

## FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is hereby made and entered into this 19th day of December, 2017 by and between the City of Radcliff in the Commonwealth of Kentucky (“City”) and Louisville Gas and Electric (“Company”).

### WITNESSETH:

**WHEREAS**, the City adopted an Ordinance (# 17-11-1215) on November 21<sup>st</sup>, 2017, pursuant to which the City has awarded the Company a non-exclusive natural gas franchise (“Franchise”) 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 a non-exclusive franchise to enter upon, acquire, construct, operate, maintain, install, use, and repair, in the public rights-of-way of the City, a 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, manholes, ducts, structures, stations, underground devices, and any other apparatus, equipment and facilities (collectively, “Equipment”) necessary, essential, and/or used or useful to the distribution and sale of natural gas 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 the Franchise. Prior to beginning the construction or

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installation of any new equipment under the Franchise, 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 Franchise 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. Should the Company fail or refuse to replace or restore said street or public way to City standards within a reasonable time, then same may be replaced and restored by the City at the cost and expense of the Company; provided, however, that the City must provide Company ten (10) days' notice and an opportunity to perform the work prior to the City beginning any restoration work on its own. In such a case, Company will reimburse City only its actual costs reasonably incurred in completing the restoration work.

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 natural gas service industry.

3. Term of Franchise; Termination. The Franchise shall be non-exclusive and shall continue for a period of ten (10) years with the first billing cycle on or after the expiration of the existing franchise agreement, as set forth in Section 5. The Company may, at its option, terminate the Franchise 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 Franchise 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 Franchise 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 Franchise. 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 with the first billing cycle on or after the expiration of the existing franchise agreement.

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 Franchise is 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

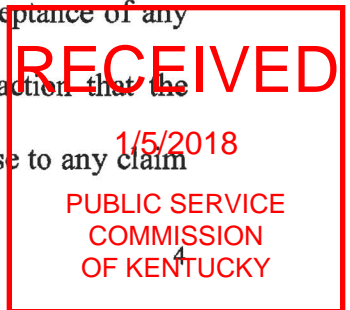




other regulations as may be determined by the City to be conducive to the safety, welfare and morals of the public; and/or (iii) to control and regulate the use of its streets, roads, alleys, bridges, public places and space about and beneath them.

8. Liability and Indemnification. The Company shall indemnify, defend, and hold harmless the City from and against claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses, including reasonable attorney fees 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 the Franchise 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 natural gas to natural gas-consuming entities inside the City's corporate limits with the right to increase to a total annual fee of up to five (5) percent of the gross receipts at each five (5) year anniversary of the franchise agreement; *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 natural gas-consuming entities within the City limits that are to be served by the Company, which list shall be updated annually. Payment of any amount due under this Franchise Agreement shall be made on a quarterly basis within forty-five (45) days of the end of the preceding payment period. No acceptance of any franchise fee payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount nor shall acceptance be deemed a release to any claim



the City may have for future or additional sums pursuant to this Franchise. Any additional amount due to the City shall be paid within ten (10) days following written notice to the Company by the City. As further consideration for the granting of this Franchise, the Company agrees to pay all publication costs the City incurs in the granting of this Franchise. The above-mentioned costs shall be invoiced by the City to the Company and the Company shall pay said costs within (30) days of receipt of said invoice.

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 Franchise insurance coverage for general liability insurance, auto liability and workers compensation, in accordance with all applicable laws and regulations. The Company shall maintain a general and auto liability coverage minimum limit of \$2,000,000 per occurrence. The Company may elect to self-insure all or part of this requirement.

12. Termination Rights. In addition to all other rights and powers pertaining to the City by virtue of the Franchise or otherwise, the City by and through its City Council, reserves the right to terminate and cancel this Franchise and all rights and privileges of the Company hereunder in the event that the Company:

(1) willfully violates any material provision of this Franchise or any material rule, order or determination of the City made pursuant to this Franchise, except where such violation is without fault or through excusable neglect;



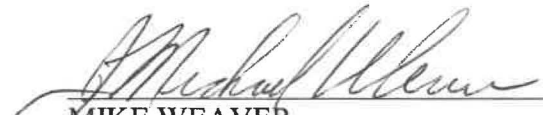
(2) willfully attempts to evade any material provision of this Franchise or practices any fraud or deceit upon the City;

(3) knowingly makes a material misrepresentation of any fact in the application, proposal for renewal, or negotiation of this Franchise; or

(4) is no longer able to provide regular and customary uninterrupted service to its customers in the franchise area.

13. 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 19<sup>th</sup> day of December, 2017.

  
MIKE WEAVER  
MAYOR, CITY OF RADCLIFF

  
ELIZABETH J. MCFARLAND  
VICE PRESIDENT, CUSTOMER SERVICE

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