

SECOND STIPULATION AND RECOMMENDATION

This Second Stipulation and Recommendation (“Second Stipulation”) is entered into this first day of May 2017 by and between Kentucky Utilities Company (“KU”) and Louisville Gas and Electric Company (“LG&E”) (collectively, “the Utilities”); BellSouth Telecommunications, LLC d/b/a AT&T Kentucky (“AT&T”), and Kentucky Cable Telecommunications Association (“KCTA”). (Collectively, the Utilities, AT&T and KCTA are the “Parties.”)

W I T N E S S E T H:

WHEREAS, on November 23, 2016, KU filed with the Kentucky Public Service Commission (“Commission”) its Application for Authority to Adjust Electric Rates and For Certificates of Public Convenience and Necessity, *In the Matter of: An Application of Kentucky Utilities Company for an Adjustment of Its Electric Rates and For Certificates of Public Convenience and Necessity*, and the Commission has established Case No. 2016-00370 to review KU’s base rate application, in which KU requested a revenue increase of \$103.1 million;

WHEREAS, on November 23, 2016, LG&E filed with the Commission its Application for Authority to Adjust Electric and Gas Rates and For Certificates of Public Convenience and Necessity, *In the Matter of: An Application of Louisville Gas and Electric Company for an Adjustment of Its Electric and Gas Rates and For Certificates of Public Convenience and Necessity*, and the Commission has established Case No. 2016-00371 to review LG&E’s base rate application, in which LG&E requested a revenue increase for its electric operations of \$93.6 million and a revenue increase of \$13.8 million for its gas operations (Case Nos. 2016-00370 and 2016-00371 are hereafter collectively referenced as the “Rate Proceedings”);

WHEREAS, on February 20, 2017, LG&E filed with the Commission in Case No. 2016-00371 a Supplemental Response to Commission Staff’s First Request for Information No. 54 in

which LG&E corrected its requested revenue increases for its electric operations to be \$94.1 million and for its gas operations to be \$13.4 million;

WHEREAS, the Commission has granted full intervention in Case No. 2016-00370 to the Attorney General of the Commonwealth of Kentucky, by and through the Office of Rate Intervention (“AG”), AT&T, Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc. (“CAC”), KCTA, Kentucky Industrial Utility Customers, Inc. (“KIUC”), Kentucky League of Cities (“KLC”), The Kroger Company (“Kroger”), Kentucky School Boards Association (“KSBA”), Lexington-Fayette Urban County Government (“LFUCG”), Sierra Club, Alice Howell, and Carl Vogel, and Wal-Mart Stores East, LP and Sam’s East, Inc. (collectively “Wal-Mart”);

WHEREAS, the Commission has granted full intervention in Case No. 2016-00371 to Association of Community Ministries, Inc., AG, AT&T, United States Department of Defense and All Other Federal Executive Agencies, KCTA, KIUC, Kroger, KSBA, Louisville/Jefferson County Metro Government, Metropolitan Housing Coalition, Sierra Club and Amy Waters, JBS Swift & Co., and Wal-Mart;

WHEREAS, a prehearing informal conference for the purpose of discussing settlement and the text of a stipulation and recommendation, attended by representatives of the Parties and the Commission Staff, took place on April 12, 13, and 17, 2017, at the offices of the Commission, which representatives of AT&T and KCTA also attended on April 12 and 13, and which representatives of KCTA also attended on April 17, and during which a number of procedural and substantive issues were discussed, including potential settlement of all issues pending before the Commission in the Rate Proceedings;

WHEREAS, all parties to these proceedings except AT&T and KCTA reached agreement and entered into a stipulation and recommendation (“First Stipulation”), which the Utilities filed with the Commission on April 19, 2017;

WHEREAS, a prehearing informal conference for the purpose of discussing settlement and the text of this Second Stipulation, attended by representatives of the Parties and the Commission Staff, took place on April 25, 2017, at the offices of the Commission, during which a number of procedural and substantive issues were discussed;

WHEREAS, it is understood by all Parties hereto that this Second Stipulation is subject to the approval of the Commission, insofar as it constitutes an agreement by the Parties for settlement, and, absent express agreement stated herein, does not represent agreement on any specific claim, methodology, or theory supporting the appropriateness of any proposed or recommended adjustments to the Utilities’ rates, terms, or conditions;

WHEREAS, the Parties have spent many hours over several days to reach the stipulations and agreements which form the basis of this Second Stipulation;

WHEREAS, the Parties agree that this Second Stipulation, viewed in its entirety, is a fair, just, and reasonable resolution of all the issues addressed herein, and that the First and Second Stipulations, considered together, produce a fair, just, and reasonable resolution of all the issues in the Rate Proceedings; and

WHEREAS, the Parties believe sufficient and adequate data and information in the record of these proceedings support this Second Stipulation, and further believe the Commission should approve it;

NOW, THEREFORE, for and in consideration of the promises and conditions set forth herein, the Parties hereby stipulate and agree as follows:

ARTICLE I. RATE PSA MODIFICATIONS

1.1. Attachment Charges for Wireline Facilities. The Parties stipulate that an annual attachment charge of \$7.25 for a wireline facility is fair, just, and reasonable. The Commission previously approved this charge in the Utilities' most recent general rate case proceedings, Cases No. 2014-00371 and No. 2014-00372. The Utilities have not proposed to adjust this rate, which assumes that a wireline facility will require one foot of usable pole space. AT&T and KCTA have previously advised the Commission that they have no objections to this rate remaining in effect.

1.2. Attachment Charges for Pole-Top Wireless Facilities. The Parties stipulate that a fair, just, and reasonable rate for wireless facilities attached to the top of the Utilities' structures is \$36.25 per year. They agree that for purposes of determining the annual charge, a pole-top wireless facility should be allocated five feet of usable pole space. The Utilities assert that this allocation is based upon the premise that, as the Utilities typically have electric facilities located at or near the top of their distribution poles, a pole top wireless facility, such as an antenna, requires a five foot taller pole to maintain a safe working distance of at least 48 inches between the electric facilities and the pole top antenna. Thus, the Utilities assert that the Wireless Facility owner is responsible for the top 5 feet of the pole: one foot for the antenna and four feet of clearance above the power space. Without adopting the Utilities' assertions set out in the preceding two sentences, AT&T agrees that an allocation of five feet of usable pole space is supported by evidence in the record. As the Commission has previously approved the annual rate of \$7.25 for one foot of pole space, the use of five feet will produce an annual charge of \$36.25.

1.3. Attachment Charges for Mid-Pole Wireless Facilities. The Parties stipulate and agree that, given the lack of information regarding the size and characteristic of wireless antennas and other devices that may be attached to an electric utility pole in the communications space, a uniform rate for such attachments cannot be easily developed and that the rate for such attachments should be developed on a case-by-case basis through special contracts until a sufficient number of such attachments have been made to the Utilities' structures to develop a tariffed rate. At the time of their next general rate applications, the Utilities will determine if they have sufficient evidence regarding mid-pole devices to determine whether a uniform rate is appropriate and, if so, revise the PSA Rate Schedule accordingly.

1.4. Terms and Conditions of Rate PSA. The Parties stipulate and agree that revisions to the originally proposed version of the PSA Rate Schedule are necessary to afford sufficient flexibility for Attachment Customers to permit them to operate effectively in the unregulated, market-based telecommunications industry. The revised PSA Rate Schedules, which are shown in Exhibits 1 and 2 to this Second Stipulation, with the proposed additions and deletions clearly marked, appropriately balance an Attachment Customer's need for flexibility with the public's interest in reliable and safe electric service. The Parties stipulate that, as revised, the terms and conditions set forth in the proposed PSA Rate Schedule are fair, just, and reasonable, will promote public safety, enhance the reliability of electric service, and ensure fair and uniform treatment of Attachment Customers as well as promote the deployment and adoption of advanced communications services.

ARTICLE II. FIRST STIPULATION

2.1. No objections. AT&T and KCTA have reviewed the First Stipulation filed with the Commission on April 19, 2017 and have no objections to it, except to the extent the First

Stipulation's electric tariff exhibits contained PSA Rate Schedules inconsistent with this Second Stipulation and its exhibits, in which case the latter should control.

2.2. AMS Collaborative. The Parties agree that the Utilities shall notify AT&T and KCTA if and when it engages in any AMS Collaborative pursuant to the First Stipulation § 1.2 and that AT&T and KCTA may, at their option, participate in any or all phases of the AMS Collaborative.

ARTICLE III. MISCELLANEOUS PROVISIONS

3.1. Except as specifically stated otherwise in this Second Stipulation, entering into this Second Stipulation shall not be deemed in any respect to constitute an admission by any of the Parties that any computation, formula, allegation, assertion or contention made by any other party in these Rate Proceedings is true or valid.

3.2. The Parties hereto agree that the foregoing stipulations and agreements represent a fair, just, and reasonable resolution of the issues addressed herein and request the Commission to approve the Second Stipulation.

3.3. Following the execution of this Second Stipulation, the Parties shall cause it to be filed with the Commission on or about May 1, 2017, together with a request to the Commission for consideration and approval of this Second Stipulation for rates to become effective for service rendered on and after July 1, 2017.

3.4. This Second Stipulation is subject to the acceptance of, and approval by, the Commission. The Parties agree to act in good faith and to use their best efforts to recommend to the Commission that this Second Stipulation and the First Stipulation be accepted and approved. The Parties commit to notify immediately any other Party of any perceived violation of this provision so the Party may have an opportunity to cure any perceived violation, and all Parties

commit to work in good faith to address and remedy promptly any such perceived violation. In all events counsel for all Parties will represent to the Commission that the First and Second Stipulations, taken together, produce a fair, just, and reasonable means of resolving all issues in these proceedings, and will clearly and definitively ask the Commission to accept and approve the First and Second Stipulations as such.

3.5. If the Commission issues an order adopting this Second Stipulation in its entirety and without additional conditions, irrespective of whether the Commission approves the terms of the First Stipulation, each of the Parties agrees that it shall file neither an application for rehearing with the Commission, nor an appeal to the Franklin Circuit Court with respect to the portions of such order that concern this Second Stipulation. The Parties commit to notify immediately any other Party of any perceived violation of this provision so the Party may have an opportunity to cure any perceived violation. All Parties agree that no monetary damages will be sought or obtained from a Party if the Party is not in breach, but rather a non-Party purporting to act for the Party has sought rehearing or appeal of a Commission order adopting this Second Stipulation in its entirety and without additional conditions.

3.6. If the Commission does not accept and approve this Second Stipulation in its entirety and without additional conditions, then any adversely affected Party may withdraw from the Second Stipulation within the statutory periods provided for rehearing and appeal of the Commission's order by (1) giving notice of withdrawal to all other Parties and (2) timely filing for rehearing or appeal. If any Party timely seeks rehearing of or appeals the Commission's order, all Parties will continue to have the right to withdraw until the conclusion of all rehearings and appeals. Upon the latter of (1) the expiration of the statutory periods provided for rehearing and appeal of the Commission's order and (2) the conclusion of all rehearings and appeals, all

Parties that have not withdrawn will continue to be bound by the terms of the Second Stipulation as modified by the Commission's order.

3.7. If the Second Stipulation is voided or vacated for any reason after the Commission has approved the Second Stipulation, none of the Parties will be bound by the Second Stipulation.

3.8. The Second Stipulation shall in no way be deemed to divest the Commission of jurisdiction under Chapter 278 of the Kentucky Revised Statutes.

3.9. The Second Stipulation shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

3.10. The Second Stipulation, including its Exhibits, constitutes the complete agreement and understanding among the Parties, and any and all oral statements, representations or agreements made prior hereto or contained contemporaneously herewith shall be null and void and shall be deemed to have been merged into the Second Stipulation.

3.11. The Parties hereto agree that, for the purpose of the Second Stipulation only, the terms are based upon the independent analysis of the Parties to reflect a fair, just, and reasonable resolution of the issues herein and are the product of compromise and negotiation.

3.12. The Parties hereto agree that neither the Second Stipulation nor any of the terms shall be admissible in any court or commission except insofar as such court or commission is addressing litigation arising out of the implementation of the terms herein or the approval of this Second Stipulation. This Second Stipulation shall not have any precedential value in this or any other jurisdiction.

3.13. The signatories hereto warrant that they have appropriately informed, advised, and consulted their respective Parties in regard to the contents and significance of this Second

Stipulation and based upon the foregoing are authorized to execute this Second Stipulation on behalf of their respective Parties.

3.14. The Parties hereto agree that this Second Stipulation is a product of negotiation among all Parties hereto, and no provision of this Second Stipulation shall be strictly construed in favor of or against any party.

3.15. The Parties hereto agree that this Second Stipulation may be executed in multiple counterparts.

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APPENDIX A: LIST OF SECOND STIPULATION EXHIBITS

Second Stipulation Exhibit 1: KU PSA Rate Schedule Tariff Sheets (Redlined Version)

Second Stipulation Exhibit 2: LG&E PSA Rate Schedule Tariff Sheets (Redlined Version)

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures.

