

**WRITTEN CONSENT**

This Written Consent ("Agreement") is entered into this 12th day of June, 1991 between Louisville Gas and Electric Company, a public utility engaged in the business of providing gas and electric service ("LG&E") and John Treitz & Sons, Inc. (formerly d/b/a Bluegrass Mobile Home Park) located at 3510 Newburg Road in Jefferson County, Kentucky and an electric customer of LG&E ("Treitz & Sons").

**WITNESSETH:**

**WHEREAS**, LG&E generates and purchases electricity and has the exclusive right to distribute and sell the same at retail within its certified territory in Jefferson County and in portions of Bullitt, Hardin, Henry, Meade, Oldham, Shelby, Spencer and Trimble Counties pursuant to Chapter 278 of the Kentucky Revised Statutes.

**WHEREAS**, Treitz & Sons desires to resell the electric energy furnished by LG&E to the occupants of the trailer park for their use and consumption on the premises and the written consent of LG&E is required for the resale of such energy.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. **Resale of Electric Energy.**

(a) Electric energy furnished under LG&E's standard application or contract is only for use of Treitz & Sons and the resale of such energy to any other person, firm or corporation on

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 12 1991

PURSUANT TO 807 KAR 5:011.  
SECTION 9 (1)  
BY: Sharon L. Lee  
PUBLIC SERVICE COMMISSION MANAGER

Treitz & Sons premises or for use on any other premises is prohibited without the written consent of LG&E.

(b) LG&E hereby consents to the resale of the electric energy furnished to Treitz & Sons to the occupants in the John Treitz & Sons, Inc. mobile home park facility in accordance with the terms and conditions of this Agreement. The resale of electric energy pursuant to this Agreement is a conditional and revocable privilege.

2. Rules and Regulations. The resale of electric energy by Treitz & Sons to the occupants of the trailer park shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky and the Rules and Regulations for Furnishing Electric Service of LG&E ("Electric Tariff") approved by the Public Service Commission of Kentucky.

3. Rates. Treitz & Sons may resell the electric energy to the occupants of the trailer park at the rates which do not exceed those charged by LG&E.

(a) Treitz & Sons may assess a monthly customer charge per meter equal to LG&E's approved monthly residential customer charge.

(b) The electric energy resold by Treitz & Sons 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.

JUL 12 1991

4. Type of Service. All electric energy resold by Treitz & Sons shall be made available only for single-phase residential service for lighting, heating, cooking, refrigeration, household appliances and other domestic purposes, subject to any special terms contained in LG&E's Electric Tariff.

5. Term. This Agreement shall continue from month to month until Treitz & Sons closes its account with LG&E or canceled as herein provided.

6. Cancellation. The privilege of reselling the electric energy furnished by LG&E may be revoked and this Agreement may be canceled for such causes as set forth in LG&E's Electric Tariff or for failure to comply with the terms and conditions herein. This Agreement shall not impair or otherwise limit LG&E's rights to discontinue service to Treitz & Sons according to the rules and regulations of the Public Service Commission or its Electric Tariff.

7. Assignment. Treitz & Sons agrees not to resell any electric energy to any person, firm or corporation outside Treitz & Sons premises, and this Agreement is not assignable or transferable.

8. LG&E Not Liable for Resale of Electric Energy. LG&E is acting merely as a supplier of electricity delivered to the point of connection of LG&E's and Treitz & Sons' facilities, and shall not be liable for and shall be protected and held harmless from injury or damage to the occupants of the trailer park or other property or third persons resulting from the presence, use or abuse

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 12 1991

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.

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 Treitz & Sons to the occupants of the trailer park or sold by LG&E to Treitz & Sons for resale to the occupants of the trailer park except to the extent that it is liable to its other normal commercial customers.

10. Permits. Treitz & Sons shall obtain or cause to be obtained all permits, certificates or other governmental or regulatory approvals necessary for the resale of electric energy to the occupants of the trailer park and shall operate and maintain any apparatus or facilities used for the resale of electric energy within the premises of the trailer park in accordance with all local, state and federal regulations and good engineering practice and all applicable safety or electric codes.

11. Consumer Complaints. Treitz & Sons 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 Louisville Gas and Electric Company for resolution. As a condition to the resale of LG&E's

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 12 1991

PURSUANT TO 807 KAR 5:011.

SECTION 9 (1)

BY: Glenn Deller  
PUBLIC SERVICE COMMISSION MANAGER

electric energy, Treitz & Sons agrees to respond to any such complaint and cooperate with the Louisville Gas and Electric Company in order to resolve the dispute.

12. LG&E's Tariff. This written consent shall supplement LG&E's Electric Tariff. In the event of a conflict, the rules and regulations contained in LG&E's Electric Tariff shall control. This Agreement shall at all times be subject to changes or modifications as the Public Service Commission of Kentucky may, from time to time, direct in the exercise of its authority.

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

LOUISVILLE GAS AND ELECTRIC

JOHN TREITZ & SONS, INC.

BY: *Arthur Hanson*  
TITLE: VP General Counsel, Corp. Sec.  
DATE: 6/12/91

BY: *John R. Treitz*  
TITLE: President  
DATE: Jun 3, 1991

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 12 1991

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

BY: *Cheryl Hallee*  
PUBLIC SERVICE COMMISSION MANAGER