under the Credit Agreement for the account of each Exiting Lender shall be due and payable on such date; provided that the provisions of Sections 2.12, 2.16, 2.17 and 9.03 of the Credit Agreement shall continue to inure to the benefit of each Exiting Lender after the Amendment Effective Date. On the Amendment Effective Date, the Commitment Ratio of the Continuing Lenders shall be redetermined giving effect to the adjustments to the

Commitments referred to in this Section 5, and the participations of the Continuing lenders in and the obligations of the Continuing Lenders in respect of any Letters of Credit outstanding on the Amendment Effective Date shall be reallocated to reflect such redetermined Commitment Ratio.

SECTION 6. *Letter of Credit Fees.* Section 2.07(b) of the Credit Agreement is amended by changing the rate specified therein from "0.25%" to "0.20%."

SECTION 7. *Representations and Warranties.* The following sections of Article V of the Credit Agreement are amended as follows:

(a) The references to "December 31, 2009" in Section 5.04(a) and Section 5.04(c) of the Credit Agreement are changed to "December 31, 2010" and Section 5.04(b) of the Credit Agreement is hereby amended to read in its entirety:

"The unaudited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of June 30, 2011 and the related unaudited consolidated statements of income and cash flows for the six months then ended fairly present, in conformity with GAAP applied on a basis consistent with the financial statements referred to in subsection (a) of this Section, the consolidated financial position of the Borrower and its Consolidated Subsidiaries as of such date and their consolidated results of operations and cash flows for such six-month period (subject to normal year-end audit adjustments)."

(b) Section 5.05 of the Credit Agreement is hereby amended to add the following clause immediately prior to the clause "or otherwise furnished in writing to the Administrative Agent and each Lender,":

"or in any subsequent report of the Borrower filed with the SEC on Form 10-K, 10-Q or 8-K,"

(c) References in Section 5.08 of the Credit Agreement to the KPSC Order shall be deemed to include any orders of the Kentucky Public Service Commission ("KPSC") delivered pursuant to Section 11(f) of this Amendment.

(d) Section 5.13(a)(i) and Section 5.13(b) of the Credit Agreement are each hereby amended to add the following clause immediately prior to the clause "or otherwise furnished in writing to the Administrative Agent and each Lender,":

"or in any subsequent report of the Borrower filed with the SEC on Form 10-K, 10-Q or 8-K,"

(e) Section 5.15 of the Credit Agreement is hereby deleted.

SECTION 8. *Full Force and Effect; Ratification.* Except as expressly modified herein, all of the terms and conditions of the Credit Agreement are unchanged, and, as modified hereby, the Borrower confirms and ratifies all of the terms, covenants and conditions of the Credit Agreement. This Amendment constitutes the entire and final agreement among the parties hereto with respect to the subject matter hereof and there are no other agreements, understandings, undertakings, representations or warranties among the parties hereto with respect to the subject matter hereof except as set forth herein.

SECTION 9. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 10. *Counterparts.* This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 11. *Effectiveness.* This Amendment shall become effective as of the first date when each of the following conditions are met (the "**Amendment Effective Date**"):

(a) the Agent shall have received from the Borrower and each Continuing Lender and Lenders constituting Required Lenders a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to the Agent) that such party has signed a counterpart hereof;

(b) the Agent shall have received a duly executed revised Note for the account of each Lender requesting delivery of such Note pursuant to Section 2.05 of the Credit Agreement;

(c) the Agent shall have received satisfactory opinions of counsel for the Borrower, dated the Amendment Effective Date;

(d) the Agent shall have received a certificate dated the Amendment Effective Date signed on behalf of the Borrower by the Chairman of the Board, the President, any Vice President, the Treasurer or the Assistant Treasurer of the Borrower stating that (A) on the Amendment Effective Date and after giving effect to this Amendment, no Default shall have occurred and be continuing and (B) the representations and warranties of the Borrower contained in the Credit Agreement after giving effect to this Amendment are true and correct on and as of the Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct as of such earlier date;