Kentucky Utilities Company and
Louisville Gas and Electric Company

HAVE SEEN AND AGREED:


By: Kendrick R. Riggs
Kendrick R. Riggs

-and-

By: Allyson K. Sturgeon (with permission
Allyson K. Sturgeon (RR))

BellSouth Telecommunications, LLC d/b/a AT&T
Kentucky

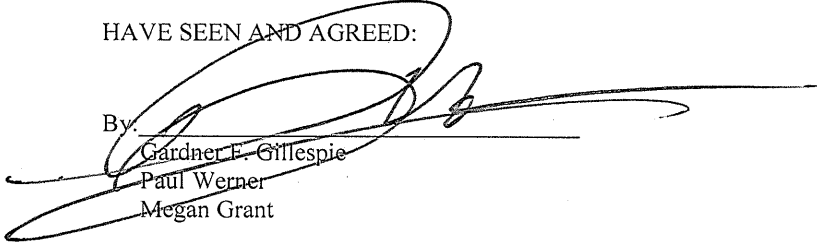
HAVE SEEN AND AGREED:

By: 
Cheryl R. Winn

Kentucky Cable Telecommunications Association

HAVE SEEN AND AGREED:

By:


Gardner E. Gillespie

Paul Werner

Megan Grant

Kentucky Utilities Company

P.S.C. No. 11, Original Sheet No. 40

Standard Rate **PSA**
Pole and Structure Attachment Charges

APPLICABLE

In all territory served.

AVAILABILITY

Available to the facilities of cable television system operators and telecommunications carriers as provided below except: (1) facilities of incumbent local exchange carriers ("**ILECs**") with joint use agreements with the Company; (2) facilities subject to a fiber exchange agreement; and (3) Macro Cell Facilities. Nothing in this tariff expands the right to attach to the Company's structures beyond the rights otherwise conveyed by law.

APPLICABILITY OF SCHEDULE TO CURRENT LICENSE AGREEMENTS

Any telecommunication carrier that executed a license agreement permitting attachments to the Company's structures prior to the effective date of this Schedule shall be subject to the rates, terms, and conditions of this Schedule upon expiration or termination of its license agreement.

DEFINITIONS

"Affiliate" means, with respect to an entity, any entity controlling, controlled by, or under common control with such entity.

"Approved Contractor" means a contractor approved by Company for a particular purpose.

"Attachment" means the Cable or Wireless Facilities and all associated appliances including without limitation any overlashed cable, guying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or otherwise conflicts with Company's electric design and construction standards.

"Attachment Customer" means a customer that attaches its facilities to one or more of the Company's Structures and has executed an Attachment Customer Agreement with the Company.

"Attachment Customer Agreement" means the written agreement provided by the Company and executed between Attachment Customer and Company incorporating the terms and conditions of this Schedule.

"Business Day" means a calendar day unless it is a Saturday, a Sunday or a legal holiday.

"Cable" means the fiber optic or coaxial cable, or any other type of cable, as well as any messenger wire or support strand.

"Cable television system operator" means a Person who operates a system that transmits television signals, for distribution to subscribers of its services for a fee, by means of wires or cables connecting its distribution facilities with its subscriber's television receiver or other

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DATE EFFECTIVE: ~~January~~July 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President
State Regulation and Rates
Louisville, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2016-00370 dated xxxx**

Kentucky Utilities Company

P.S.C. No. 11, Original Sheet No. 40.1

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equipment connecting to the subscriber's television receiver, and not by transmission of television signals through the air, and subscription to the system's service is available to the public.

"Communication Space" means the area below the Communication Worker Safety Zone to the limit of allowable NESC clearance, department of transportation or other governmental requirements, and Company's internal construction standards on poles.

"Communication Worker Safety Zone" means the space between the facilities located in the Supply Space and facilities located in the Communications Space on poles.

"Contractor" means any Person employed or engaged by Attachment Customer to perform work or render services upon or in the immediate vicinity of Company's Structures or associated facilities other than Attachment Customer and Attachment Customer's employees.

"Distribution Pole" means a utility pole supporting electric supply facilities, all of which operate at less than 69 kV, but does not include a non-wood street light pole or a wood street light pole that is not located in a public right-of-way.

"Duct" means a pipe, tube, conduit, manhole, or other structure made for supporting and protecting electric and/or communications wires or cables and in which wires, cables and conduits may be placed for support or protection but excluding (1) any pipe now or previously used for the transmission or distribution of natural gas, (2) any duct system supporting electric supply lines operated at 69kV or greater, and (3) any vault.

"High Volume Application" means an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes submitted to Company within a 30-day period.

"Macro Cell Facility" means a wireless communications system site that is typically high-power and high-site, and capable of covering a large physical area, as distinguished from a distributed antenna system (DAS), small cell, or WiFi attachment, by way of example. Macro Cell Facilities are typically, but not exclusively, co-located on Transmission Poles and communications monopoles and towers.

"Make Ready Survey" means a survey, in the form prescribed by the Company from time to time, prepared by the Company or an Approved Contractor describing in reasonable detail the make-ready engineering requirements, and such other information as the Company may require, for the installation of an Attachment or group of Attachments on a Structure or group of Structures.

"NEC" means the National Electrical Code.

"NESC" means the National Electrical Safety Code.

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P.S.C. No. 11, Original Sheet No. 40.2

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"Person" is defined by KRS 278.010(2).

"Service Drop" means a Cable, attached to a pole with a J-hook or other similar hardware that connects the trunk line to an ~~Attachment Customer's~~ end user's premises.

"Structure" means any Company pole, conduit, duct, or other facility normally used by the Company to support or protect its electric conductors but shall not include (1) any Transmission Pole other than Transmission Poles to which the Company has attached its own electric supply lines operated at less than 69kV; (2) any street light pole that is not a wood pole located in a public right-of-way; or (3) any pole that the Company has leased to a third party.

"Supply Space" means the space above the Communications Worker Safety Zone used for the installation of electric supply lines.

"Telecommunications carrier" means a Person who operates a system that (1) transmits by wire or wireless means, between or among points specified by the user, information of the user's choosing without change in the form or content of the information as sent or received, and (2) provides such transmission services for a fee directly to or for the public, or to such classes of users as to be effectively available directly to or for the public, and includes, but is not limited to, internet service providers, voice over internet protocol service providers, cellular and mobile phone service providers or resellers of such services.

"Transmission Pole" means any utility pole or tower supporting electric supply facilities designed to operate at 69 kV or greater.

"Wireless Facility" means, without limitation, antennas, risers, transmitters, receivers, and all other associated equipment used in connection with Attachment Customer's provision of wireless communications services and the transmission and reception of radiofrequency signals, but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or that conflicts with the Company's electric design and construction standards.

ATTACHMENT CHARGES

\$ 7.25 per year for each wireline pole attachment.

\$ 0.81 per year for each linear foot of duct.

\$ ~~84.00~~36.25 per year for each Wireless Facility located on the top of a Company pole.

The attachment charge for any other Wireless Facility shall be agreed upon by Attachment Customer and the Company and set forth in a special contract to be filed with the Commission.

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BILLING

All attachment charges for use of Structures will be billed semi-annually based upon the type and number of Attachment Customer's Attachments reflected in Company's records on December 1 and June 1. A bill issued under this Schedule shall be due upon its issuance. Any bill not paid in full within 60 days of its issuance shall be assessed a late payment fee of 3

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P.S.C. No. 11, Original Sheet No. 40.3

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percent on the bill's current charges. If ~~the~~ Attachment Customer fails to pay all charges and fees billed within six months of the bill's issuance, the Company may remove any or all of Attachment Customer's Attachments. In lieu of or in addition to removal of Attachments, the Company may exercise any other remedies available under law to address Attachment Customer's failure to make timely payment of any charges assessed under this Schedule.

TERM OF SERVICE

An executed Attachment Customer Agreement shall be for a term of 10 years and shall thereafter automatically renew for successive one year periods unless Company or Attachment Customer provides the other with written notice of termination at least 60 days prior to the renewal date.

TERMS AND CONDITIONS OF ATTACHMENT

Attachments to Company's Structures that do not interfere with the Company's electric service requirements and the Attachments of existing customers and joint users shall be permitted in accordance with the terms and conditions of this Schedule. The Terms and Conditions set forth in Section 5 of this Tariff shall also be applicable to the extent they are not in conflict with or inconsistent with this Schedule's provisions.

1. ATTACHMENT CUSTOMER AGREEMENT

No Attachments shall be made to Company's Structures until Attachment Customer has executed an Attachment Customer Agreement. The Attachment Customer Agreement shall incorporate the terms and conditions set forth in this Schedule.

2. NO PROPERTY RIGHTS

No use, however extended, of Company Structures shall create or vest in ~~the~~ Attachment Customer any right, title or interest in the Structures. Attachment Customer Agreement confers only a non-exclusive right to affix and install Attachments to and on Company's Structures. The Company is not required to maintain any Structure for a period longer than demanded by its electric service requirements.

3. USE OF COMPANY'S FACILITIES BY OTHERS

Nothing in this Schedule shall affect the rights or privileges previously conferred by the Company to others. The rights granted under this Schedule and the Attachment Customer Agreement shall at all times be subject to such previously conferred privileges and shall not affect the rights or privileges that may be conferred by the Company in the future to others.

4. TRANSFER OF RIGHTS

Except as provided in this Schedule, Attachment Customer's rights under the Attachment Customer Agreement are non-delegable, non-transferable and non-assignable. Any delegation, transfer or assignment of any interest created by the Attachment Customer Agreement or this Schedule without Company's prior written consent is voidable at the Company's option. Company shall not withhold its consent to Attachment Customer's delegation, transfer or assignment of rights under Attachment Customer Agreement upon

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notice of the delegation, transfer or assignment and adequate evidence is provided of Transferee's compliance with Term 23 (Insurance) and Term 24 (Performance Assurance).

Attachment Customer shall not permit a third party to overlash or utilize any Attachment without Company's prior written consent. Company may condition its consent upon such third party's compliance with all provisions of the Attachment Customer Agreement, this Schedule, and such other terms as Company may reasonably require.

5. COMPANY'S ABANDONMENT OF STRUCTURE

The Company shall provide an Attachment Customer with a minimum of 180 days' notice before abandoning a Structure to which ~~the~~ Attachment Customer has made an Attachment unless state or local law, easement provisions, or contractual obligations to a third party requires the Structure to be abandoned in a shorter period, in which case the Company shall provide as much notice as is reasonably practicable.

6. FRANCHISES AND EASEMENTS

Attachment Customer shall secure at its own expense any right-of-way, easement, license, franchise or permit from any Person that may be required for the construction or maintenance of Attachments by or for ~~the~~ Attachment Customer. If requested by Company, Attachment Customer shall submit to Company satisfactory evidence of such right-of-way, easement, license, franchise or permit. Company's approval of Attachments shall not constitute any representation or warranty regarding Attachment Customer's right to occupy or use any public or private right-of-way.

Upon an Attachment Customer's written request, the Company may provide to ~~the~~ Attachment Customer such non-private information as the Company may have regarding the name of the record landowners from which the Company obtained easements for Structures. Such information is provided without representation or warranty as to its accuracy or completeness. The Company has no obligation to correct or supplement any information so provided. If the Company provides assistance to ~~the~~ Attachment Customer in obtaining easements or other property rights, ~~the~~ Attachment Customer shall reimburse the Company's cost of providing such assistance within 30 days of its receipt of an invoice from Company.

Attachment Customer shall indemnify and save harmless Company from all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Attachment Customer to secure any right of way, easement, license, franchise or permit.

