

**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** entered into effective September 30, 2024, by and between the **CITY OF WHITESVILLE, KENTUCKY** (“Franchisor”) and **KENERGY CORP.**, Post Office Box 18, Henderson, KY 42419 (“Franchisee”);

**WHEREAS**, the City of Whitesville advertised for bids for a non-exclusive franchise to construct, maintain, operate, repair and remove an electric transmission and/or distribution system;

**WHEREAS**, Kenergy Corp, was a successful Bidder for the franchise; and

**WHEREAS**, the terms and conditions of the franchise are stated in Ordinance 24.03 of the City of Whitesville, KY;

**NOW**, therefore, the parties hereby **AGREE** that Kenergy Corp, is awarded a non-exclusive franchise to construct, maintain, operate, repair and remove an electric transmission and/or distribution system for a period of five (5) years commencing September 30, 2024, and continuing thereafter until expiration. The annual fee for the franchise is three percent (3%) of gross revenues assessed on all businesses and residences in the corporate limits of Whitesville, KY, payable quarterly. The terms and conditions of the franchise are as set forth in Ordinance 24.03 which is incorporated by reference herein.

This the date above written.

**CITY OF WHITESVILLE, KY**

By *Patsy Mayfield*  
Patsy Mayfield, Mayor

ATTEST: *Monique Brooks*  
Monique Brooks, City Clerk

**KENERGY CORP.**

By *Timothy Lindahl*  
Timothy Lindahl, President and CEO