(e) the Agent shall have received (i) a certificate of the Secretary of State of the Commonwealth of Kentucky, dated as of a recent date, as to



the good standing of the Borrower and (ii) a certificate of the Secretary or an Assistant Secretary of the Borrower dated the Amendment Effective Date and certifying (A) that attached thereto is a true, correct and complete copy of (x) the Borrower's articles of incorporation certified by the Secretary of State of the Commonwealth of Kentucky and (y) the bylaws of the Borrower, (B) as to the absence of dissolution or liquidation proceedings by or against the Borrower, (C) that attached thereto is a true, correct and complete copy of resolutions adopted by the board of directors of the Borrower authorizing the execution, delivery and performance of this Amendment and each other document delivered in connection herewith and that such resolutions have not been amended and are in full force and effect on the date of such certificate and (D) as to the incumbency and specimen signatures of each officer of the Borrower executing this Amendment or any other document delivered in connection herewith;

(f) all necessary governmental (domestic or foreign), regulatory and third party approvals, including, without limitation, the order of the KPSC and any required approvals of the Federal Energy Regulatory Commission, authorizing borrowings hereunder in connection with the transactions contemplated by this Amendment and the other Loan Documents shall have been obtained and remain in full force and effect, in each case without any action being taken by any competent authority which could restrain or prevent such transaction or impose, in the reasonable judgment of the Agent, materially adverse conditions upon the consummation of such transactions; provided that any such approvals with respect to elections by the Borrower to increase the Commitment as contemplated by Section 2.19 of the Credit Agreement need not be obtained or provided until the Borrower makes any such election;

(g) there shall be no outstanding Loans; and

(h) the Agent shall have received all costs, fees and expenses due to the Agent, the Joint Lead Arrangers (as such term is defined in the Commitment Letter) and the Lenders.

SECTION 12. *Miscellaneous.* This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents. The provisions of this Amendment are deemed incorporated into the Credit Agreement as if fully set forth therein. The Borrower shall pay all reasonable out-of-pocket costs and expenses of the Agent incurred in connection with the negotiation, preparation and execution of this Amendment and the transactions contemplated hereby.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be  
duly executed as of the date first above written.

LOUISVILLE GAS AND ELECTRIC  
COMPANY

By: 

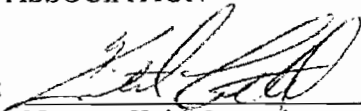
Name: Daniel K. Arbough

Title: Treasurer

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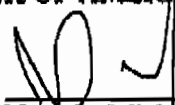
WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: Keith Luettel  
Title: Vice President

[Signature Page to LGE – Amendment]

BANK OF AMERICA, N.A.

By:



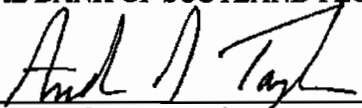
Name: Michael Mason

Title: Director

[Signature Page to LGE – Amendment]

THE ROYAL BANK OF SCOTLAND PLC

By:



Name: Andrew N Taylor

Title: Vice President

[Signature Page to LGE – Amendment]

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CREDIT SUISSE AG, Cayman Islands  
Branch

By: 

Name: Mikhail Faybusovich  
Title: Director

By: 

Name: VIPUL DHADDA  
Title: ASSOCIATE

[Signature Page to LGE – Amendment]

THE BANK OF NOVA SCOTIA

By: 

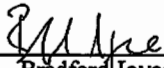
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THANE RATTEW**  
MANAGING DIRECTOR

[Signature Page to LGE – Amendment]

THE BANK OF TOKYO-MITSUBISHI  
UFJ, LTD.

By:   
Name: Bradford Joyce  
Title: Director

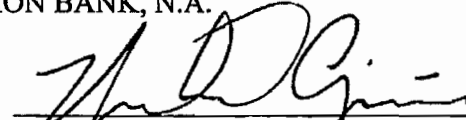
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UNION BANK, N.A.

By:



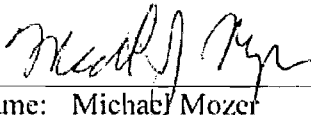
Name:

Title:

**Michael Aguirre**  
**Vice President**

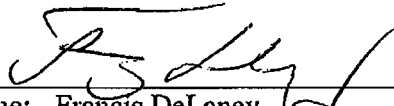
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BARCLAYS BANK PLC

By:   
Name: Michael Mozer  
Title: Vice President

[Signature Page to LGE – Amendment]

BNP PARIBAS

By:   
Name: Francis DeLaney  
Title: Managing Director

By:   
Name: Pasquale Perraglia  
Title: Vice President

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CITIBANK, N.A.

