

Contract for Attachments to Company Structures

This Contract made and entered into this 17th day of February, 2020 by and between **Gibson Electric Membership Corporation**, (“Gibson EMC” or “Attachment Customer”), a Tennessee corporation, whose mailing address is 1207 South College Street, Trenton, Tennessee 38382, and **Kentucky Utilities Company** (“Company”), a Kentucky corporation, 220 West Main Street, Kentucky 40202.

Witnesseth:

Whereas, the Kentucky Public Service Commission has determined that the provision of access to space on a utility’s poles and structures is the provision of utility service and is subject to the provisions of KRS Chapter 278;

Whereas, the Company’s Pole and Structure Attachment Charges Schedule (“PSA Schedule”), which is on file with the Kentucky Public Service Commission, permits telecommunications carriers to access the Company’s Poles and Structures; and

Whereas, Gibson EMC is a non-profit, member-owned electric cooperative that provides electric service in the Kentucky counties of Carlisle, Fulton, Graves and Hickman;

Whereas, Gibson Connect LLC is a wholly-owned subsidiary of Gibson EMC, is a common carrier under Sections 214(e)(1) and 214(e)(2) of the Communications Act of 1934, and is a telecommunications carrier as defined in the PSA Schedule;

Whereas, Gibson Connect LLC intends to offer high-speed broadband and internet access and interconnected Voice over Internet Protocol services to areas within Carlisle, Fulton, Graves and Hickman Counties;

Whereas, Gibson Connect LLC intends to offer such services through a fiber network;

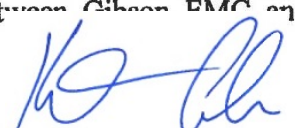
Whereas, Gibson EMC will construct, install, and own the fiber network and facilities that Gibson Connect LLC will use to offer the proposed services;

Whereas, Gibson EMC employees or contractors will perform the installation and attachment of the fiber network facilities;

Whereas, Gibson EMC will assume financial responsibility for any fees or costs related to the attachment of its fiber network facilities to any poles or structures belonging to another entity, such as the Company;

Whereas, Gibson EMC desires to affix and install ~~attachments to or otherwise use the~~ Company’s Structures to serve and support these facilities;

Whereas, Gibson EMC is not eligible to access space on the Company’s poles and structures through the PSA Schedule and a special contract between Gibson EMC and the Company is required for such access;

<p>KENTUCKY PUBLIC SERVICE COMMISSION</p>
<p>Kent A. Chandler Executive Director</p> 
<p>EFFECTIVE 3/20/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

The Company and Gibson EMC agree as follows:

1. The Company grants Gibson EMC the non-exclusive right to affix and install its Attachments on Company Structures within Carlisle, Fulton, Graves and Hickman Counties and support facilities and equipment necessary to provide high-speed broadband and internet access and interconnected Voice over Internet Protocol services to those Counties.

2. In exercising the right to fix and install its Attachments to the Company's Structures, Gibson EMC agrees to comply with the provisions set forth in the Company's PSA Schedule" and to the "General Terms and Conditions" contained in the Company's Electric Service Tariff on file with the Kentucky Public Service Commission. Gibson EMC further agrees that any changes or amendments to the PSA Schedule or the Company's General Terms and Conditions section of its Electric Service Tariff, as permitted or approved by the Kentucky Public Service Commission, shall also be a part of this Contract upon the effective date of such change or amendment.

3. The provisions of the Company's PSA Schedule and the "General Terms and Conditions" of the Company's Electric Service Tariff are incorporated by reference into this Contract.

4. This Contract shall become effective 30 days after its filing with the Kentucky Public Service Commission unless the Kentucky Public Service Commission suspends the operation of this Contract for review pursuant to KRS 278.190, and in that instance upon the Kentucky Public Service Commission's approval of this Contract.

5. This Contract shall continue in effect for a period of ten (10) years from the effective date and shall thereafter automatically renew for successive one (1) year periods unless Company or Attachment Customer provides the other with written notice of termination at least sixty (60) days prior to the renewal date.

6. If Gibson EMC provides such services as to become a "telecommunications carrier" as that term is defined in the Company's PSA Schedule, this Contract shall immediately terminate and the attachment of any Gibson EMC facility to the Company's Structures shall be subject to the provisions of the Company's PSA Schedule. Gibson EMC agrees to provide the Company with thirty (30) days advance notice prior to the City providing such services that would qualify it as a telecommunications carrier under the PSA Schedule. Furthermore, if during the term of this Agreement, the Kentucky Public Service Commission modifies any of the Company's existing rate schedules or approves the establishment of a new schedule for the attachment of facilities to the Company's Structures to which Gibson EMC would be subject or eligible, this Contract shall terminate upon the effective date of the Kentucky Public Service Commission's action and all of Gibson EMC's attachments to the Company's Structures shall be subject to that modified or newly established schedule.

7. Semi-annually Gibson EMC will pay to the Company for each Attachment affixed and installed on a Company Structure in the preceding billing period an amount determined in accordance with the schedule of attachment charges set forth in the I

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**Kent Chandlee
Executive Director**



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8. Any notice or request that that this Contract requires the Company to provide to the Attachment Customer shall be sent to:

Kathy Bobbitt
Gibson EMC
1207 South College Street
Trenton, TN 38382

9. Gibson EMC may change the designation of its representative to be notified, the address and/or telecopier number at any time by providing the Company notice in accordance with the provisions of this Contract.

10. Gibson EMC shall provide to the Company or before January 31 of each year a sworn written statement from its chief executive officer that Gibson EMC has complied with all notification requirements expressed stated herein or incorporated by reference into this Contract. Such statement shall be on the form annually provided by the Company to Gibson EMC.

In Witness Whereof, the parties hereto have caused this contract to be executed by their duly authorized representatives the day and date shown above.

Kentucky Utilities

Gibson Electric Membership Corporation

By: Denise Simon

By: Charles Phillips

Denise Simon

Charles Phillips
Name

Director,
Distribution Reliability, Analytics, and
Administration

VP of Technical Services
Title