7. ATTACHMENT APPLICATIONS AND PERMITS

- a. Unless waived by the Company, Attachment Customer shall make written application, in the form and manner prescribed by the Company for permission to install Attachments on or in any Structure. Each application shall include: (1) in the case of poles, the owner, number and location of all Structures for which license to attach is sought and the amount of space required thereon; (2) in the case of Ducts, the number

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of linear feet of Duct space and the specific location of each such Duct to be utilized, the amount of requested space, the nature of any changes or inner Duct or Ducts proposed to be installed and any other construction that might be required by the proposed Attachments; (3) the physical attributes of all proposed Attachments; (4) ~~a load bearing study for each Attachment, unless the Company finds such study is not necessary;~~ (5) the proposed start date for installation of the Attachments; (6) any issues then known to Attachment Customer regarding space, engineering, access or other matters that might require resolution before installation of Attachments; and (7) proposed make ready drawings. Company may request additional information be included with the application at its reasonable discretion. ~~Attachment Customer shall clearly distinguish in its application between Distribution Poles and Transmission Poles for which Attachments are proposed. Any Approved Contractor gathering information for an application to use Ducts must be accompanied by a Company-designated inspector. The Company shall schedule Approved Contractor inspections of Ducts within 15 days of its receipt of a request for such inspection. Company may perform a pole loading study or request Attachment Customer to submit such study based upon a visual inspection or other information held by Company. If Company conducts a visual inspection of the pole to ascertain the need for a pole loading analysis, Company may assess the cost of such inspection to the Attachment Customer. If Company determines a pole loading study is required, no application shall be considered filed until submission of such study. Attachment Customer may perform the pole loading study or request Company to perform the study with cost to be borne by Attachment Customer. Nothing contained herein shall preclude Attachment Customer from submitting a pole loading study with its application without Company performing a visual inspection or otherwise requesting such study to expedite Company's review.~~

- b. Attachment Customer shall be responsible for all costs associated with the application, a Make Ready Survey, engineering analysis, and the Company's review of the application. Attachment Customer shall reimburse Company upon presentation of an invoice for such costs. ~~If the Attachment Customer does not request Attachments to a Transmission Pole or Duct, Company shall complete a Make Ready Survey within 60 days of its receipt of Attachment Customer's completed application. If Attachment Customer's application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for performance.~~
- c. Upon completion of the Make Ready Survey, the Company shall notify Attachment Customer in writing whether its application for use of Company's Structures has been granted, of any necessary changes to the proposed construction drawings, and the conditions, if any, imposed on the installation or use of Attachments. The Company reserves the right to deny access to any Structure based upon lack of capacity, safety, reliability, or engineering standards ~~or other good reason~~. The Company may deny access to Transmission Poles in its discretion for any reason; provided that such denials shall be determined in a non-discriminatory manner. Transmission Poles that

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Standard Rate**PSA
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do not support electric supply lines operated at less than 69kV are not available for Attachments under this Schedule.

- d. Within 15 days of notifying Attachment Customer of the approval of its application, Company shall provide Attachment Customer a written statement of the costs of any necessary Company make-ready work, including but not limited to rearrangement of electric supply facilities and pole change out. Attachment Customer shall indicate its approval of this statement by submitting payment of the statement amount within 15 days of receipt. If facilities of a third party are required to be rearranged or transferred, Attachment Customer shall coordinate with the third party for such rearrangement or transfer and shall pay the costs related thereto. If Attachment Customer's application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for preparation of a written statement of the costs of any necessary Company make-ready work.
- e. If an existing Structure is replaced or a new Structure is erected solely to provide adequate capacity for Attachment Customer's proposed Attachments, Attachment Customer shall pay a sum equal to the actual material and labor cost of the new Structure, as well as any replaced appurtenances, plus the cost of removal of the existing Structure minus its salvage value, within 30 days of receipt of an invoice. The new Structure shall be Company's property regardless of any Attachment Customer payments toward its cost. Attachment Customer shall acquire no right, title or interest in or to such Structure.
- f. If Company is unable to perform the Make Ready Survey and engineering analysis within the time period established under Section 7b, it shall advise ~~the~~ Attachment Customer and promptly meet with ~~the~~ Attachment Customer to develop a mutually agreeable plan of performance.
- g. If Company fails to perform the make-ready work within 60 days of receipt of Attachment Customer's payment of the make-ready costs, Attachment Customer may perform such work at its expense using an Approved Contractor, except that Attachment Customer may not perform such work with respect to Transmission Poles or Ducts. Company shall refund any unexpended make-ready fees within 30 days of notice that Attachment Customer has performed the work. Attachment Customer shall notify Company upon completion of such make-ready work and Company may inspect such work prior to the construction of Attachments. Attachment Customer shall bear the cost of such Company inspection.
- h. If Attachment Customer submits to Company within a 30-day period an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes, such application or applications shall be considered a High Volume Application. The provisions set forth in Sections 7b through 7g that relate to time period and cost-reimbursement of the Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of

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make-ready work, shall not apply to High Volume Applications. The Company and Attachment Customer submitting a High Volume Application shall develop a mutually agreeable plan of performance and cost reimbursement for Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of make ready work, shall set this plan to writing and shall file it with the Commission as a special contract.

~~i. A Service Drop may be affixed and installed on a Distribution Pole without making written application if (1) it is affixed within six (6) inches of Attachment Customer's existing Attachment, (2) it conforms to all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to construction and installation of Attachments, and (3) written notice of each such Service Drop is provided to Company in the month following the month of its installation. A Service Drop shall be counted as an Attachment for purposes of billing and permitting if it (1) is attached to a pole without an existing Attachment, (2) extends more than one span along the trunk line (in which case each individual pole to which such Service Drop is attached shall be treated as the site of an individual Attachment), or (3) is not affixed to a pole within six (6) inches of Attachment Customer's existing Attachment.~~

i. No written application to the Company to affix and attach a service drop to the Company's poles is required but Attachment Customer shall provide notice to the Company of such attachment within 60 days of attachment. This notice shall include the attachment location address (or a description of the location if the address is not available), the date of the attachment, the pole number of the pole to which the service drop is affixed or attached, and a statement as to whether the attachment constitutes a new attachment to the Company's pole. All pole contacts by Attachment Customer that are contained within one foot of usable space of Company's pole shall be considered as a single wireline attachment. All pole contacts by Attachment Customer that are contained within one foot of space on a Company drop or lift pole shall also be considered as a separate single wireline attachment. All pole contacts (attachment of horizontal wires or strands) not contained within one foot of usable space on a Company pole shall be considered as a separate attachment. The provisions of this Pole Structure Attachment Schedule shall not apply to an ILEC service drop if the ILEC has a joint use agreement with the Company and the service drop is located in the area covered by the joint use agreement.

8. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

- a. Attachment Customer shall not construct or install any Attachments until Company has approved in writing the design, construction, and installation practices for Attachment Customer's Attachments.
- b. All Attachments shall be constructed and installed in a manner reasonably satisfactory to Company and so as not to interfere with the Company's present or future use of its Structures. Attachments in Ducts shall not include any splice enclosures or excess

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cable. Attachment Customer shall maintain, operate and construct all Attachments in such manner as to ensure Company's full and free access to all Company facilities. All Attachments shall conform to Company's electric design and construction standards and applicable requirements of the NESC, NEC, and all other applicable codes and laws. In the event of a conflict, the more stringent standard shall apply.

- c. Attachment Customer shall identify each of its Attachments with a tag, approved in advance by Company, that includes Attachment Customer's name, 24-hour contact telephone number, and such other information as Company may require. Attachment Customer shall tag ~~new Attachments-an Attachment~~ at the time of construction. Any ~~Attachments~~~~untagged Attachment~~ existing as of the date of execution of Attachment Customer Agreement ~~or the effective date of this Schedule, whichever is earlier~~, shall be tagged ~~within 180 days of the date of when Attachment Customer or its agents perform work on the Agreement~~~~Attachment~~. All Cable placed by Attachment Customer within a Company-owned or controlled Duct shall be enclosed within Attachment Customer furnished inner-duct and shall be clearly marked and identified as belonging to Attachment Customer at all access points. ~~Service drops do not need to be tagged.~~
- d. In the design, installation and maintenance of its Attachments, Attachment Customer shall comply with all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to the work of constructing and installing the Attachments. All work shall be performed in accordance with the applicable standards of the NESC and the NEC, including amendments thereto adopted. Attachment Customer shall take all necessary precautions, by the installation of protective equipment or other means, to protect all Persons and property of all kinds against injury or damage caused by or occurring by reason of the construction, installation or existence of Attachments.
- e. Attachment Customer shall immediately report to Company (1) any damage caused to property of Company or others when installing or maintaining Attachments, (2) any Attachment Customer's failure to meet the requirements set forth in this Schedule for assuring the safety of Persons and property and compliance with laws and regulations of public authorities and standard-setting bodies, and (3) any unsafe condition relating to Company's Structures identified by Attachment Customer.
- f. Attachment Customer shall complete installation of its Attachments within 60 days of the later of approval of the application for such Attachments or, if make-ready work is required under such approval, completion of make-ready work, and shall notify Company in writing upon its completion. If Attachment Customer fails to complete the installation within this time period, the Company may revoke its permit for the Attachment. Prior to revoking the permit for the Attachment, Company shall provide written notice of the revocation to ~~the~~ Attachment Customer. Company may conduct an inspection of such Attachments. Attachment Customer shall reimburse Company within 30 days of presentation of an invoice for such inspections.

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- g. Company may monitor Attachment Customer's construction and installation of Attachments. If the need for a monitor is caused by Attachment Customer's failure to comply with the terms of this Schedule, the Attachment Customer Agreement, or any applicable law or regulation, Attachment Customer shall reimburse Company for the actual cost of any such monitoring within 30 days of receipt of an invoice for such cost. For locations where Attachment Customer's construction and installation are within Company underground facilities, Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within 30 days of receipt of an invoice.
- h. Attachment Customer may use qualified contractors of its own choice to perform work below the Communication Worker Safety Zone. For any work in or above the Communication Worker Safety Zone that Company allows Attachment Customer to perform, Attachment Customer shall use an Approved Contractor who may, at Company's discretion, be required to be accompanied by a Company-designated inspector. For any work in Company's Ducts, Attachment Customer shall use an Approved Contractor, who must be accompanied by a Company-designated inspector. The Company shall schedule a Company-designated inspector to accompany an Approved Contractor within 15 days of its receipt of such request for such inspector. The costs of such inspection shall be reimbursed to the Company in the same manner described in Section 8g above.
- i. Attachment Customer shall comply with all applicable Federal, State, and local laws, rules and regulations with respect to environmental practices undertaken pursuant to the construction, installation, operation and maintenance of its Attachments. Attachment Customer shall not bring, store or utilize any hazardous materials on any Company site without the Company's prior express written consent. To the extent reasonably practicable, Attachment Customer shall restore any property altered pursuant to its performance under the Attachment Customer Agreement to its condition existing immediately prior to the alteration. Company has no obligation to correct or restore any property altered by Attachment Customer and bears no responsibility for Attachment Customer's compliance with applicable environmental regulations.
- j. If Attachment Customer fails to install any Attachment in accordance with the standards and terms set forth in this Schedule and Company provides written notice to Attachment Customer of such failure, Attachment Customer, at its own expense, shall make necessary adjustments within 30 days of receipt of such notice. Subject to Section 15 of this Schedule, if Attachment Customer fails to make such adjustments within such time period, Company may make the repairs or adjustments, and Attachment Customer shall pay Company for the actual cost thereof, ~~plus 50 percent~~, within 30 days of receipt of an invoice.
- k. Attachment Customer is responsible for any damage, fines or penalties resulting from any noncompliance with the construction and maintenance requirements and specifications set forth in this Section 8-, ~~except when Attachment Customer~~

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demonstrates that noncompliance is due to the actions of the Company or another Attachment Customer. Company undertakes no duty to require any specific action by Attachment Customer and assumes no responsibility by requiring such compliance or by requiring Attachment Customer to meet any specifications or to make any corrections, modifications, additions or deletions to any work or planned work by Attachment Customer.

- I. Within 15 days of completion of the installation of the Attachment, Attachment Customer shall furnish Company with complete "as-built" drawings in a computer generated electronic format (or such other format as is agreeable to Company). Hand drawings shall not be submitted.

9. ADDITIONAL REQUIREMENTS FOR WIRELESS FACILITIES

- a. Wireless Facilities Attachments may be attached to Distribution Poles only.
- b. Company may require Attachment Customer to furnish with any written application for permission to install a Wireless Facilities Attachment a mock-up of the proposed Attachment.
- c. Attachment Customer is solely responsible for ensuring that the radiofrequency ("RF") radiation emitted by its Wireless Facilities, alone and/or in combination with any and all sources of RF radiation in the vicinity, is within the limits permitted under all applicable governmental and industry standard safety codes for general population/uncontrolled exposure. Attachment Customer shall install appropriate signage on the poles to which Wireless Facilities have been attached, to warn line workers or the general public of the presence of RF radiation and the need for precautionary measures. Attachment Customer shall periodically inspect the signage and replace the signage if necessary to ensure that the signage, including text and warning symbols, remains clearly visible.
- d. Each Wireless Facility installation shall include a switch that operates to disconnect and de-energize the antenna. In non-emergency circumstances, Company employees or contractors will make reasonable efforts to contact Attachment Customer at a telephone number that Attachment Customer has marked on the Wireless Facility installation to request a temporary power shut-down. Company personnel or those of other attaching entities will operate the power disconnect switch to ensure that the antenna is not energized while work on the pole is in progress. In emergency circumstances, Company personnel and those of other entities attached to Company poles may accomplish the power-down by operation of the power disconnect switch without advance notice to Attachment Customer.
- e. Attachment Customer is solely responsible for ensuring compliance with all Federal Communication Commission antenna registration requirements, Federal Aviation Administration air hazard requirements, or similar requirements with respect to the location of Attachment Customer's Wireless Facilities on Company's poles.

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- f. All power supplies, equipment cabinets, meter bases and other equipment associated with the Wireless Facilities that are large enough to impede accessibility shall be installed off-pole, consistent with the applicable standards of the NESC, Company standards, and all applicable laws, rules, regulations, ordinances, and other applicable governmental directives.