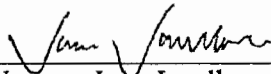
By: Anita J. Brickell

Name: Anita J. Brickell

Title: Vice President

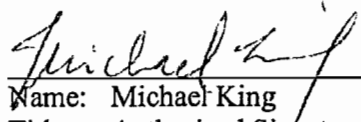
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JPMORGAN CHASE BANK, N.A.

By:   
Name: Juan Javellana  
Title: Executive Director

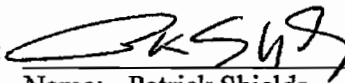
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MORGAN STANLEY BANK, N.A.

By:   
Name: Michael King  
Title: Authorized Signatory

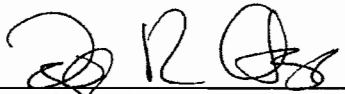
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ROYAL BANK OF CANADA

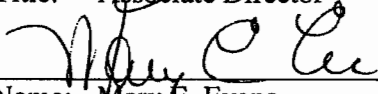
By:   
Name: Patrick Shields  
Title: Authorized Signatory

[Signature Page to LGE – Amendment]

UBS LOAN FINANCE LLC

By: 

Name: Irja R. Otsa  
Title: Associate Director


By: 

Name: Mary E. Evans  
Title: Associate Director

[Signature Page to LGE – Amendment]



GOLDMAN SACHS BANK USA

By:   
Name: Mark Walton  
Title: Authorized Signatory

[Signature Page to LGE – Amendment]

CREDIT AGRICOLE CORPORATE  
AND INVESTMENT BANK

By: 

Name: Dixon Schultz

Title: Managing Director

By: 


Name: Sharada Manne

Title: Director

[Signature Page to LGE – Amendment]

DEUTSCHE BANK AG NEW YORK  
BRANCH

By:



Name: Ming K. Chu  
Title: Vice President

By:

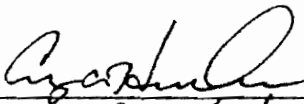


Name: Virginia Cosenza  
Title: Vice President

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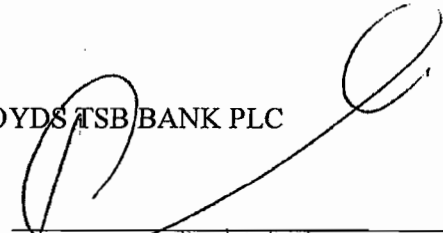
KEYBANK NATIONAL  
ASSOCIATION

By:   
Name: Craig A Hanselman  
Title: VP

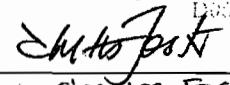
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LLOYDS TSB BANK PLC

By:


  
Name: Windsor R. Davies  
Title: Managing Director  
Corporate Banking USA  
LBSI

By:

  
Name: Charles Foster  
Title: Managing Director

[Signature Page to LGE – Amendment]

U.S. BANK NATIONAL  
ASSOCIATION

By:   
Name: J. James Kim  
Title: Vice President

[Signature Page to LGE – Amendment]

BAYERISCHE LANDESBANK, NEW  
YORK BRANCH

By: 

Name: Rolf Siebert

Title: Senior Vice President

By: 

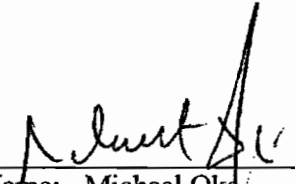
Name: Gina Sandella

Title: Vice President

[Signature Page to LGE – Amendment]

BANCO BILBAO VIZCAYA  
ARGENTARIA S.A.- NEW YORK  
BRANCH

By:

  
Name: Michael Oka

Title: Executive Director

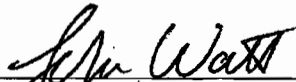
By:

  
Name: Nietzsche Rodricks

Title: Executive Director




THE BANK OF NEW YORK MELLON

By:   
Name: JOHN N. WATT  
Title: VICE PRESIDENT

[Signature Page to LGE – Amendment]

MIZUHO CORPORATE BANK, LTD.

