

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made and entered into this 18th day of September, 2017, by and between the **CITY OF GEORGETOWN**, a municipal corporation and political subdivision of the Commonwealth of Kentucky (hereinafter "Georgetown"), and **Kentucky Utilities, Inc.**, a corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, (hereinafter "Franchisee").

WITNESSETH:

WHEREAS, by Ordinance 2017-012 adopted August 16, 2017, Georgetown provided for the creation and sale of a non-exclusive franchise, for the transmission, distribution and sale of electrical energy within the public rights-of-way of the City of Georgetown for a ten (10) year period with up to two (2) five (5) year extensions; and

WHEREAS, Ordinance 2017-012 authorized the advertising for bids on said franchise, and Franchisee submitted a timely bid to acquire said franchise; and

WHEREAS, by Ordinance No. 2017-014 adopted September 11, 2017, Georgetown accepted the bid of Franchisee to acquire said franchise; and

WHEREAS, Georgetown and Franchisee have entered into this Franchise Agreement to memorialize the sale by Georgetown to Franchisee of said franchise subject to the terms and conditions reflected in Ordinance 2017-012 and Ordinance 2017-014 (collectively, the "Franchise Ordinances").

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Georgetown and Franchisee hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:



1. Ordinance 2017-012, which is attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Franchisee for said franchise, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Ordinance 2017-014, which is attached hereto as Exhibit "C", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

4. The franchise memorialized in this Franchise Agreement shall commence September 18, 2017, and shall expire as provided in the terms of the Franchise Ordinances.

5. Franchisee does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Agreement and the Franchise Ordinances, and further to faithfully perform all acts required of it as the purchaser of said franchise.

6. This Franchise Agreement memorializes the agreement between the parties contained and embodied in the Franchise Ordinances and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

IN WITNESS WHEREOF, the City of Georgetown and Franchisee have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

CITY OF GEORGETOWN

BY: *Tom West*
MAYOR

ATTEST:

Francis Hoffman
CITY CLERK

RECEIVED

9/18/2017

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

KENTUCKY UTILITIES, INC.

BY: Elizabeth J. McFarland
ELIZABETH J. MCFARLAND
VICE PRESIDENT, CUSTOMER SERVICES

STATE OF KENTUCKY)

COUNTY OF Jefferson)

The foregoing Franchise Agreement was subscribed, sworn to and acknowledged before me by Elizabeth McFarland, as Vice President Customer Serv of Kentucky Utilities, Inc., on this the 15th day of September, 2017.

My commission expires: 10-16-2020

Kimberly C. Brink
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