10. OVERLASHING OF CABLE

~~An Attachment Customer may make an initial overlash Cable to its of an existing Attachments attachment if the overlash is not greater than one-half inch in diameter without such overlash being considered a separate Attachment subject to an Attachment Charge and without making written any advance notice or application provided: (1) a pole load analysis was performed to the Company. No application or advance notice is required for such overlashing; (2) such overlashing is completed within 120 days of the Attachment over which the overlashing occurs; (3) no make-ready work the replacement of any kind an existing cable with a cable that is necessary to accommodate theno greater than one-half inch in diameter. With all other overlashing; (4), Attachment Customer obtained a permit from shall provide the Company with advance notice to permit the Company to visually inspect its Structures to determine the need for such overlashing; and (5) a pole loading analysis. For projects involving more than 10 spans, the Attachment Customer provides Company with written notice of such overlashing within 30 days of completion. Any overlashing that fails to meet these conditions shall be deemed a new Attachment for all purposes except the assessment of Attachment Charges. must provide at least 15 business days' advance notice. For projects involving 10 spans or less, Attachment Customer shall provide at least 7 business days' advance notice.~~ Notwithstanding the foregoing, no bundle of Attachment Customer's Cable shall exceed two inches in diameter without Company's express written approval.

11. STRAND-MOUNTED WIRELESS COMMUNICATION DEVICES

A strand-mounted wireless communication device shall be considered part of wireline attachment and not subject to permitting or an additional attachment charge if it is located within the one foot vertical space occupied by Attachment Customer's cable and meets all applicable loading, clearance, and RF emission requirements. Before deploying any strand-mounted wireless communications devices other than strand-mounted wi-fi access points, Attachment Customer shall at least 60 days prior to planned deployment notify the Company of the proposed deployment and provide sufficient information regarding the nature of device to permit the Company to assess the safety and loadbearing implications of the proposed deployment.

14.12. MAINTENANCE OF ATTACHMENTS AND STRUCTURES

Attachment Customer shall maintain Attachments in safe condition and in good repair, in a manner reasonably suitable to Company and so as not to conflict with any use of Company facilities (including Structures) by Company or any other Person using such facilities pursuant to any license or permit by Company. Attachment Customer shall not interfere with the working use of any other Person's property on or in such facilities or any such property, which may be placed on or near the Structures and other facilities.

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Company reserves to itself, its successors, Affiliates and assigns, the right to maintain Structures and other Company property and to operate its business and maintain its property in such a manner as will, in its own judgment, best enable it to fulfill its own service requirements. Company shall not be liable to Attachment Customer for any interference with the operation of Attachment Customer's facilities, or loss of business arising in any manner out of the use of Company's Structures or other property.

~~12-13.~~ NATIONAL JOINT UTILITIES NOTIFICATION SYSTEM

Within 30 days of executing Attachment Customer Agreement, and prior to making application for any Attachment, Attachment Customer will join National Joint Utilities Notification System ("NJUNS"), a web-based system developed to improve joint use communication, and will actively participate during the Term of Service, by entering field information into the NJUNS system within the times required by the system. Should Attachment Customer fail to actively participate in NJUNS and should such failure cause the Company to incur expense or liability to others, Attachment Customer shall reimburse the Company its expense and indemnify and hold the Company harmless from any damages or liability arising out of such failure. If Company at a later date elects to use a different web-based system for the joint use communication, it shall notify Attachment Customer at least sixty (60) days in advance of such change and Attachment Customer shall join that system.

~~13-14.~~

INSPECTIONS/AUDITS

Company may make periodic inspections for the purpose of determining compliance with this Schedule and with the Attachment Customer Agreement. Neither the Company's right to make inspections nor any inspection made by Company shall relieve an Attachment Customer of any responsibility, obligation or liability assumed under this Schedule.

Upon thirty (30) days' prior notice to Attachment Customer, Company may conduct a ~~field inspection~~ ~~an audit~~ of its Structures to verify the number, location and type of Attachment Customer's Attachments. ~~Company shall make available to Attachment Customer the field inspection reveals more report of such audit. Such report shall indicate the location and pole number of all attachments of the Attachment Customer. If the audit reveals that the number of Attachments than exceeds the number of attachments shown in Company's existing records, the additional excess number of Attachments shall be treated as presumed to be Unauthorized Attachments. Attachment Customer shall have the right to rebut this presumption and demonstrate that the attachments at issue were authorized.~~

~~14-15.~~

INTERFERENCE OR HAZARD

If Company notifies Attachment Customer in writing or orally with written confirmation that the Attachment Customer's Attachments or the condition of Attachment Customer's Attachments on or in any Structure (i) interfere with the use of such Structure or the operation of Company facilities or equipment, (ii) constitute a hazard to the service rendered by Company or any other Persons permitted by Company to use such Structures,

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(iii) cause a danger to employees of Company or other Persons, or (iv) fail to comply with the Company's standards and applicable requirements of the NESC, NEC, and all other applicable codes, laws and regulations, ~~the~~ Attachment Customer shall, within a reasonable period, remove, rearrange, repair or change its Attachments as needed or as directed by Company. In the case of any immediate hazard or danger, such period shall not exceed twenty-four (24) hours from Attachment Customer's receipt of such notice. In case of a hazardous condition or other emergency which requires the immediate remove or relocation of the Attachment Customer's Attachments, the Company may at Attachment Customer's expense, without prior notice and with no liability therefor, remove or relocate such Attachments; provided however, that Company shall notify Attachment Customer of such action as soon as reasonably possible by any appropriate means, including by telephone.

15-16.

R

EARRANGEMENT; RELOCATION OF STRUCTURES; NEW STRUCTURES

- a. If Attachment Customer's Attachments can be accommodated on or in existing Structures only by rearranging Company facilities, or if because of Attachment Customer's proposed Attachments, Company rearranges or transfers its facilities on or in any facility not owned by it, Attachment Customer shall reimburse Company for the actual expense incurred in making such rearrangement or transfer.
- b. Upon 45 days prior written notice delivered to Attachment Customer, Company may replace, relocate, or remove any Structure and cause the alteration, relocation or removal of any Attachment, consistent with normal operating, maintenance and development procedures and prudent utility practices. In cases of emergency or dangerous situations, Company shall give only as much prior notice as practical under the circumstances. Company shall bear all costs and expenses of any relocation of the Structures not attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall bear all costs and expenses of any relocation and removal of the Attachments and all costs and expenses attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall be solely responsible for any losses occasioned by the interruption of Attachment Customer's business or operations and shall indemnify and hold Company harmless in connection with same.
- c. ~~If Company determines that any~~ may reserve space ~~occupied by the Attachments is required on its poles in connection~~ accordance with the services that the Company provides, a bona fide development plan for electric service. Company may direct, by written notice to Attachment Customer, that ~~such Attachments~~ Attachment Customer's attachments in such reserve space may be removed from the Structures. ~~Company shall use reasonable efforts to make space available as close in proximity as possible to the former Structures.~~ or to offer Attachment Customer the option to perform make-ready work to create additional space on the Structure in question. Attachment Customer shall make such relocation within ~~forty-five (45)~~ sixty (60) days of the Company's request.

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- d. In the event a Person other than ~~the~~ Attachment Customer applies to make an Attachment to a Structure on which ~~the~~ Attachment Customer has placed an Attachment, and such application requires that Attachment Customer rearrange, transfer or relocate its Attachments, then Attachment Customer shall perform such rearrangement, transfer or relocation within 60 days of notice of such need to rearrange, transfer or relocate. Attachment Customer may condition its rearrangement, transfer or relocation upon reimbursement for the cost of such rearrangement, transfer or relocation. In the event Attachment Customer fails to perform such rearrangement, transfer or relocation within the time frame described above, the affected Attachments may be subject to rearrangement, transfer or relocation by the Person whose application necessitated the rearrangement, transfer or relocation to the extent permitted by law.

~~16-17.~~ ABANDONMENT OF ATTACHMENT

Attachment Customer may at any time voluntarily remove its Attachments from any Structure, but shall immediately give Company written notice of such removal on the Company-prescribed form. Attachment Customer shall bear all cost of removal and any costs that Company incurs as a result of such removal and shall pay such costs within 30 days of receipt of an invoice. No refund of any amount paid for use of such Structure will result from Attachment Customer's voluntary removal nor shall such voluntary removal affect any other obligation or liability of Attachment Customer under this Schedule or the Attachment Customer Agreement.

~~17-18.~~ INDEMNITIES

Attachment Customer shall protect, defend, indemnify and save harmless Company, its Affiliates, their officers, directors, employees and representatives from and against all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to costs and expenses of defending against the same, payment of any settlement or judgment therefor and reasonable attorney's fees that are incurred in such defense, by reason of any claims arising from Attachment Customer's activities under this Schedule, or from Attachment Customer's presence on the Company's premises, or from or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process of being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives, including but not limited to claims alleging (1) injuries or deaths to Persons; (2) damage to or destruction of property including loss of use thereof; (3) power or communications outage, interruption or degradation; (4) pollution, contamination of or other adverse effects on the environment; (5) violation of governmental laws, regulations or orders; or (6) rearrangement, transfer, or removal of any third party attachment on, from, or to any Company Structure. ~~The indemnity set forth in this section shall include indemnity for any claims arising out of the joint negligence of the Attachment Customer and Company, whether suffered directly by Company itself or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from Attachment Customer's activities under this Schedule, or from Attachment Customer's presence on the Company's premises, or from~~

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or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives. The indemnity set forth in this section shall include indemnity for any claims arising out of the joint negligence of Attachment Customer and Company; provided however, the indemnity set forth in this section, but not Attachment Customer's duty to defend, shall be reduced to the extent it is established by final adjudication or mutual agreement of Attachment Customer and Company that the liability to which such indemnity applies was caused by the negligence or willful misconduct of the Company. If Attachment Customer is required under this provision to indemnify Company, Attachment Customer shall have the right to select defense counsel and to direct the defense or settlement of any such claim or suit.

18-19. UNAUTHORIZED ATTACHMENTS

If Attachment Customer makes any Attachment that requires Company approval under this Schedule and Attachment Customer Agreement and has not obtained such approval, ~~the~~ Attachment Customer shall pay a penalty for the Unauthorized Attachment equal to double the current Attachment charge. Attachment Customer shall also submit to Company an application for approval of the Unauthorized Attachment within 30 days of the attachment's discovery. If ~~the~~ Attachment Customer fails to submit the required applications or fails to timely remit any necessary payments to Company in connection with the application process (including but not limited to any make-ready fees necessary to accommodate the Unauthorized Attachments), Company may remove any or all such Unauthorized Attachments at Attachment Customer's expense.

19-20. DEFAULT

If Attachment Customer fails to pay any undisputed fee required, perform any material obligations undertaken or satisfy any warranty or representation made under the Attachment Customer Agreement or with any of the provisions of this Schedule or default in any of its obligations under this Tariff and shall fail within 30 days after written notice from Company to correct such default or non-compliance, Company may, at its option, terminate the license covering the Structures to which such default or non-compliance is applicable; remove, relocate or rearrange at ~~the~~ Attachment Customer's expense the Attachments to which the default or non-compliance relates; or decline to permit additional Attachments until the failure or default is cured; by giving written notice to Attachment Customer of said termination. In the event of material or repeated default, Company may terminate the Attachment Customer Agreement and recover from ~~the~~ Attachment Customer all costs and expenses incurred as a result of reasonably related to the defaults. No refund of any attachment charge will be due on account of such termination.

20-21. TERMINATION

~~Either Company or~~ Attachment Customer may terminate an Attachment Customer Agreement by providing the other written notice of termination at least 60 days prior to the end of the term of service.

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Upon termination, Attachment Customer shall remove all Attachments from Structures and other Company property within 180 days. Attachment Customer shall bear all costs of such removal and shall exercise precautions to avoid damage to all Persons and to facilities of Company and other parties in so removing Attachments and assumes all responsibility for all damage it causes. If Attachment Customer's Attachments and other property are not removed within 180 days of termination of this Agreement, unless the time is extended by mutual agreement, Company may remove Attachment Customer's Attachments without liability and ~~the~~ Attachment Customer shall pay Company the cost of such removal within 30 days of receipt of an invoice.

Company may terminate an Attachment Customer Agreement without liability to Attachment Customer, upon giving 60 days advance written notice to ~~the~~ Attachment Customer that it has a reasonable belief that Company's performance under the Agreement would be illegal under applicable law or regulation or under any order or ruling issued by the PSC, or any other federal, state or local agency having regulatory jurisdiction over Company and same cannot be cured by Company without unreasonable expense or without materially and substantially altering the terms and conditions of the Attachment Customer Agreement; or that termination is required to preserve the Company's rights under any franchise, right-of-way, permit, easement or other similar right which is material and substantial to Company's business or operations. In the event of such termination, the Company and ~~the~~ Attachment Customer shall pay and perform obligations that have arisen prior to the effective date of termination, but shall not be obligated to pay and perform obligations, which arise after the effective date of termination.

~~24.22.~~ **WAIVER**

Failure by ~~the~~ Company to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

~~22.23.~~ **INSURANCE**

- a. Throughout the term of service and so long as Attachment Customer's Attachments are on or in Company Structures, Attachment Customer shall provide and maintain the following insurance:
- (1) Workers' Compensation and Employer's Liability Policy, which shall include: (a) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of Kentucky; (b) Employer's Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee; (c) 30 Day Cancellation Endorsement; and (d) Broad Form All States Endorsement.
 - (2) Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence; \$1,000,000 Products/Completed Operations Aggregate each occurrence; \$1,000,000 Personal and Advertising Injury each

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occurrence, in all cases subject to \$2,000,000 in the General Aggregate for all such claims, and including: (a) 30 Day Cancellation Endorsement; (b) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Company under the Attachment Customer Agreement; (c) Broad Form Property Damage; and (d) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).

- (3) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of \$1,000,000 each occurrence.
 - (4) Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 per occurrence; \$2,000,000 aggregate, to apply to employer's liability, commercial general liability, and automobile liability.
 - (5) To the extent applicable, if any fixed wing or rotor craft aircraft will be used by Attachment Customer in performing the work, Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of \$5,000,000 including passenger liability coverage.
 - (6) To the extent applicable, if engineering or other professional services will be separately provided by Attachment Customer as specified in the statements of work, then Professional Liability Insurance with limits of \$3,000,000 per occurrence and \$3,000,000 in the aggregate, which insurance shall be either on an occurrence basis or on a claims made basis (with a retroactive date satisfactory to Company).
- b. Attachment Customer shall require its Contractors and subcontractors to provide and maintain the same insurance coverage as required of Attachment Customer.
 - c. Except with regard to workers' compensation and professional liability, each policy required under this schedule shall name Company as an additional insured and shall waive rights of subrogation against Company and Company's insurance carrier(s).
 - d. All policies shall be written by insurance companies that are licensed to do business in Kentucky and that are either satisfactory to Company or have a Best Rating of not less than "A-". These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Attachment Customer and the insurance carrier.
 - e. Company may request a summary of coverage of any of required policies or endorsements; but is not obligated to review any of Attachment Customer's certificates of insurance, insurance policies, or endorsements, or to advise Attachment Customer of any deficiencies in such documents. Company's receipt or review of such documents

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shall not relieve Attachment Customer from or be deemed a waiver of Attachment Customer's obligations to maintain insurance as provided.

- f. Attachment Customer shall submit evidence of such coverage(s) to Company prior to the start of any work under the Attachment Customer Agreement and shall notify Company, prior to the commencement of any work pursuant to any statement of work and/or purchase order, of any threatened, pending and/or paid off claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of such coverage(s) inuring to the Company's benefit
- g. Attachment Customer shall provide notice of any accidents or claims involving Attachment Customer's Attachment or Attachment Customer's work under this Schedule and the Attachment Customer Agreement to the Company's designated representative.

h. Attachment Customer may elect not to comply with sections (a) through (f) of this Term 23 if:

(1) Attachment Customer has been in business at least one year and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (Standard & Poor's); or

(2) Attachment Customer has been in business at least one year, and provides its most recent audited financial statements to Company which demonstrates that Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (Standard and Poor's); or,

(3) Attachment Customer's parent company ("Guarantor") meets the criteria set out in (a) or (b) above, and Guarantor provides a written guarantee (in a form acceptable to Company, that the parent company will guarantee all financial obligations associated with Attachment Customer's use of Company's Structures.

23-24. PERFORMANCE ASSURANCE

a. Attachment Customer shall furnish a surety bond at the following times and in the following amounts and for the following purposes:

(a1) During the period of ~~the~~ Attachment Customer's initial installation of its wireline pole attachments and at the time of any expansion involving more than 75 poles, a bond in the amount of \$2,000 for each 100 poles (or fraction thereof) to which ~~the~~ Attachment Customer intends to make a wireline pole attachment;

(b2) Upon satisfactory completion of ~~the~~ Attachment Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);

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(e3) After Attachment Customer has been a customer of Company pursuant to the Attachment Agreement and is not in default under that agreement for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof)

(d4) If an Attachment Customer proposes to attach a Wireless Facility or Facilities to a Structure, Attachment Customer shall post a surety bond in the amount of \$1,500 for each pole to which a wireless attachment is attached. The amount of the bond shall not be reduced upon completion of installation or other event.

Each surety bond shall contain the provision that it shall not be terminated prior to six months after Company's receipt of written notice of the desire of the bonding or insurance company to terminate such bond. Company may waive this requirement if an acceptable replacement bond is received before the six months has ended. Upon receipt of such termination notice, Company shall request Attachment Customer to immediately remove its Cables, Wireless Facilities, Attachments and all other facilities from Company Structures. If Attachment Customer should fail to complete the removal of all of its facilities from Company's Structures within 30 days after receipt of such request, then Company may remove Attachment Customer's facilities at Attachment Customer's expense and without liability for any damage to Attachment Customer's facilities. Such bond shall guarantee the payment of any sums which may become due to attachment charges, inspections or work performed by Company under this Schedule or the Attachment Customer Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.

Each surety bond shall be issued by an entity having a minimum corporate debt rating of A- by Standard & Poor's Financial Services LLC at the time of issuance and at all times the relevant bond is outstanding.

b. Attachment Customer may elect not to provide a surety bond if:

(1) Attachment Customer has been in business at least one year and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (Standard & Poor's); or

(2) Attachment Customer has been in business at least one year, and provides its most recent audited financial statements to Company which demonstrates that Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (Standard and Poor's); or,

(3) Attachment Customer's parent company ("Guarantor") meets the criteria set out in (a) or (b) above, and Guarantor provides a written guarantee (in a form acceptable to Company, that the parent company will guarantee all financial obligations associated with Attachment Customer's use of Company's Structures.

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25. CERTIFICATION OF NOTICE REQUIREMENTS

Attachment Customer's highest ranking officer located in Kentucky shall certify under oath on or before January 31 of each year that the Attachment Customer has complied with all notification requirements of this Schedule.

24.26. NOTICES

Any notice, or request, required by this Schedule or the Attachment Customer Agreement shall be deemed properly given if sent overnight by nationally recognized overnight courier, sent by certified U.S. mail, return receipt requested, postage prepaid, or sent by telecopier with confirmed receipt, to Company's and Attachment Customer's designated representative. The designation of the representative to be notified, his address and/or telecopier number may be changed at any time by similar notice.

25.27. LIENS

To the extent permitted by law, in the event any construction lien or other encumbrance shall be placed on the Attachments as a result of the actions or omissions of Attachment Customer or its Contractor, Attachment Customer shall promptly, in accordance with applicable laws, discharge such lien or encumbrance without cost or expense to Company. Attachment Customer shall indemnify Company for any and all actual damages that may be suffered or incurred by Company in discharging or releasing said lien or encumbrance.

26.28. FORCE MAJEURE

In the event Attachment Customer or Company is delayed in or prevented from performing any of its respective obligations under an Attachment Customer Agreement or this Schedule due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of civil or military authority, government shutdown, fires, floods, earthquakes, fiber, cable or other material failures, shortages or unavailability, delay in delivery not resulting from its failure to timely place orders therefor, lack or delay in transportation, or due to any other causes beyond its reasonable control, then such delay or nonperformance shall be excused.

27.29. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE TO ATTACHMENT CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS SET FORTH IN THIS SECTION 27.29 SHALL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR

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WILLFUL MISCONDUCT OF COMPANY IN PERFORMING ITS OBLIGATIONS UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE.

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Louisville Gas and Electric Company

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Standard Rate**PSA
Pole and Structure Attachment Charges****APPLICABLE**

In all territory served.

AVAILABILITY

Available to the facilities of cable television system operators and telecommunications carriers as provided below except: (1) facilities of incumbent local exchange carriers ("**ILECs**") with joint use agreements with the Company; (2) facilities subject to a fiber exchange agreement; and (3) Macro Cell Facilities. Nothing in this tariff expands the right to attach to the Company's structures beyond the rights otherwise conveyed by law.

APPLICABILITY OF SCHEDULE TO CURRENT LICENSE AGREEMENTS

Any telecommunication carrier that executed a license agreement permitting attachments to the Company's structures prior to the effective date of this Schedule shall be subject to the rates, terms, and conditions of this Schedule upon expiration or termination of its license agreement.

DEFINITIONS

"Affiliate" means, with respect to an entity, any entity controlling, controlled by, or under common control with such entity.

"Approved Contractor" means a contractor approved by Company for a particular purpose.

"Attachment" means the Cable or Wireless Facilities and all associated appliances including without limitation any overlashed cable, guying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or otherwise conflicts with Company's electric design and construction standards.

"Attachment Customer" means a customer that attaches its facilities to one or more of the Company's Structures and has executed an Attachment Customer Agreement with the Company.

"Attachment Customer Agreement" means the written agreement provided by the Company and executed between Attachment Customer and Company incorporating the terms and conditions of this Schedule.

"Business Day" means a calendar day unless it is a Saturday, a Sunday or a legal holiday.

"Cable" means the fiber optic or coaxial cable, or any other type of cable, as well as any messenger wire or support strand.

"Cable television system operator" means a Person who operates a system that transmits television signals, for distribution to subscribers of its services for a fee, by means of wires or cables connecting its distribution facilities with its subscriber's television receiver or other

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equipment connecting to the subscriber's television receiver, and not by transmission of television signals through the air, and subscription to the system's service is available to the public.

"Communication Space" means the area below the Communication Worker Safety Zone to the limit of allowable NESC clearance, department of transportation or other governmental requirements, and Company's internal construction standards on poles.

"Communication Worker Safety Zone" means the space between the facilities located in the Supply Space and facilities located in the Communications Space on poles.

"Contractor" means any Person employed or engaged by Attachment Customer to perform work or render services upon or in the immediate vicinity of Company's Structures or associated facilities other than Attachment Customer and Attachment Customer's employees.

"Distribution Pole" means a utility pole supporting electric supply facilities, all of which operate at less than 69 kV, but does not include a non-wood street light pole or a wood street light pole that is not located in a public right-of-way.

"Duct" means a pipe, tube, conduit, manhole, or other structure made for supporting and protecting electric and/or communications wires or cables and in which wires, cables and conduits may be placed for support or protection but excluding (1) any pipe now or previously used for the transmission or distribution of natural gas, (2) any duct system supporting electric supply lines operated at 69kV or greater, and (3) any vault.

"High Volume Application" means an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes submitted to Company within a 30-day period.

"Macro Cell Facility" means a wireless communications system site that is typically high-power and high-site, and capable of covering a large physical area, as distinguished from a distributed antenna system (DAS), small cell, or WiFi attachment, by way of example. Macro Cell Facilities are typically, but not exclusively, co-located on Transmission Poles and communications monopoles and towers.

"Make Ready Survey" means a survey, in the form prescribed by the Company from time to time, prepared by the Company or an Approved Contractor describing in reasonable detail the make-ready engineering requirements, and such other information as the Company may require, for the installation of an Attachment or group of Attachments on a Structure or group of Structures.

"NEC" means the National Electrical Code.

"NESC" means the National Electrical Safety Code.

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Pole and Structure Attachment Charges

“Person” is defined by KRS 278.010(2).

“Service Drop” means a Cable, attached to a pole with a J-hook or other similar hardware that connects the trunk line to an Attachment Customer’s end user’s premises.

“Structure” means any Company pole, conduit, duct, or other facility normally used by the Company to support or protect its electric conductors but shall not include (1) any Transmission Pole other than Transmission Poles to which the Company has attached its own electric supply lines operated at less than 69kV; (2) any street light pole that is not a wood pole located in a public right-of-way; or (3) any pole that the Company has leased to a third party.

“Supply Space” means the space above the Communications Worker Safety Zone used for the installation of electric supply lines.

“Telecommunications carrier” means a Person who operates a system that (1) transmits by wire or wireless means, between or among points specified by the user, information of the user’s choosing without change in the form or content of the information as sent or received, and (2) provides such transmission services for a fee directly to or for the public, or to such classes of users as to be effectively available directly to or for the public, and includes, but is not limited to, internet service providers, voice over internet protocol service providers, cellular and mobile phone service providers or resellers of such services.

“Transmission Pole” means any utility pole or tower supporting electric supply facilities designed to operate at 69 kV or greater.

“Wireless Facility” means, without limitation, antennas, risers, transmitters, receivers, and all other associated equipment used in connection with Attachment Customer’s provision of wireless communications services and the transmission and reception of radiofrequency signals, but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or that conflicts with the Company’s electric design and construction standards.

ATTACHMENT CHARGES

\$ 7.25 per year for each wireline pole attachment.

\$ 0.81 per year for each linear foot of duct.

\$ ~~84.00~~36.25 per year for each Wireless Facility located on the top of a Company pole.

The attachment charge for any other Wireless Facility shall be agreed upon by Attachment Customer and the Company and set forth in a special contract to be filed with the Commission.

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BILLING

All attachment charges for use of Structures will be billed semi-annually based upon the type and number of Attachment Customer’s Attachments reflected in Company’s records on December 1 and June 1. A bill issued under this Schedule shall be due upon its issuance. Any bill not paid in full within 60 days of its issuance shall be assessed a late payment fee of 3

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percent on the bill's current charges. If ~~the~~ Attachment Customer fails to pay all charges and fees billed within six months of the bill's issuance, the Company may remove any or all of Attachment Customer's Attachments. In lieu of or in addition to removal of Attachments, the Company may exercise any other remedies available under law to address Attachment Customer's failure to make timely payment of any charges assessed under this Schedule.

TERM OF SERVICE

An executed Attachment Customer Agreement shall be for a term of 10 years and shall thereafter automatically renew for successive one year periods unless Company or Attachment Customer provides the other with written notice of termination at least 60 days prior to the renewal date.

TERMS AND CONDITIONS OF ATTACHMENT

Attachments to Company's Structures that do not interfere with the Company's electric service requirements and the Attachments of existing customers and joint users shall be permitted in accordance with the terms and conditions of this Schedule. The Terms and Conditions set forth in Section 5 of this Tariff shall also be applicable to the extent they are not in conflict with or inconsistent with this Schedule's provisions.

1. ATTACHMENT CUSTOMER AGREEMENT

No Attachments shall be made to Company's Structures until Attachment Customer has executed an Attachment Customer Agreement. The Attachment Customer Agreement shall incorporate the terms and conditions set forth in this Schedule.

2. NO PROPERTY RIGHTS

No use, however extended, of Company Structures shall create or vest in ~~the~~ Attachment Customer any right, title or interest in the Structures. Attachment Customer Agreement confers only a non-exclusive right to affix and install Attachments to and on Company's Structures. The Company is not required to maintain any Structure for a period longer than demanded by its electric service requirements.

3. USE OF COMPANY'S FACILITIES BY OTHERS

Nothing in this Schedule shall affect the rights or privileges previously conferred by the Company to others. The rights granted under this Schedule and the Attachment Customer Agreement shall at all times be subject to such previously conferred privileges and shall not affect the rights or privileges that may be conferred by the Company in the future to others.

4. TRANSFER OF RIGHTS

Except as provided in this Schedule, Attachment Customer's rights under the Attachment Customer Agreement are non-delegable, non-transferable and non-assignable. Any delegation, transfer or assignment of any interest created by the Attachment Customer Agreement or this Schedule without Company's prior written consent is voidable at the Company's option. Company shall not withhold its consent to Attachment Customer's delegation, transfer or assignment of rights under Attachment Customer Agreement upon

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Pole and Structure Attachment Charges

notice of the delegation, transfer or assignment and adequate evidence is provided of Transferee's compliance with Term 23 (Insurance) and Term 24 (Performance Assurance).

Attachment Customer shall not permit a third party to overlash or utilize any Attachment without Company's prior written consent. Company may condition its consent upon such third party's compliance with all provisions of the Attachment Customer Agreement, this Schedule, and such other terms as Company may reasonably require.

5. COMPANY'S ABANDONMENT OF STRUCTURE

The Company shall provide an Attachment Customer with a minimum of 180 days' notice before abandoning a Structure to which ~~the~~ Attachment Customer has made an Attachment unless state or local law, easement provisions, or contractual obligations to a third party requires the Structure to be abandoned in a shorter period, in which case the Company shall provide as much notice as is reasonably practicable.

6. FRANCHISES AND EASEMENTS

Attachment Customer shall secure at its own expense any right-of-way, easement, license, franchise or permit from any Person that may be required for the construction or maintenance of Attachments by or for ~~the~~ Attachment Customer. If requested by Company, Attachment Customer shall submit to Company satisfactory evidence of such right-of-way, easement, license, franchise or permit. Company's approval of Attachments shall not constitute any representation or warranty regarding Attachment Customer's right to occupy or use any public or private right-of-way.

Upon an Attachment Customer's written request, the Company may provide to ~~the~~ Attachment Customer such non-private information as the Company may have regarding the name of the record landowners from which the Company obtained easements for Structures. Such information is provided without representation or warranty as to its accuracy or completeness. The Company has no obligation to correct or supplement any information so provided. If the Company provides assistance to ~~the~~ Attachment Customer in obtaining easements or other property rights, ~~the~~ Attachment Customer shall reimburse the Company's cost of providing such assistance within 30 days of its receipt of an invoice from Company.

Attachment Customer shall indemnify and save harmless Company from all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Attachment Customer to secure any right of way, easement, license, franchise or permit.

7. ATTACHMENT APPLICATIONS AND PERMITS

- a. Unless waived by the Company, Attachment Customer shall make written application, in the form and manner prescribed by the Company for permission to install Attachments on or in any Structure. Each application shall include: (1) in the case of poles, the owner, number and location of all Structures for which license to attach is sought and the amount of space required thereon; (2) in the case of Ducts, the number

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of linear feet of Duct space and the specific location of each such Duct to be utilized, the amount of requested space, the nature of any changes or inner Duct or Ducts proposed to be installed and any other construction that might be required by the proposed Attachments; (3) the physical attributes of all proposed Attachments; (4) ~~a load bearing study for each Attachment, unless the Company finds such study is not necessary;~~ (5) the proposed start date for installation of the Attachments; (6) any issues then known to Attachment Customer regarding space, engineering, access or other matters that might require resolution before installation of Attachments; and (7) proposed make ready drawings. Company may request additional information be included with the application at its reasonable discretion. ~~Attachment Customer shall clearly distinguish in its application between Distribution Poles and Transmission Poles for which Attachments are proposed. Any Approved Contractor gathering information for an application to use Ducts must be accompanied by a Company-designated inspector. The Company shall schedule Approved Contractor inspections of Ducts within 15 days of its receipt of a request for such inspection. Company may perform a pole loading study or request Attachment Customer to submit such study based upon a visual inspection or other information held by Company. If Company conducts a visual inspection of the pole to ascertain the need for a pole loading analysis, Company may assess the cost of such inspection to the Attachment Customer. If Company determines a pole loading study is required, no application shall be considered filed until submission of such study. Attachment Customer may perform the pole loading study or request Company to perform the study with cost to be borne by Attachment Customer. Nothing contained herein shall preclude Attachment Customer from submitting a pole loading study with its application without Company performing a visual inspection or otherwise requesting such study to expedite Company's review.~~

- b. Attachment Customer shall be responsible for all costs associated with the application, a Make Ready Survey, engineering analysis, and the Company's review of the application. Attachment Customer shall reimburse Company upon presentation of an invoice for such costs. ~~If the~~ Attachment Customer does not request Attachments to a Transmission Pole or Duct, Company shall complete a Make Ready Survey within 60 days of its receipt of Attachment Customer's completed application. If Attachment Customer's application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for performance.
- c. Upon completion of the Make Ready Survey, the Company shall notify Attachment Customer in writing whether its application for use of Company's Structures has been granted, of any necessary changes to the proposed construction drawings, and the conditions, if any, imposed on the installation or use of Attachments. The Company reserves the right to deny access to any Structure based upon lack of capacity, safety, reliability, or engineering standards ~~or other good reason~~. The Company may deny access to Transmission Poles in its discretion for any reason; provided that such denials shall be determined in a non-discriminatory manner. Transmission Poles that

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do not support electric supply lines operated at less than 69kV are not available for Attachments under this Schedule.

- d. Within 15 days of notifying Attachment Customer of the approval of its application, Company shall provide Attachment Customer a written statement of the costs of any necessary Company make-ready work, including but not limited to rearrangement of electric supply facilities and pole change out. Attachment Customer shall indicate its approval of this statement by submitting payment of the statement amount within 15 days of receipt. If facilities of a third party are required to be rearranged or transferred, Attachment Customer shall coordinate with the third party for such rearrangement or transfer and shall pay the costs related thereto. If Attachment Customer's application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for preparation of a written statement of the costs of any necessary Company make-ready work.
- e. If an existing Structure is replaced or a new Structure is erected solely to provide adequate capacity for Attachment Customer's proposed Attachments, Attachment Customer shall pay a sum equal to the actual material and labor cost of the new Structure, as well as any replaced appurtenances, plus the cost of removal of the existing Structure minus its salvage value, within 30 days of receipt of an invoice. The new Structure shall be Company's property regardless of any Attachment Customer payments toward its cost. Attachment Customer shall acquire no right, title or interest in or to such Structure.
- f. If Company is unable to perform the Make Ready Survey and engineering analysis within the time period established under Section 7b, it shall advise ~~the~~ Attachment Customer and promptly meet with ~~the~~ Attachment Customer to develop a mutually agreeable plan of performance.
- g. If Company fails to perform the make-ready work within 60 days of receipt of Attachment Customer's payment of the make-ready costs, Attachment Customer may perform such work at its expense using an Approved Contractor, except that Attachment Customer may not perform such work with respect to Transmission Poles or Ducts. Company shall refund any unexpended make-ready fees within 30 days of notice that Attachment Customer has performed the work. Attachment Customer shall notify Company upon completion of such make-ready work and Company may inspect such work prior to the construction of Attachments. Attachment Customer shall bear the cost of such Company inspection.
- h. If Attachment Customer submits to Company within a 30-day period an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes, such application or applications shall be considered a High Volume Application. The provisions set forth in Sections 7b through 7g that relate to time period and cost-reimbursement of the Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of

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make-ready work, shall not apply to High Volume Applications. The Company and Attachment Customer submitting a High Volume Application shall develop a mutually agreeable plan of performance and cost reimbursement for Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of make ready work, shall set this plan to writing and shall file it with the Commission as a special contract.

~~i. A Service Drop may be affixed and installed on a Distribution Pole without making written application if (1) it is affixed within six (6) inches of Attachment Customer's existing Attachment, (2) it conforms to all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to construction and installation of Attachments, and (3) written notice of each such Service Drop is provided to Company in the month following the month of its installation. A Service Drop shall be counted as an Attachment for purposes of billing and permitting if it (1) is attached to a pole without an existing Attachment, (2) extends more than one span along the trunk line (in which case each individual pole to which such Service Drop is attached shall be treated as the site of an individual Attachment), or (3) is not affixed to a pole within six (6) inches of Attachment Customer's existing Attachment.~~

i. No written application to the Company to affix and attach a service drop to the Company's poles is required but Attachment Customer shall provide notice to the Company of such attachment within 60 days of attachment. This notice shall include the attachment location address (or a description of the location if the address is not available), the date of the attachment, the pole number of the pole to which the service drop is affixed or attached, and a statement as to whether the attachment constitutes a new attachment to the Company's pole. All pole contacts by Attachment Customer that are contained within one foot of usable space of Company's pole shall be considered as a single wireline attachment. All pole contacts by Attachment Customer that are contained within one foot of space on a Company drop or lift pole shall also be considered as a separate single wireline attachment. All pole contacts (attachment of horizontal wires or strands) not contained within one foot of usable space on a Company pole shall be considered as a separate attachment. The provisions of this Pole Structure Attachment Schedule shall not apply to an ILEC service drop if the ILEC has a joint use agreement with the Company and the service drop is located in the area covered by the joint use agreement.

8. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

- a. Attachment Customer shall not construct or install any Attachments until Company has approved in writing the design, construction, and installation practices for Attachment Customer's Attachments.
- b. All Attachments shall be constructed and installed in a manner reasonably satisfactory to Company and so as not to interfere with the Company's present or future use of its Structures. Attachments in Ducts shall not include any splice enclosures or excess

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cable. Attachment Customer shall maintain, operate and construct all Attachments in such manner as to ensure Company's full and free access to all Company facilities. All Attachments shall conform to Company's electric design and construction standards and applicable requirements of the NESC, NEC, and all other applicable codes and laws. In the event of a conflict, the more stringent standard shall apply.

- c. Attachment Customer shall identify each of its Attachments with a tag, approved in advance by Company, that includes Attachment Customer's name, 24-hour contact telephone number, and such other information as Company may require. Attachment Customer shall tag ~~new Attachments-an Attachment~~ at the time of construction. Any ~~Attachmentsuntagged Attachment~~ existing as of the date of execution of Attachment Customer Agreement ~~or the effective date of this Schedule, whichever is earlier~~, shall be tagged ~~within 180 days of the date of when Attachment Customer or its agents perform work on the AgreementAttachment~~. All Cable placed by Attachment Customer within a Company-owned or controlled Duct shall be enclosed within Attachment Customer furnished inner-duct and shall be clearly marked and identified as belonging to Attachment Customer at all access points. ~~Service drops do not need to be tagged.~~
- d. In the design, installation and maintenance of its Attachments, Attachment Customer shall comply with all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to the work of constructing and installing the Attachments. All work shall be performed in accordance with the applicable standards of the NESC and the NEC, including amendments thereto adopted. Attachment Customer shall take all necessary precautions, by the installation of protective equipment or other means, to protect all Persons and property of all kinds against injury or damage caused by or occurring by reason of the construction, installation or existence of Attachments.
- e. Attachment Customer shall immediately report to Company (1) any damage caused to property of Company or others when installing or maintaining Attachments, (2) any Attachment Customer's failure to meet the requirements set forth in this Schedule for assuring the safety of Persons and property and compliance with laws and regulations of public authorities and standard-setting bodies, and (3) any unsafe condition relating to Company's Structures identified by Attachment Customer.
- f. Attachment Customer shall complete installation of its Attachments within 60 days of the later of approval of the application for such Attachments or, if make-ready work is required under such approval, completion of make-ready work, and shall notify Company in writing upon its completion. If Attachment Customer fails to complete the installation within this time period, the Company may revoke its permit for the Attachment. Prior to revoking the permit for the Attachment, Company shall provide written notice of the revocation to ~~the~~ Attachment Customer. Company may conduct an inspection of such Attachments. Attachment Customer shall reimburse Company within 30 days of presentation of an invoice for such inspections.

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- g. Company may monitor Attachment Customer's construction and installation of Attachments. If the need for a monitor is caused by Attachment Customer's failure to comply with the terms of this Schedule, the Attachment Customer Agreement, or any applicable law or regulation, Attachment Customer shall reimburse Company for the actual cost of any such monitoring within 30 days of receipt of an invoice for such cost. For locations where Attachment Customer's construction and installation are within Company underground facilities, Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within 30 days of receipt of an invoice.
- h. Attachment Customer may use qualified contractors of its own choice to perform work below the Communication Worker Safety Zone. For any work in or above the Communication Worker Safety Zone that Company allows Attachment Customer to perform, Attachment Customer shall use an Approved Contractor who may, at Company's discretion, be required to be accompanied by a Company-designated inspector. For any work in Company's Ducts, Attachment Customer shall use an Approved Contractor, who must be accompanied by a Company-designated inspector. The Company shall schedule a Company-designated inspector to accompany an Approved Contractor within 15 days of its receipt of such request for such inspector. The costs of such inspection shall be reimbursed to the Company in the same manner described in Section 8g above.
- i. Attachment Customer shall comply with all applicable Federal, State, and local laws, rules and regulations with respect to environmental practices undertaken pursuant to the construction, installation, operation and maintenance of its Attachments. Attachment Customer shall not bring, store or utilize any hazardous materials on any Company site without the Company's prior express written consent. To the extent reasonably practicable, Attachment Customer shall restore any property altered pursuant to its performance under the Attachment Customer Agreement to its condition existing immediately prior to the alteration. Company has no obligation to correct or restore any property altered by Attachment Customer and bears no responsibility for Attachment Customer's compliance with applicable environmental regulations.
- j. If Attachment Customer fails to install any Attachment in accordance with the standards and terms set forth in this Schedule and Company provides written notice to Attachment Customer of such failure, Attachment Customer, at its own expense, shall make necessary adjustments within 30 days of receipt of such notice. Subject to Section 15 of this Schedule, if Attachment Customer fails to make such adjustments within such time period, Company may make the repairs or adjustments, and Attachment Customer shall pay Company for the actual cost thereof, ~~plus 50 percent~~, within 30 days of receipt of an invoice.
- k. Attachment Customer is responsible for any damage, fines or penalties resulting from any noncompliance with the construction and maintenance requirements and specifications set forth in this Section 8-, ~~except when Attachment Customer~~

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demonstrates that noncompliance is due to the actions of the Company or another Attachment Customer. Company undertakes no duty to require any specific action by Attachment Customer and assumes no responsibility by requiring such compliance or by requiring Attachment Customer to meet any specifications or to make any corrections, modifications, additions or deletions to any work or planned work by Attachment Customer.

- I. Within 15 days of completion of the installation of the Attachment, Attachment Customer shall furnish Company with complete "as-built" drawings in a computer generated electronic format (or such other format as is agreeable to Company). Hand drawings shall not be submitted.

9. ADDITIONAL REQUIREMENTS FOR WIRELESS FACILITIES

- a. Wireless Facilities Attachments may be attached to Distribution Poles only.
- b. Company may require Attachment Customer to furnish with any written application for permission to install a Wireless Facilities Attachment a mock-up of the proposed Attachment.
- c. Attachment Customer is solely responsible for ensuring that the radiofrequency ("RF") radiation emitted by its Wireless Facilities, alone and/or in combination with any and all sources of RF radiation in the vicinity, is within the limits permitted under all applicable governmental and industry standard safety codes for general population/uncontrolled exposure. Attachment Customer shall install appropriate signage on the poles to which Wireless Facilities have been attached, to warn line workers or the general public of the presence of RF radiation and the need for precautionary measures. Attachment Customer shall periodically inspect the signage and replace the signage if necessary to ensure that the signage, including text and warning symbols, remains clearly visible.
- d. Each Wireless Facility installation shall include a switch that operates to disconnect and de-energize the antenna. In non-emergency circumstances, Company employees or contractors will make reasonable efforts to contact Attachment Customer at a telephone number that Attachment Customer has marked on the Wireless Facility installation to request a temporary power shut-down. Company personnel or those of other attaching entities will operate the power disconnect switch to ensure that the antenna is not energized while work on the pole is in progress. In emergency circumstances, Company personnel and those of other entities attached to Company poles may accomplish the power-down by operation of the power disconnect switch without advance notice to Attachment Customer.
- e. Attachment Customer is solely responsible for ensuring compliance with all Federal Communication Commission antenna registration requirements, Federal Aviation Administration air hazard requirements, or similar requirements with respect to the location of Attachment Customer's Wireless Facilities on Company's poles.

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- f. All power supplies, equipment cabinets, meter bases and other equipment associated with the Wireless Facilities that are large enough to impede accessibility shall be installed off-pole, consistent with the applicable standards of the NESC, Company standards, and all applicable laws, rules, regulations, ordinances, and other applicable governmental directives.

10. OVERLASHING OF CABLE

An Attachment Customer may make an initial overlash Cable to its of an existing Attachments attachment if the overlash is not greater than one-half inch in diameter without such overlash being considered a separate Attachment subject to an Attachment Charge and without making written any advance notice or application provided: (1) a pole load analysis was performed to the Company. No application or advance notice is required for such overlash; (2) such overlash is completed within 120 days of the Attachment over which the overlash occurs; (3) no make-ready work the replacement of any kind an existing cable with a cable that is necessary to accommodate theno greater than one-half inch in diameter. With all other overlash; (4), Attachment Customer obtained a permit from shall provide the Company with advance notice to permit the Company to visually inspect its Structures to determine the need for such overlash; and (5) a pole loading analysis. For projects involving more than 10 spans, the Attachment Customer provides Company with written notice of such overlash within 30 days of completion. Any overlash that fails to meet these conditions shall be deemed a new Attachment for all purposes except the assessment of Attachment Charges. must provide at least 15 business days' advance notice. For projects involving 10 spans or less, Attachment Customer shall provide at least 7 business days' advance notice. Notwithstanding the foregoing, no bundle of Attachment Customer's Cable shall exceed two inches in diameter without Company's express written approval.

11. STRAND-MOUNTED WIRELESS COMMUNICATION DEVICES

A strand-mounted wireless communication device shall be considered part of wireline attachment and not subject to permitting or an additional attachment charge if it is located within the one foot vertical space occupied by Attachment Customer's cable and meets all applicable loading, clearance, and RF emission requirements. Before deploying any strand-mounted wireless communications devices other than strand-mounted wi-fi access points, Attachment Customer shall at least 60 days prior to planned deployment notify the Company of the proposed deployment and provide sufficient information regarding the nature of device to permit the Company to assess the safety and loadbearing implications of the proposed deployment.

11.12. MAINTENANCE OF ATTACHMENTS AND STRUCTURES

Attachment Customer shall maintain Attachments in safe condition and in good repair, in a manner reasonably suitable to Company and so as not to conflict with any use of Company facilities (including Structures) by Company or any other Person using such facilities pursuant to any license or permit by Company. Attachment Customer shall not interfere with the working use of any other Person's property on or in such facilities or any such property, which may be placed on or near the Structures and other facilities.

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Company reserves to itself, its successors, Affiliates and assigns, the right to maintain Structures and other Company property and to operate its business and maintain its property in such a manner as will, in its own judgment, best enable it to fulfill its own service requirements. Company shall not be liable to Attachment Customer for any interference with the operation of Attachment Customer's facilities, or loss of business arising in any manner out of the use of Company's Structures or other property.

~~12-13.~~ NATIONAL JOINT UTILITIES NOTIFICATION SYSTEM

Within 30 days of executing Attachment Customer Agreement, and prior to making application for any Attachment, Attachment Customer will join National Joint Utilities Notification System ("NJUNS"), a web-based system developed to improve joint use communication, and will actively participate during the Term of Service, by entering field information into the NJUNS system within the times required by the system. Should Attachment Customer fail to actively participate in NJUNS and should such failure cause the Company to incur expense or liability to others, Attachment Customer shall reimburse the Company its expense and indemnify and hold the Company harmless from any damages or liability arising out of such failure. If Company at a later date elects to use a different web-based system for the joint use communication, it shall notify Attachment Customer at least sixty (60) days in advance of such change and Attachment Customer shall join that system.

~~13-14.~~

INSPECTIONS/AUDITS

Company may make periodic inspections for the purpose of determining compliance with this Schedule and with the Attachment Customer Agreement. Neither the Company's right to make inspections nor any inspection made by Company shall relieve an Attachment Customer of any responsibility, obligation or liability assumed under this Schedule.

Upon thirty (30) days' prior notice to Attachment Customer, Company may conduct ~~a field inspection~~ an audit of its Structures to verify the number, location and type of Attachment Customer's Attachments. ~~Company shall make available to Attachment Customer the field inspection reveals more report of such audit. Such report shall indicate the location and pole number of all attachments of the Attachment Customer. If the audit reveals that the number of Attachments than exceeds the number of attachments shown in Company's existing records, the additional excess number of Attachments shall be treated as presumed to be Unauthorized Attachments. Attachment Customer shall have the right to rebut this presumption and demonstrate that the attachments at issue were authorized.~~

~~14-15.~~

INTERFERENCE OR HAZARD

If Company notifies Attachment Customer in writing or orally with written confirmation that the Attachment Customer's Attachments or the condition of Attachment Customer's Attachments on or in any Structure (i) interfere with the use of such Structure or the operation of Company facilities or equipment, (ii) constitute a hazard to the service rendered by Company or any other Persons permitted by Company to use such Structures,

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(iii) cause a danger to employees of Company or other Persons, or (iv) fail to comply with the Company's standards and applicable requirements of the NESC, NEC, and all other applicable codes, laws and regulations, ~~the~~ Attachment Customer shall, within a reasonable period, remove, rearrange, repair or change its Attachments as needed or as directed by Company. In the case of any immediate hazard or danger, such period shall not exceed twenty-four (24) hours from Attachment Customer's receipt of such notice. In case of a hazardous condition or other emergency which requires the immediate remove or relocation of the Attachment Customer's Attachments, the Company may at Attachment Customer's expense, without prior notice and with no liability therefor, remove or relocate such Attachments; provided however, that Company shall notify Attachment Customer of such action as soon as reasonably possible by any appropriate means, including by telephone.

~~15-16.~~

R

EARRANGEMENT; RELOCATION OF STRUCTURES; NEW STRUCTURES

- a. If Attachment Customer's Attachments can be accommodated on or in existing Structures only by rearranging Company facilities, or if because of Attachment Customer's proposed Attachments, Company rearranges or transfers its facilities on or in any facility not owned by it, Attachment Customer shall reimburse Company for the actual expense incurred in making such rearrangement or transfer.
- b. Upon 45 days prior written notice delivered to Attachment Customer, Company may replace, relocate, or remove any Structure and cause the alteration, relocation or removal of any Attachment, consistent with normal operating, maintenance and development procedures and prudent utility practices. In cases of emergency or dangerous situations, Company shall give only as much prior notice as practical under the circumstances. Company shall bear all costs and expenses of any relocation of the Structures not attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall bear all costs and expenses of any relocation and removal of the Attachments and all costs and expenses attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall be solely responsible for any losses occasioned by the interruption of Attachment Customer's business or operations and shall indemnify and hold Company harmless in connection with same.
- c. ~~If Company determines that any~~ may reserve ~~space occupied by the Attachments is required on its poles in connection~~ accordance with the services that the Company provides, a bona fide development plan for electric service. Company may direct, by written notice to Attachment Customer, that ~~such Attachments~~ Attachment Customer's attachments in such reserve space may be removed from the Structures. ~~Company shall use reasonable efforts to make space available as close in proximity as possible to the former Structures.~~ or to offer Attachment Customer the option to perform make-ready work to create additional space on the Structure in question. Attachment Customer shall make such relocation within ~~forty-five (45)~~ sixty (60) days of the Company's request.

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- d. In the event a Person other than ~~the~~ Attachment Customer applies to make an Attachment to a Structure on which ~~the~~ Attachment Customer has placed an Attachment, and such application requires that Attachment Customer rearrange, transfer or relocate its Attachments, then Attachment Customer shall perform such rearrangement, transfer or relocation within 60 days of notice of such need to rearrange, transfer or relocate. Attachment Customer may condition its rearrangement, transfer or relocation upon reimbursement for the cost of such rearrangement, transfer or relocation. In the event Attachment Customer fails to perform such rearrangement, transfer or relocation within the time frame described above, the affected Attachments may be subject to rearrangement, transfer or relocation by the Person whose application necessitated the rearrangement, transfer or relocation to the extent permitted by law.

~~16-17.~~ ABANDONMENT OF ATTACHMENT

Attachment Customer may at any time voluntarily remove its Attachments from any Structure, but shall immediately give Company written notice of such removal on the Company-prescribed form. Attachment Customer shall bear all cost of removal and any costs that Company incurs as a result of such removal and shall pay such costs within 30 days of receipt of an invoice. No refund of any amount paid for use of such Structure will result from Attachment Customer's voluntary removal nor shall such voluntary removal affect any other obligation or liability of Attachment Customer under this Schedule or the Attachment Customer Agreement.

~~17-18.~~ INDEMNITIES

Attachment Customer shall protect, defend, indemnify and save harmless Company, its Affiliates, their officers, directors, employees and representatives from and against all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to costs and expenses of defending against the same, payment of any settlement or judgment therefor and reasonable attorney's fees that are incurred in such defense, by reason of any claims arising from Attachment Customer's activities under this Schedule, or from Attachment Customer's presence on the Company's premises, or from or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process of being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives, including but not limited to claims alleging (1) injuries or deaths to Persons; (2) damage to or destruction of property including loss of use thereof; (3) power or communications outage, interruption or degradation; (4) pollution, contamination of or other adverse effects on the environment; (5) violation of governmental laws, regulations or orders; or (6) rearrangement, transfer, or removal of any third party attachment on, from, or to any Company Structure. ~~The indemnity set forth in this section shall include indemnity for any claims arising out of the joint negligence of the Attachment Customer and Company, whether suffered directly by Company itself or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from Attachment Customer's activities under this Schedule, or from Attachment Customer's presence on the Company's premises, or from~~

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or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives. The indemnity set forth in this section shall include indemnity for any claims arising out of the joint negligence of Attachment Customer and Company; provided however, the indemnity set forth in this section, but not Attachment Customer's duty to defend, shall be reduced to the extent it is established by final adjudication or mutual agreement of Attachment Customer and Company that the liability to which such indemnity applies was caused by the negligence or willful misconduct of the Company. If Attachment Customer is required under this provision to indemnify Company, Attachment Customer shall have the right to select defense counsel and to direct the defense or settlement of any such claim or suit.

~~18-19.~~ UNAUTHORIZED ATTACHMENTS

If Attachment Customer makes any Attachment that requires Company approval under this Schedule and Attachment Customer Agreement and has not obtained such approval, ~~the~~ Attachment Customer shall pay a penalty for the Unauthorized Attachment equal to double the current Attachment charge. Attachment Customer shall also submit to Company an application for approval of the Unauthorized Attachment within 30 days of the attachment's discovery. If ~~the~~ Attachment Customer fails to submit the required applications or fails to timely remit any necessary payments to Company in connection with the application process (including but not limited to any make-ready fees necessary to accommodate the Unauthorized Attachments), Company may remove any or all such Unauthorized Attachments at Attachment Customer's expense.

~~19-20.~~ DEFAULT

If Attachment Customer fails to pay any undisputed fee required, perform any material obligations undertaken or satisfy any warranty or representation made under the Attachment Customer Agreement or with any of the provisions of this Schedule or default in any of its obligations under this Tariff and shall fail within 30 days after written notice from Company to correct such default or non-compliance, Company may, at its option, terminate the license covering the Structures to which such default or non-compliance is applicable; remove, relocate or rearrange at ~~the~~ Attachment Customer's expense the Attachments to which the default or non-compliance relates; or decline to permit additional Attachments until the failure or default is cured; by giving written notice to Attachment Customer of said termination. In the event of material or repeated default, Company may terminate the Attachment Customer Agreement and recover from ~~the~~ Attachment Customer all costs and expenses incurred as a result of reasonably related to the defaults. No refund of any attachment charge will be due on account of such termination.

~~20-21.~~ TERMINATION

~~Either Company or~~ Attachment Customer may terminate an Attachment Customer Agreement by providing the other written notice of termination at least 60 days prior to the end of the term of service.

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Upon termination, Attachment Customer shall remove all Attachments from Structures and other Company property within 180 days. Attachment Customer shall bear all costs of such removal and shall exercise precautions to avoid damage to all Persons and to facilities of Company and other parties in so removing Attachments and assumes all responsibility for all damage it causes. If Attachment Customer's Attachments and other property are not removed within 180 days of termination of this Agreement, unless the time is extended by mutual agreement, Company may remove Attachment Customer's Attachments without liability and ~~the~~ Attachment Customer shall pay Company the cost of such removal within 30 days of receipt of an invoice.

Company may terminate an Attachment Customer Agreement without liability to Attachment Customer, upon giving 60 days advance written notice to ~~the~~ Attachment Customer that it has a reasonable belief that Company's performance under the Agreement would be illegal under applicable law or regulation or under any order or ruling issued by the PSC, or any other federal, state or local agency having regulatory jurisdiction over Company and same cannot be cured by Company without unreasonable expense or without materially and substantially altering the terms and conditions of the Attachment Customer Agreement; or that termination is required to preserve the Company's rights under any franchise, right-of-way, permit, easement or other similar right which is material and substantial to Company's business or operations. In the event of such termination, the Company and ~~the~~ Attachment Customer shall pay and perform obligations that have arisen prior to the effective date of termination, but shall not be obligated to pay and perform obligations, which arise after the effective date of termination.

~~24.22.~~ WAIVER

Failure by ~~the~~ Company to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

~~22.23.~~ INSURANCE

- a. Throughout the term of service and so long as Attachment Customer's Attachments are on or in Company Structures, Attachment Customer shall provide and maintain the following insurance:
 - (1) Workers' Compensation and Employer's Liability Policy, which shall include: (a) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of Kentucky; (b) Employer's Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee; (c) 30 Day Cancellation Endorsement; and (d) Broad Form All States Endorsement.
 - (2) Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence; \$1,000,000 Products/Completed Operations Aggregate each occurrence; \$1,000,000 Personal and Advertising Injury each

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ISSUED BY: /s/ Robert M. Conroy, Vice President
State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2016-00371 dated xxxx

Louisville Gas and Electric Company

P.S.C. No. 11, Original Sheet No. 40.17

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occurrence, in all cases subject to \$2,000,000 in the General Aggregate for all such claims, and including: (a) 30 Day Cancellation Endorsement; (b) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Company under the Attachment Customer Agreement; (c) Broad Form Property Damage; and (d) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).

- (3) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of \$1,000,000 each occurrence.
 - (4) Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 per occurrence; \$2,000,000 aggregate, to apply to employer's liability, commercial general liability, and automobile liability.
 - (5) To the extent applicable, if any fixed wing or rotor craft aircraft will be used by Attachment Customer in performing the work, Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of \$5,000,000 including passenger liability coverage.
 - (6) To the extent applicable, if engineering or other professional services will be separately provided by Attachment Customer as specified in the statements of work, then Professional Liability Insurance with limits of \$3,000,000 per occurrence and \$3,000,000 in the aggregate, which insurance shall be either on an occurrence basis or on a claims made basis (with a retroactive date satisfactory to Company).
- b. Attachment Customer shall require its Contractors and subcontractors to provide and maintain the same insurance coverage as required of Attachment Customer.
 - c. Except with regard to workers' compensation and professional liability, each policy required under this schedule shall name Company as an additional insured and shall waive rights of subrogation against Company and Company's insurance carrier(s).
 - d. All policies shall be written by insurance companies that are licensed to do business in Kentucky and that are either satisfactory to Company or have a Best Rating of not less than "A-". These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Attachment Customer and the insurance carrier.
 - e. Company may request a summary of coverage of any of required policies or endorsements; but is not obligated to review any of Attachment Customer's certificates of insurance, insurance policies, or endorsements, or to advise Attachment Customer of any deficiencies in such documents. Company's receipt or review of such documents

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shall not relieve Attachment Customer from or be deemed a waiver of Attachment Customer's obligations to maintain insurance as provided.

- f. Attachment Customer shall submit evidence of such coverage(s) to Company prior to the start of any work under the Attachment Customer Agreement...
g. Attachment Customer shall provide notice of any accidents or claims involving Attachment Customer's Attachment or Attachment Customer's work under this Schedule...

h. Attachment Customer may elect not to comply with sections (a) through (f) of this Term 23 if:

- (1) Attachment Customer has been in business at least one year and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (Standard & Poor's); or
(2) Attachment Customer has been in business at least one year, and provides its most recent audited financial statements to Company which demonstrates that Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (Standard and Poor's); or
(3) Attachment Customer's parent company ("Guarantor") meets the criteria set out in (a) or (b) above, and Guarantor provides a written guarantee...

23-24. PERFORMANCE ASSURANCE

a. Attachment Customer shall furnish a surety bond at the following times and in the following amounts and for the following purposes:

- (a1) During the period of the Attachment Customer's initial installation of its wireline pole attachments and at the time of any expansion involving more than 75 poles, a bond in the amount of \$2,000 for each 100 poles (or fraction thereof) to which the Attachment Customer intends to make a wireline pole attachment;
(b2) Upon satisfactory completion of the Attachment Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);

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**PSA
Pole and Structure Attachment Charges**

(e3) After Attachment Customer has been a customer of Company pursuant to the Attachment Agreement and is not in default under that agreement for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof)

(d4) If an Attachment Customer proposes to attach a Wireless Facility or Facilities to a Structure, Attachment Customer shall post a surety bond in the amount of \$1,500 for each pole to which a wireless attachment is attached. The amount of the bond shall not be reduced upon completion of installation or other event.

Each surety bond shall contain the provision that it shall not be terminated prior to six months after Company's receipt of written notice of the desire of the bonding or insurance company to terminate such bond. Company may waive this requirement if an acceptable replacement bond is received before the six months has ended. Upon receipt of such termination notice, Company shall request Attachment Customer to immediately remove its Cables, Wireless Facilities, Attachments and all other facilities from Company Structures. If Attachment Customer should fail to complete the removal of all of its facilities from Company's Structures within 30 days after receipt of such request, then Company may remove Attachment Customer's facilities at Attachment Customer's expense and without liability for any damage to Attachment Customer's facilities. Such bond shall guarantee the payment of any sums which may become due to attachment charges, inspections or work performed by Company under this Schedule or the Attachment Customer Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.

Each surety bond shall be issued by an entity having a minimum corporate debt rating of A- by Standard & Poor's Financial Services LLC at the time of issuance and at all times the relevant bond is outstanding.

b. Attachment Customer may elect not to provide a surety bond if:

(1) Attachment Customer has been in business at least one year and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (Standard & Poor's); or

(2) Attachment Customer has been in business at least one year, and provides its most recent audited financial statements to Company which demonstrates that Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (Standard and Poor's); or,

(3) Attachment Customer's parent company ("Guarantor") meets the criteria set out in (a) or (b) above, and Guarantor provides a written guarantee (in a form acceptable to Company, that the parent company will guarantee all financial obligations associated with Attachment Customer's use of Company's Structures.

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25. CERTIFICATION OF NOTICE REQUIREMENTS

Attachment Customer's highest ranking officer located in Kentucky shall certify under oath on or before January 31 of each year that the Attachment Customer has complied with all notification requirements of this Schedule.

24.26. NOTICES

Any notice, or request, required by this Schedule or the Attachment Customer Agreement shall be deemed properly given if sent overnight by nationally recognized overnight courier, sent by certified U.S. mail, return receipt requested, postage prepaid, or sent by telecopier with confirmed receipt, to Company's and Attachment Customer's designated representative. The designation of the representative to be notified, his address and/or telecopier number may be changed at any time by similar notice.

25.27. LIENS

To the extent permitted by law, in the event any construction lien or other encumbrance shall be placed on the Attachments as a result of the actions or omissions of Attachment Customer or its Contractor, Attachment Customer shall promptly, in accordance with applicable laws, discharge such lien or encumbrance without cost or expense to Company. Attachment Customer shall indemnify Company for any and all actual damages that may be suffered or incurred by Company in discharging or releasing said lien or encumbrance.

26.28. FORCE MAJEURE

In the event Attachment Customer or Company is delayed in or prevented from performing any of its respective obligations under an Attachment Customer Agreement or this Schedule due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of civil or military authority, government shutdown, fires, floods, earthquakes, fiber, cable or other material failures, shortages or unavailability, delay in delivery not resulting from its failure to timely place orders therefor, lack or delay in transportation, or due to any other causes beyond its reasonable control, then such delay or nonperformance shall be excused.

27.29. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE TO ATTACHMENT CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS SET FORTH IN THIS SECTION 27.29 SHALL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR

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Pole and Structure Attachment Charges

WILLFUL MISCONDUCT OF COMPANY IN PERFORMING ITS OBLIGATIONS UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE.

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