By:   
Name: Raymond Ventura  
Title: Deputy General Manager

[Signature Page to LGE – Amendment]

SOVEREIGN BANK

By: 

Name: Robert D. Lanigan

Title: SVP

[Signature Page to LGE – Amendment]

SUNTRUST BANK

By: \_\_\_\_\_

Name: Andrew Johnson

Title: Director

[Signature Page to LGE – Amendment]

CIBC INC.

By: \_\_\_\_\_

Name: Josh Hogarth

Title: Director

**Joshua J. Hogarth**  
**CIBC Inc.**  
**Authorized Signatory**

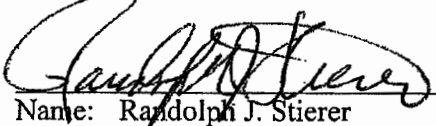
By: \_\_\_\_\_

Name: Eoin Roche

Title: Executive Director

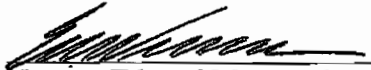
[Signature Page to LGE – Amendment]

FIFTH THIRD BANK

By:   
Name: Randolph J. Stierer  
Title: Vice President

[Signature Page to LGE – Amendment]

PNC BANK, NATIONAL  
ASSOCIATION

By:   
Name: Edward M. Tessalone  
Title: Senior Vice President

[Signature Page to LGE – Amendment]

SUMITOMO MITSUI BANKING  
CORPORATION

By: 

Name: Masakazu Hasegawa

Title: Managing Director

[Signature Page to LGE – Amendment]

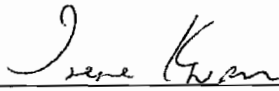


THE NORTHERN TRUST COMPANY

By: Peter J. Hallan  
Name: Peter J. Hallan  
Title: Vice President

[Signature Page to LGE – Amendment]

WING LUNG BANK LTD. LOS  
ANGELES BRANCH

By:   
Name: Irene Kwan  
Title: VP/ Deputy Branch  
Manager

[Signature Page to LGE – Amendment]

**Schedule 1**

**Commitment Appendix**

<b>Lender</b>	<b>Revolving Commitment</b>
Wells Fargo Bank, National Association	\$20,500,000.00
Bank of America, N.A.	20,500,000.00
The Royal Bank of Scotland plc	20,500,000.00
Credit Suisse AG, Cayman Islands Branch	19,000,000.00
The Bank of Nova Scotia	19,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	9,500,000.00
Union Bank, N.A.	9,500,000.00
Barclays Bank PLC	19,000,000.00
BNP Paribas	19,000,000.00
Citibank, N.A.	19,000,000.00
JPMorgan Chase Bank, N.A.	19,000,000.00
Morgan Stanley Bank, N.A.	19,000,000.00
Royal Bank of Canada	19,000,000.00
UBS Loan Finance LLC	19,000,000.00
Goldman Sachs Bank USA	19,000,000.00
Credit Agricole Corporate & Investment Bank	14,000,000.00
Deutsche Bank AG New York Branch	14,000,000.00
KeyBank National Association	14,000,000.00
Lloyds TSB Bank plc	14,000,000.00
U.S. Bank National Association	14,000,000.00
Bayerische Landesbank, New York Branch	6,800,000.00
Banco Bilbao Vizcaya Argentaria S.A.	6,800,000.00
The Bank of New York Mellon	6,800,000.00
Mizuho Corporate Bank, Ltd.	6,800,000.00
Sovereign Bank	6,800,000.00
SunTrust Bank	6,800,000.00
CIBC Inc.	4,000,000.00
Fifth Third Bank	4,000,000.00
PNC Bank, National Association	4,000,000.00
Sumitomo Mitsui Banking Corporation	4,000,000.00
The Northern Trust Company	2,700,000.00
<u>Wing Lung Bank Ltd. Los Angeles Branch</u>	<u>0.00</u>
<b>Total</b>	<b>\$400,000,000.00</b>