

FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is hereby made and entered into this 8th day of June, 2015 by and between the City of West Point in the Commonwealth of Kentucky (“City”) and Louisville Gas and Electric Company (“Company”).

WITNESSETH:

WHEREAS, the City adopted an Ordinance # 2015-01 on May 11, 2015, pursuant to which the City has awarded the Company an exclusive electric franchise and an exclusive natural gas (“Franchises”) over the public rights-of-way within the City’s corporate limits, subject to and in accordance with the terms of this Agreement; and

WHEREAS, the above-referenced Ordinance requires that the City and the Company execute this Agreement;

NOW, THEREFORE, in consideration of the faithful performance and strict observance by the Company and the City of all terms, provisions, conditions, obligations and reservations set forth herein, it is hereby agreed between the parties as follows:

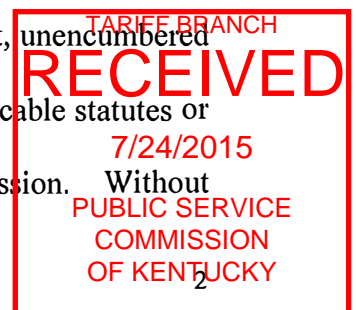
1. Grant and Acceptance. The City hereby grants to the Company exclusive franchises to enter upon, acquire, construct, operate, maintain, install, use, and repair, in the public right-of-way of the City, an electric distribution system and a natural gas distribution system within the corporate boundaries of the City as it now exists or may hereafter be constructed or extended, subject to the provisions of this Agreement. Such system may include pipes, wire, manholes, ducts, structures, stations, towers, amplifiers, poles, overhead conductors and devices, underground conductors and devices, transformers, and any other apparatus, equipment and facilities (collectively, “Equipment”) necessary, essential, and/or used or useful to the distribution and sale of electric and natural gas service through the City and to any other town or any portion of the county or to any other county (“Services”). Additionally, the



Company shall have the right to use the streets with its service and maintenance vehicles in furtherance of these Franchises. Prior to beginning the construction or installation of any new equipment under the Franchises, the Company shall obtain any necessary governmental permits for such construction or installation, copies of which it shall provide to the City. Work performed by the Company under the Franchises shall be performed in a workmanlike manner and in such a way as not to unnecessarily interfere with the public's use of City streets. Whenever the surface of any City street is opened, it must be restored at the expense of the Company within a reasonable time to a condition comparable to what it was prior to the opening thereof.

2. Definitions. Terms not defined but referred to herein shall be construed to reflect a common usage or the common usage as would apply in the electric and natural gas service industry.

3. Term of Franchises; Termination. These Franchises shall be exclusive and shall continue for a period of ten years from and after the effective date of this Agreement, as set forth in Section 5. The Company may, at its option, terminate the Franchises and this Agreement upon five (5) days' written notice if (a) the City breaches any of its obligations hereunder and such breach is not cured within thirty (30) days of the Company's notice to the City of such breach; (b) the Company is not permitted to pass through to affected customers all fees payable by it under Sections 9 and 10 herein; or (c) the City creates or amends any ordinance or regulation which, in the Company's sole discretion, would have the effect of (i) substantially altering, amending or adding to the terms of this Agreement, (ii) substantially impairing the Company's ability to perform its obligations under the Franchises in an efficient, unencumbered and profitable way; or (iii) preventing the Company from complying with applicable statutes or regulations, rules or orders issued by the Kentucky Public Service Commission. Without



diminishing the Company's rights under this Section 3, the City agrees that to the extent it desires to pass or amend an ordinance or regulation which could have the effect of substantially (i) altering, amending, or adding to the terms of this Agreement; (ii) impairing the Company's ability to perform its obligations under the Franchises in an efficient, unencumbered and profitable way; or (iii) preventing the Company from complying with applicable statutes or regulations, rules or orders issued by the Kentucky Public Service Commission, that it will first discuss such proposed ordinance or regulation with the Company and the parties shall negotiate in good faith regarding the same.

4. Territorial Extent of the Franchises. The Company is authorized to operate throughout all the territory within the corporate limits of the City for which it is authorized under state or federal law.

5. Effective Date. This Agreement shall become effective 90 days after the execution hereof.

6. Compliance With City Regulations. Subject to Section 3 hereof, the Company will comply with all applicable provisions of lawful City ordinances and regulations (including any amendments thereto), unless such provisions (i) conflict with or impair the Company's ability to comply with any rule, regulation or order issued by the Kentucky Public Service Commission related to the Company's rates or services, or otherwise (ii) are preempted by the action of any authority with jurisdiction over the Company.

7. Rights Reserved by City. Subject to the above provisions, the Franchises are expressly subject to the right of the City: (i) to repeal the same for misuse, nonuse, or the Company's failure to comply with applicable local, state or federal laws; (ii) to impose such other regulations as may be determined by the City to be conducive to the safety, welfare and



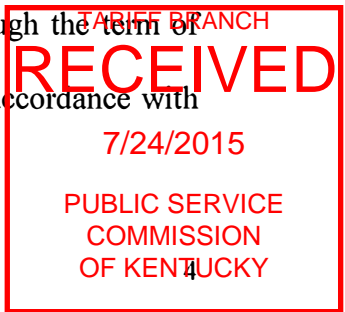
morals of the public; and/or (iii) to control and regulate the use of its streets, roads, alleys, bridges, public places and space about and beneath them.

8. Liability and Indemnification. The Company shall indemnify, defend, and hold harmless the City from and against claims by third parties asserted against the City that the Company's use of the public streets or the presence or operation of the Company's equipment on or along said streets has caused damage to tangible property or bodily injury, if and to the extent such damage or injury is not caused by the City's negligence or misconduct.

9. Franchise Fees. As compensation for these Franchises granted to the Company, the City shall receive payment of a total annual fee of three (3) percent of gross receipts per year from the Company's sale of electricity and natural gas to electric- or natural gas-consuming entities inside the City's corporate limits; *provided, however,* that such fee shall be payable by the Company only if and to the extent the Company is authorized by the Kentucky Public Service Commission (or its successor) to pass through such fee to the entities served by it inside the City's corporate limits; *and provided further,* the City shall provide the Company a list, in electronic format, of all electric- and natural gas-consuming entities within the City limits that are to be served by the Company, which list shall be updated annually.

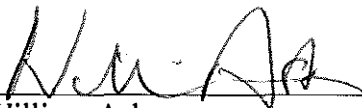
10. Other Fees. Any other fees assessed to the Company in connection with the Company's use of the City's public ways, including fees associated with permits and licenses of whatever nature, shall be payable by the Company only if and to the extent the Company is authorized by the Kentucky Public Service Commission (or its successor) to pass through such fees to the entities served by it inside the City's corporate limits

11. Insurance Bonds. The Company shall maintain in force through the term of the Franchises both general liability insurance and motor vehicle insurance, in accordance with all applicable laws and regulations.

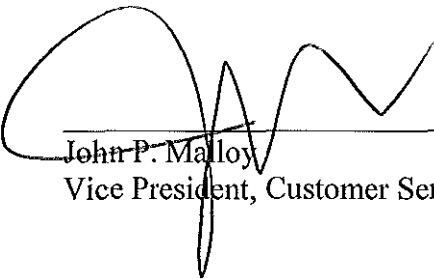


12. Rate Regulation. The Company agrees to charge such rate or rates as may from time to time be fixed by the Public Service Commission of Kentucky or any successor regulatory body.

Agreed to this 8th day of June, 2015.



William Ash
Mayor, City of West Point



John P. Malloy
Vice President, Customer Service

