

WRITTEN CONSENT

This Written Consent ("Agreement") is entered into this 1ST day of July, 1990 between Louisville Gas and Electric Company, a public utility engaged in the business of providing gas and electric service ("LG&E") and Standiford Mobile Home Park, a trailer park located at 4015 Crittenden Drive in Jefferson County, Kentucky and an electric customer of LG&E ("Standiford").

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, Standiford 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 Standiford and the resale of such energy to any other person, firm or corporation on Standiford's 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 Standiford to the occupants in Standiford's trailer park 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 Standiford 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. Standiford may resell the electric energy only if the rates charged to the occupants of the trailer park are comparable with the rates which would be charged by LG&E for residential electric service under its approved Electric Tariff.

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

(b) The electric energy resold by Standiford 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.

4. Type of Service. All electric energy resold by Standiford 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 Standiford closes its account with LG&E or cancelled as herein provided.

6. Cancellation. The privilege of reselling the electric energy furnished by LG&E may be revoked and this Agreement may be cancelled 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 Standiford according to the rules and regulations of the Public Service Commission or its Electric Tariff.

7. Assignment. Standiford agrees not to resell any electric energy to any person, firm or corporation outside

Standiford's 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 Standiford's facilities, and shall not be 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.

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 Standiford to the occupants of the trailer park or sold by LG&E to Standiford for resale to the occupants of the trailer park.

10. Permits. Standiford shall obtain or caused 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. Standiford 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 for resolution. As a condition to the resale of LG&E's electric energy, Standiford agrees to respond to any such complaint and cooperate with the Kentucky Public Service Commission in order to resolve the dispute. Standiford agrees that the Public Service Commission, after proper investigation and review, may require Standiford to take steps to remedy the complaint, including the payment of refunds to the complaining party or the loss of Standiford's privilege to resell LG&E's energy upon written notice to Standiford and LG&E.

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.

ACCEPTED AND AGREED TO:

LOUISVILLE GAS AND ELECTRIC
COMPANY

CUSTOMER

Name: Green Acres Enterprises d/b/a
Standiford Mobile Home Park

By: [Signature]

By: W. Bruce Lunsford

Title: Mgr. I/C Services

Title: Partner

Date: July 12, 1990

Date: _____