

## FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement" is hereby made and entered into this 12<sup>th</sup> day of June 2015 by and between the City of Morehead in the Commonwealth of Kentucky ("City") and Fleming-Mason Energy Cooperative, Inc. ("Company").

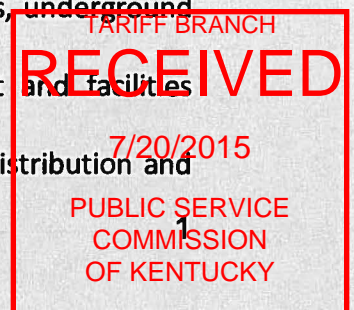
### WITNESSETH:

WHEREAS, the City adopted Ordinance Number 10:2015 on May 11, 2015, pursuant to which the City has awarded the Company an exclusive electric 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 by the parties as follows:

1. Grant and Acceptance. The City hereby grants to the Company an exclusive franchise to enter upon, acquire, construct, operate, maintain, install, use and repair, in the public right-of-way of the City, an electric 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 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 the Franchise. Prior to beginning the construction or 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 City request said surface to be opened, then the City shall be responsible for the expense of restoring said surface.

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 service industry.

3. Term of Franchise; Termination. The Franchise shall be exclusive and shall continue for a period of twenty years from and after the effective date of this 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 cure is not diligently commenced or pursued by the City 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

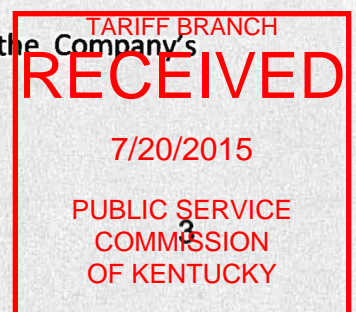


Agreement, (ii) substantially impairing the company's ability to perform its obligations under the Franchise in an efficient, unencumbered and profitable way; or (iii) preventing the Company from complying with applicable statutes or regulations, rules or orders issued by the Kentucky Public Service Commission. Without diminishing the Company's rights under 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 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, federal government or Commonwealth of Kentucky related to the Company's

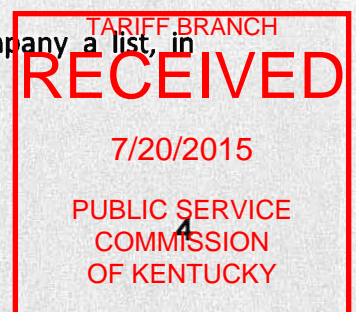


rates or services, or otherwise (ii) are preempted by the action of any authority with jurisdiction over the Company.

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 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 Indemnifications. 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 proximately cause damage to tangible property or bodily injury, if and to the extent such damage or injury is not cause by the City's negligence or misconduct.

9. Franchise Fees. As compensation or the Franchise granted to the Company, the City shall receive payment of a total annual fee of three (3) percent of gross receipts of energy charges per year from the company's sale of electricity to electric-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



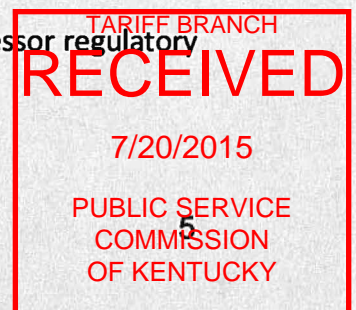
electronic format, of all electric-consuming entities within the City limits that are to be served by the Company, which list shall be updated annually.

10. Right of Way Maintenance. The Company shall have the right, without payment of fees, to cut, trim, or remove any trees, overhanging branches or other obstructions, which in the reasonable opinion of the Company may endanger or interfere with the efficient installation, operation, repair, replacement, or maintenance of the Company's facilities or equipment. If, during the term of this Franchise Agreement, the City closes to public use any public property in or on which the Company's facilities or equipment are located, the City shall make such provisions as may be legal and necessary to grant the Company the right to retain the facilities or equipment thereof within and upon that public property, along with the rights to maintain and operate such facilities and equipment as set forth in this Section.

11. 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.

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

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

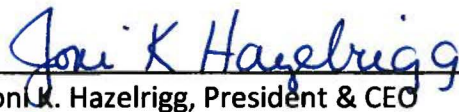


AGREED to this 12<sup>th</sup> day of June 2015.

CITY OF MOREHEAD, KENTUCKY

FLEMING-MASON ENERGY COOPERATIVE, INC.

  
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James T. Trent, Mayor

  
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Joni K. Hazelrigg, President & CEO

TARIFF BRANCH  
**RECEIVED**  
7/20/2015  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY