

MASTER LICENSE AGREEMENT

This Agreement (this "Master Agreement") effective as of 2nd day of June, 2017, is between Louisville Gas and Electric Company, 220 West Main Street, Louisville, Kentucky 40202, a Kentucky corporation ("LG&E"), and Cellco Partnership, d/b/a Verizon Wireless, a Delaware Partnership, with its principal office located at One Verizon Way, Mail Shop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee").

Recitals

1. LG&E is an electric and gas utility company and has structures, including but not limited to, electric transmission and/or distribution towers or poles, buildings and other structures (collectively, the "Utility Structures") in place throughout the metropolitan Louisville, Kentucky area and other areas of Kentucky and Indiana (the "LG&E Service Territory").

2. Licensee is a personal communications system company, wireless carrier, and utility in Kentucky, and wishes to develop, construct, install, maintain, own and operate a wireless communications system in the LG&E Service Territory and desires to utilize certain Utility Structures of LG&E in furtherance of the same.

3. LG&E desires to permit Licensee non-exclusive use of its Utility Structures in consideration of the covenants and agreements of Licensee set forth in this Master Agreement and all Site License(s) (as defined in Paragraph 2 below), and subject to the terms and conditions provided for herein.

Agreements

NOW THEREFORE, in consideration of the mutual covenants set forth in this Master Agreement, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows, effective as of the date first above written:

1. Terms.

- (a) Master Agreement Term and Renewal. The primary term of this Master Agreement ("Primary Term") will be five (5) years beginning on the effective date hereof, unless terminated earlier in accordance with Paragraph 10 (Termination) or Paragraph 11 (Default) hereof. The Primary Term of this Master Agreement may be extended for four (4) additional periods of five (5) years each (each an "Extended Term"), unless (a) either party has defaulted twice during the then current term, or is then in material default under this Master Agreement, in which event the non-defaulting party may elect not to extend this Master Agreement upon notice to the defaulting party. Notwithstanding the foregoing, a cure of one default within the time period prescribed by Paragraph 11 shall allow the non-defaulting party to remove any impediments to the extension of this Master Agreement.

KENTUCKY
PUBLIC SERVICE COMMISSION

Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE

1/10/2018

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

next succeeding sentence. Each extension will be deemed automatically exercised without any action by LG&E or Licensee unless either LG&E or Licensee gives at least six (6) months prior written notice not to renew for that Extended Term. Any decision by either party not to renew this Master Agreement for a particular Extended Term shall be deemed to be a waiver of all subsequent Extended Terms by both parties.

- (b) Site License Term and Renewal. The initial term of each Site License, as defined in Paragraph 2 below, is five (5) years commencing on the date Licensee exercises its Option on a Site (as defined in Paragraph 4, below). Each Site License shall automatically renew for four (4) successive terms of five (5) years each unless Licensee shall give LG&E notice of its intent not to renew a Site License at least six (6) months prior to the expiration of the then current term. LG&E may preclude renewal of any particular Site License beginning on the third five (5) year renewal term (prior to the sixteenth lease year) by giving advance notice in writing to Licensee at least twelve (12) months prior to the expiration of the current term. Each Site License shall grant a license from LG&E to Licensee for the use of a particular Site, and shall consist of (i) the terms and conditions of this Master Agreement (unless specifically amended by the Site License) and (ii) the requirements, conditions and approvals of the applicable Tracking Document (as defined below). Notwithstanding the expiration, termination, or cancellation of this Master Agreement, its terms and conditions shall continue to apply to each Site License until the Site License term expires or otherwise terminates.

2. Nonexclusive License.

Subject to all of the terms and conditions hereof, LG&E hereby agrees to grant to Licensee, and Licensee agrees to accept, a nonexclusive license (the "Site License") to use certain Utility Structures located in the LG&E Service Territory for the sole purpose of constructing, installing, maintaining, repairing, replacing, upgrading, removing, inspecting, owning or operating the following wireless equipment upon the Utility Structures, on the real property located within LG&E's easement(s) from the relevant property owner(s), or on other property otherwise controlled by LG&E (collectively, the "Sites"): antennas, coaxial cables, supporting structures, connecting hardware, amplifiers, switches, related power supplies, accessories, Base Transceiver Stations and any other ancillary or related equipment or facilities including utilities (collectively, the "Equipment"). This Master Agreement and each Site Agreement shall be irrevocable and may not be terminated by LG&E except as expressly provided in this Master Agreement or the Site License. In the event of a termination of this License by either party in contravention of this Master Agreement or the affected Site Agreement, the non-terminating party shall be entitled to any remedies available for such breach including but not limited to specific performance. All Equipment associated with the provision of wireless communications by Licensee in the LG&E Service Territory shall be collectively referred to hereinafter as the "System." The Site(s) for which a Site License may be granted by LG&E shall be selected and identified in accordance with the terms of Paragraph 3 (Site

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE
1/10/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Selection), Paragraph 4 (Option for Site License) and Paragraph 5 (Exercise of Option; Grant of Site License) hereof.

3. **Site Selection.**

The Site(s) for which a Site License may be granted will be selected in accordance with the following terms and conditions:

- (a) Licensee shall provide to LG&E the necessary information, in writing, for each Site requested, including, but not limited to:
 - (i) The general location within the LG&E Service Territory;
 - (ii) The minimum and maximum antenna heights (AGL or AMSL) required;
 - (iii) The physical specifications of all Equipment to be put on or near the Utility Structure;
 - (iv) The required utility services to the Site (power, telephone, etc).

The requirements described in Paragraphs 3(a) (i-iv) above (the "Site Requirements"), shall be provided to LG&E, with specificity, by Licensee on a Utility Structure Tracking Document (the "Tracking Document"), the form which is attached hereto and incorporated herein by reference as Exhibit A, and may be amended from time to time by agreement of LG&E and Licensee. Licensee shall complete, sign and date Section I (Site Requirements) of the Tracking Document for each Site desired, and shall deliver the originally executed Tracking Document for that Site to LG&E. Except as provided in Paragraph 3(b) below, the Site Requirements may not be modified once provided to LG&E on a Tracking Document. Any modifications so made in accordance with Paragraph 3(b) shall be deemed incorporated in Section I of the Tracking Document.

- (b) If, within thirty (30) days of LG&E's receipt of a Tracking Document from Licensee, LG&E identifies a Site which, in LG&E's judgment, is likely to satisfy the Site Requirements, LG&E and Licensee will meet to discuss and inspect the Site. If both LG&E and Licensee agree that the Site should be studied, LG&E will set forth a description of that particular Site in Section II (Utility Structure Under Consideration) of the original Tracking Document. Any mutually agreeable modifications to the Site Requirements shall also be described in Section II of the Tracking Document (which shall be deemed fully incorporated into Section I), and Section II shall then be signed and dated by both parties. LG&E shall retain the original of the Tracking Document, and shall provide a copy to Licensee. If LG&E does not identify a Site within thirty (30) days, Licensee may within thirty (30) days after the date of receipt of said notice from LG&E ("Revocation Period") either (i) notify LG&E in writing that Licensee intends to continue with the search for a suitable Site or (ii) Licensee may withdraw its request, at no liability for any costs or expenses incurred by LG&E, by delivering the Tracking Document to LG&E, signed and dated at Section III ("Revocation Notice"). If Revocation is not delivered to LG&E within the Revocation Period, Licensee shall have effectively exercised its revocation of the Site

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE
1/10/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CONFIDENTIAL INFORMATION REDACTED

- (c) (i) Upon adding a Site to Section II of the Tracking Document as a Utility Structure Under Consideration, LG&E agrees to investigate the suitability of that particular Site for the Equipment identified in the Site Requirements (the "Suitability Study"). The Suitability Study may include, but is not limited to, engineering and structural analysis, public relations research and easement acquisition; however, no warranties except those that are expressly stated herein shall be applicable to any information gathered by LG&E and delivered to Licensee. When Licensee requests LG&E to conduct a Suitability Study, whether Licensee goes forward with that Site or not, Licensee shall reimburse LG&E for all costs incurred by LG&E conducting such study, including but not limited to engineering and structure analysis costs and easement acquisition costs. LG&E shall have a period of between ninety (90) days and one-hundred and eighty (180) days to complete the Suitability Study for a particular Site (the "Study Period"), unless extended to complete the securing of appropriate easement(s) under Paragraph 3(c)(ii)(B). The parties shall cooperate to informally exchange preliminary information during the period between ninety (90) day period and one-hundred and eighty (180) day period in order to facilitate the quality and usefulness of the Suitability Study. If the Suitability Study is not concluded within such time period, Licensee may, at its sole option, remove the Site from further consideration at no liability for any costs or expenses incurred by LG&E, by delivering the Tracking Document to LG&E within thirty (30) days (the "Revocation Period") after expiration of the Study Period. If Revocation of Consideration is not delivered to LG&E, signed and dated at Section III (Revocation Notice), within the Revocation Period, Licensee shall be deemed to have effectively exercised its revocation of the Site.
- (ii) (A) As a part of the Suitability Study, LG&E shall obtain easements or expansions of existing easements from all relevant private landowners owning the real property under the Utility Structure and from the Utility Structure to the nearest public road along LG&E's existing easements ("Relevant Landowner(s)") (if any), the sufficiency of such easement, including any antecedent easement(s) conditions or limitations or requirements of current or future payment of any kind to any private landowner beyond the \$ [REDACTED] referenced below, for Licensee's planned construction, installation, ownership, maintenance, repair, replacement, upgrade and operation of the Equipment on and around the Utility Structure, is a determination to be made by Licensee. LG&E shall provide Licensee with a copy of any proposed easement agreement, expansion of easement agreement or supplemental deed of easement it intends to use with private landowners in advance of sending such document to any private landowner in order to provide Licensee with the opportunity for timely review and comment. LG&E shall not be required to expend money for its own account to obtain the easement(s) f

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE
1/10/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CONFIDENTIAL INFORMATION REDACTED

entitled to pay to the Relevant Landowners, on behalf of Licensee, an amount not to exceed \$ [REDACTED] for any easement(s) so obtained subject to the satisfaction of the conditions set forth in paragraph 3(d)(i) below. LG&E may request, or may be granted by Licensee, specific authority to pay amounts in excess of \$ [REDACTED] per easement on specific written agreement which shall be appended to the Tracking Document. LG&E shall endeavor to minimize the amount actually paid for each easement and the extent of unreasonably burdensome restrictions imposed by private landowners. Obtaining an easement or expansion of an existing easement shall also include obtaining supplemental deeds of easement thereof suitable for recording in the office of the County Clerk in the county where the property is located in order to protect Licensee from a good faith purchaser for value or other person obtaining an interest in a private landowner's property

(B) When LG&E obtains the easement(s) relative to a Site it will deliver a copy of the easement(s) and supplemental deeds of easement thereof, together with a copy of the original easement(s) granted to LG&E, together with all information related to the title(s) of the Relevant Landowner(s) in the possession of LG&E; however, LG&E expressly disclaims any warranty of title, legal description or zoning, documentation of which may be given to Licensee for informational purposes only. LG&E shall use its best efforts to provide Licensee with copies of such documentation within its actual knowledge and possession. Licensee shall have a period of thirty (30) days after receipt of that information to object to the same by delivering to LG&E a copy of the Tracking Document for that Site, signed and dated by Licensee in Section IV (Disapproval of Easement) thereof. Such objection may be made only to the extent Licensee reasonably believes that the easement(s) obtained by LG&E will not adequately permit Licensee's construction, installation, ownership, maintenance, repair, replacement, upgrade, use and operation of the Equipment as described in the Site Requirements relative to that Site. Licensee shall specify in Section III with reasonable particularity the portions of the easement(s) that are objectionable, and the modifications to the same that will be required in order to satisfy the Site Requirements. All additional payments to Relevant Landowner(s) made by LG&E shall be reimbursed by Licensee. LG&E shall have forty five (45) days after its receipt of Licensee's objections to obtain the modifications to the easement(s) designated by Licensee, or to otherwise obtain the easement(s) for that Site that are reasonably acceptable to Licensee. If LG&E provides the appropriate modifications or easements to Licensee according to this Paragraph, any failure by Licensee to object to the particular easement(s) within thirty (30) days of receipt thereof shall be deemed to be complete

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Gwen R. Pinson

EFFECTIVE
1/10/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

release of LG&E from any claim by Licensee of the insufficiency of the easement(s).

(iii) LG&E-owned Sites shall not be added to Section II of the Tracking Document without separate agreement with LG&E. Such addition is solely at the discretion of LG&E.

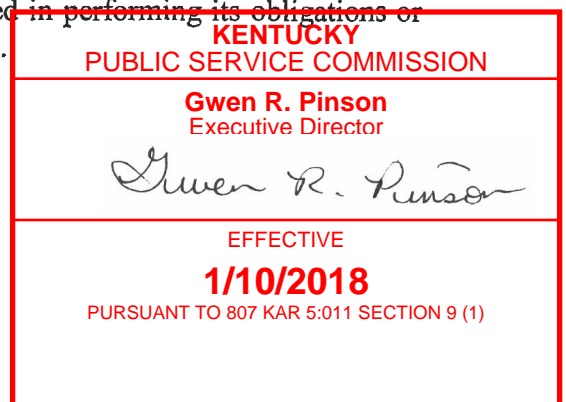
(d) (i) Upon completion of the Suitability Study and presentation of the acceptable easement(s) as provided under Paragraph 3(c)(ii)(B), Licensee agrees to pay LG&E \$15,000 for LG&E's efforts in undertaking the Suitability Study and agrees to reimburse LG&E for the cost of the relevant easement(s) described in Paragraph 3(c)(ii), if each of the following conditions have been satisfied or waived by Licensee, or are thereafter satisfied or waived prior to a removal of that Site from consideration by Licensee pursuant to Paragraph 3(d)(ii):

(A) LG&E, in its sole discretion, shall have notified Licensee by delivering to Licensee a copy of the relevant Tracking Document executed and dated by LG&E in Section V thereof (Utility Structure Under Option), indicating that: (i) LG&E's engineering and structural analysis indicates that the Utility Structure in question will meet, or can be modified without expense to LG&E to meet, the Site Requirements; and (ii) LG&E is reasonably satisfied that there are no other reasons to deny a Site License to Licensee for that Site; and

(B) LG&E shall have delivered to Licensee a modified or new easement(s) meeting the Site Requirements or otherwise reasonably satisfactory to Licensee, as contemplated in Paragraph 3(c)(ii)(B).

(ii) The \$15,000 payment per Site and reimbursements provided for in Subparagraph (i) above and this Subparagraph (ii) shall be non-refundable. The \$15,000 site payment shall become due and payable to LG&E forty-five (45) days after the conditions set forth in those Subparagraphs have been satisfied. The reimbursement for easement payments shall be due and payable to LG&E forty-five (45) days after invoicing by LG&E. Licensee acknowledges that LG&E shall have no obligation to provide a particular Site for use by Licensee under this Master Agreement until such time as LG&E has satisfied those conditions.

(e) Except for the Suitability Study fee and the easement(s) cost (as it may be increased by Licensee), each Party shall be responsible for its own costs and those of its attorneys, agents, and contractors, incurred in performing its obligations or exercising its rights pursuant to this Paragraph 3.



4. **Option For Site License.**

Upon the satisfaction or waiver of the conditions and obligations set forth in Paragraph 3(d)(i) and the payment and reimbursement by Licensee of the amounts contemplated in Paragraph 3(d)(i), LG&E shall be deemed to have granted Licensee an option for a Site License on that particular Site (an "Option"). Licensee shall have a one (1) year Option (the "Option Period") to exercise its rights to a Site License for the relevant Site. The Option Period for a Site will commence on the day the conditions set forth in Paragraph 3(d)(i) have been satisfied relative to that Site. During the Option Period, LG&E agrees not to license or lease or offer for license or lease the space upon the Utility Structure designated for use by Licensee to anyone other than Licensee unless written approval from Licensee for such license or lease or offer for license or lease has been obtained by LG&E. Any failure by Licensee to exercise a particular Option in the manner and within the Option Period shall cause the Option to automatically expire and terminate. Licensee may extend the one (1) year Option to a two (2) year Option by providing written notice in the same manner as for exercise of an initial (1) year Option and payment of a non-refundable \$2,000 fee to LG&E tendered with the notice of exercise.

5. **Exercise of Option; Grant of Site License.**

If during the relevant Option Period, Licensee notifies LG&E of its exercise of the Option on a particular Site by delivering to LG&E a copy of the Tracking Document signed and dated by Licensee in Section VI (Exercise of Option) thereof, LG&E grants, upon such delivery, a Site License to Licensee for that Site for use by Licensee in a manner consistent with the provisions of this Master Agreement and incorporated into the Site License (including without limitation, Paragraph 2 hereof). The Site License for each Site to be utilized hereunder shall become effective upon LG&E's execution of Section VI of the Tracking Document.

6. **Consideration.**

License Fee. Upon receiving a Site License, Licensee shall thereafter pay LG&E a non-refundable monthly license fee (payable annually as set forth herein) for that Site (a "License Fee") for the remainder of the term of the Site License in an amount determined as follows, regardless of Licensee's use thereof during the term:

The License Fee shall equal \$2,400.00 per each Site per month for all Site Licenses in effect pursuant to Paragraph 1 and Paragraph 5 of this Master Agreement;

Effective one year from the date of execution of this Agreement set forth herein, (the "Effective Date") each annual License Fee described above shall be increased by three and one half percent (3.5%) (the "Applicable License Fee"). This increase shall apply to this Master Agreement and all Site Licenses associated with this Master Agreement. Licensee shall remit, without notice, payment of the Applicable License Fee to LG&E in advance annually, for each Site License associated with this Master Agreement. Partial years shall be prorated according to the date of the grant of the Site License at the then Applicable License Fee. Payments shall be remitted by Licensee hereunder within forty-five (45) days after the Effective Date for the next succeeding year or within forty-five (45) days after the Site License is granted. Licensee shall prorate for the period of time from the granting of the Site License un

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE
1/10/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

7. **Reservation of Rights.**

(a) LG&E reserves the right of final approval, which approval shall not be unreasonably withheld, denied, delayed or conditioned, of the location of the Equipment to be placed on the Utility Structures, on the real property located within LG&E's easement(s) from the Relevant Landowner(s), and on other property owned or otherwise controlled by LG&E; the position, weight, physical dimensions, physical appearance and design, and safety design of the Equipment to be replaced or upgraded; Licensee's construction, installation, maintenance, repair and removal methods; and Licensee's agents and contractors who may access the Utility Structures for purposes of installing, inspecting, repairing, modifying, replacing or removing the Equipment. LG&E shall have no obligation to construct new Utility Structures or other facilities for use by Licensee hereunder, nor shall LG&E be required to modify any of its existing Utility Structures or other facilities unless agreed by Licensee and LG&E as part of the Suitability Study. The parties agree that upon request, at the time the work is done, Licensee will request and LG&E shall supply to Licensee the contact information for any Approved Contractors, pre-approved for use by Licensee until such time as LG&E shall have notified Licensee in writing to the contrary, which it shall do only in the event LG&E shall reasonably determine that any one or more of such contractors are no longer qualified to work on or near the Utility Structures.

(b) LG&E reserves the right to cause its employees, agents or other representatives to accompany and supervise Licensee, or Licensee's employees, agents and contractors, any time that Licensee, its employees, agents or contractors accesses or inspects the Equipment located on the Utility Structures. Licensee shall provide LG&E at least 2 hours' advance notice of such intended access. Licensee agrees to directly reimburse LG&E one hundred twenty percent (120%) of its actual costs incurred in causing one individual (or more than one individual working at separate locations) to accompany Licensee, its employees, agents or contractors, each time they access or inspect the Equipment located on a Utility Structure; provided that Licensee's reimbursement obligation hereunder shall be limited to the amount determined by multiplying (i) \$70.00 (the "Cost Cap"), by (ii) the total number of hours devoted by such individual(s) to that effort, by (iii) 120%. The Cost Cap shall be increased annually on the Effective Date by reference to the percentage increase in License Fees as provided in Paragraph 6. Payments shall be remitted by Licensee hereunder within thirty (30) days after LG&E's invoice (with all reasonable supporting documentation) for the same is delivered to Licensee. For purposes of this Paragraph 7(b), LG&E's actual costs shall be deemed to include the compensation and fringe, health, welfare, pension and other similar employee benefits paid to or provided for LG&E's supervisory personnel (including all federal, state and local income tax withholdings, FICA, FUTA, workers' compensation, employer's tax and other similar

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

Gwen R. Pinson


EFFECTIVE
1/10/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

portion of general, administrative, other overhead and out-of-pocket expenses incurred by LG&E relative to that personnel. Costs shall be calculated in accordance with LG&E's regular accounting practices.

- (c) LG&E reserves the right to inspect the exterior of the Equipment at any time, at no cost to Licensee. If such inspection requires LG&E to come in contact with the Equipment, LG&E shall give Licensee forty-eight hours prior notice of the inspection, and Licensee shall have the right to attend. LG&E's right to make such inspections and any inspection made pursuant to such right shall not in any way negate or limit Licensee's sole responsibility for the construction, installation, maintenance, repair, removal, replacement, or operation of the Equipment, or for any consequences arising therefrom.
- (d) LG&E reserves the right, in the event of an emergency, to repair its Utility Structures and associated facilities, prior to allowing Licensee access to the Utility Structures to repair or replace its Equipment. Licensee agrees to work with reasonable diligence to service its Equipment. Licensee agrees that it shall not materially interfere with LG&E's servicing of its facilities, including the Utility Structures, at any time.

8. Easements, Rights and Rights of Way.

Licensee shall be solely responsible for any failure to comply with the terms of all rights, rights of way, licenses, permits, franchises and other approvals from the Relevant Landowners. Licensee shall, be solely responsible for any failure to secure and comply with the terms of all rights, rights of way, licenses, permits, franchises and other approvals from governmental or regulatory authorities which are or may hereafter be required for the attachment or installation of the Equipment to, upon or under any Utility Structure or which are otherwise necessary for the use or operations of the System. Licensee shall be solely responsible for compliance with the terms of all easements which are or may hereafter be required by LG&E for the attachment or installation of the Equipment to, upon or under any Utility Structure or which are otherwise necessary for the use or operations of the System, and all rights given to Licensee hereunder or under the Site Licenses shall have such further limitations, if any, as are expressed or implied in the relevant easements. Should LG&E receive actual written notice of any alleged violation of any of the foregoing instruments from any public or private person or entity, it shall reasonably cooperate to provide timely written notice of such to Licensee. Nothing in this Master Agreement shall be construed as a grant of any permit, franchise or similar right by LG&E or an assignment of LG&E of any rights under its own public rights of way, licenses, permits, or franchises. LG&E does not warrant that any of its rights under its own public rights of way, licenses, permits or franchises are sufficient for the attachment or installation of the Equipment to or upon the Utility Structures. Licensee agrees to construct, install, maintain, repair, own and operate the System solely at its own risk, and LG&E does not assume any obligation or liability for the adequacy or inadequacy of LG&E's or Licensee's public rights of way, licenses, permits or franchises by virtue of granting the Site License, or any other right hereunder. Licensee hereby agrees to indemnify, defend and hold harmless LG&E, its parent,

KENTUCKY PUBLIC SERVICE COMMISSION Gwen R. Pinson Executive Director

EFFECTIVE 1/10/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

officers, directors, contractors, employees, agents, successors and assigns from and against any and all claims, demands, liabilities, actions, causes of action, proceedings, damages, obligations, costs and expenses of any nature (including without limitation reasonable attorneys' fees or court costs), resulting from or arising in connection with the failure by Licensee to secure and maintain all licenses, permits, franchises, and approvals for which it is responsible under this Paragraph 8, or any action by Licensee (including its employees, agents or contractors) that results in any breach or default by LG&E under any of its own rights, rights of way, easements, licenses, permits, franchises and approvals. Licensee further agrees to cooperate with LG&E to the extent necessary in its efforts to maintain LG&E's existing easements, rights of way, licenses, franchises, and other similar rights.

LG&E shall be solely responsible for its failure to secure and maintain its licenses, permits, franchises and other approvals from governmental or regulatory authorities which are or may hereafter be necessary for the use or operations of LG&E's Utility Structures or business(es). Licensee shall be solely responsible for its failure to secure and maintain its licenses, permits, franchises and other approvals from governmental or regulatory authorities which are or may hereafter be required for the installation or use of the Equipment. LG&E hereby agrees to indemnify, defend and hold harmless Licensee, its parent, Affiliates and all of their officers, directors, contractors, employees, agents, successors and assigns from and against any and all claims, demands, liabilities, actions, causes of action, proceedings, damages, obligations, costs and expenses of any nature (including without limitation reasonable attorneys' fees or court costs), resulting from or arising in connection with the failure by LG&E to secure and maintain all licenses, permits, franchises, and approvals for which it is responsible under this Paragraph 8, or any action by LG&E (including its employees, agents or contractors) that results in any breach or default by Licensee under any of its own rights, rights of way, easements, licenses, permits, franchises and approvals.

9. Access.

The following provisions shall govern Licensee's access to the Site(s), unless otherwise agreed to by the parties or unless otherwise provided by the applicable easement or Site License:

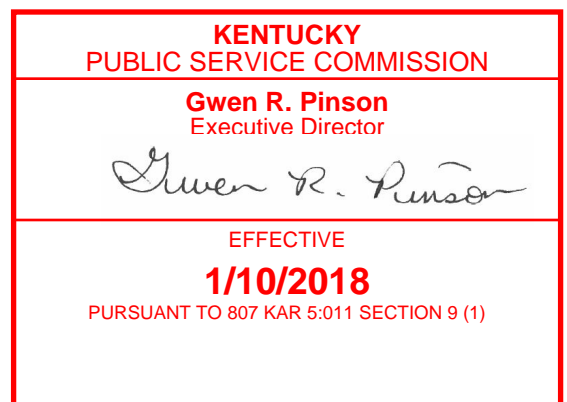
- (a) LG&E shall grant Licensee reasonable access to the Site(s) pursuant to the terms and conditions of its rights-of-way and easements to the real property.
- (b) Licensee is entitled to access the Site(s) twenty-four (24) hours per day, seven (7) days per week, subject to the provisions of Paragraph 7.
- (c) Licensee shall take all precautions necessary to prevent damage or destruction by Licensee to Utility Structures or property of the Relevant Landowners. In addition to the indemnification provisions in Paragraph 17 herein, Licensee shall be responsible for the repair of any damage caused by the act or omission of Licensee (including its employees, agents, or contractors) to the property, whether personal or real, of any third party.

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Gwen R. Pinson
Executive Director

Gwen R. Pinson

**EFFECTIVE
1/10/2018**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- (d) LG&E shall permit Licensee access to Sites, to, at its own expense, conduct Phase I environmental review of any Site licensed pursuant to the Master Agreement under the following conditions:
- (i) Licensee shall submit a proposed scope of work for any environmental review for LG&E's approval, with such approval not to be unreasonably withheld;
 - (ii) LG&E shall receive 7 days notice before any on-site inspection associated with such review is conducted in order to enable LG&E's staff to make arrangements to have a representative present at such inspection.
 - (iii) LG&E shall have a representative present at the Site subject to the environmental review at the time such inspection is conducted;
 - (iv) Licensee shall provide LG&E with a draft copy of any report generated from any environmental review and provide LG&E with a reasonable opportunity to submit comments on such draft report;
 - (v) Licensee shall reasonably incorporate any LG&E comments prior to finalizing an environmental review report and shall provide LG&E with a copy of any final report with both parties to this Master Agreement having an obligation to maintain the confidentiality of any such draft or final report pursuant to the requirements of Section 27 of this Master Agreement;
 - (vi) LG&E shall have the right to take split samples;
 - (vii) Licensee shall hold any findings obtained during such review in confidence pursuant to the confidentiality provisions of this Master Agreement;
 - (viii) Licensee shall indemnify and hold harmless LG&E, any of its affiliates, officers, directors, employees or representatives against any damages caused to Site as the result of such review unless such damages were caused by the negligence of LG&E;
 - (ix) Licensee shall restore the area of the Site tested to its original condition after completing such review; and
 - (x) Licensee agrees not to use any heavy equipment on any Site without the prior written consent of LG&E and the Relevant Landowners.



Licensee acknowledges that the foregoing access rights are subject to any limitations or restrictions on access imposed upon LG&E or Licensee by the Relevant Landowners and agrees to abide by such limitations and restrictions. Licensee further acknowledges that, subject to Paragraph 7(a), only employees, agents and contractors of Licensee that have been approved in advance by LG&E shall be allowed access upon the Utility Structures, which approval shall not be unreasonably withheld, conditioned or delayed.

10. **Termination.**

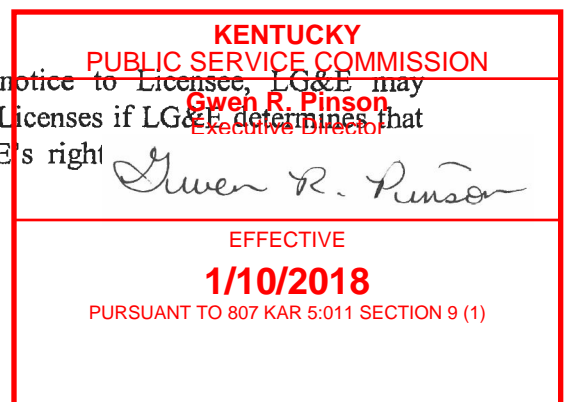
This Master Agreement or any Site License may be terminated only in the manner provided for in this Paragraph 10, absent the parties' written agreement to the contrary.

(a) By LG&E. In addition to the provisions of Paragraph 11, LG&E shall have the right to terminate this Master Agreement or the applicable Site License (as provided below), without liability to Licensee (other than as set forth below) in the following circumstances:

(i) LG&E may terminate the applicable Site License after notice to Licensee, if LG&E determines, in its reasonable discretion, that any Equipment placed on the Utility Structure by Licensee materially interferes with LG&E's operations, access to, or use of the Utility Structure or any of LG&E's electricity transmission or communications facilities located thereon, or that Licensee has violated any applicable federal, state, or local law or regulation, and such interference or violation is not discontinued and abated by Licensee, solely at its expense, within forty-eight (48) hours (two (2) hours if in LG&E's judgment such interference is causing hazardous or dangerous conditions) after receipt of notice by Licensee from LG&E; provided, that LG&E reserves the right to take immediate action, without liability to Licensee, to discontinue any interference by Licensee if the same is causing any hazardous or dangerous condition;

(ii) Upon sixty (60) days prior written notice to Licensee, LG&E may terminate this Master Agreement and any Site License(s) if LG&E determines that LG&E's continued performance hereunder would be illegal under applicable law or regulation or any ruling of the Kentucky Public Service Commission or any other federal, state, or local agency having regulatory jurisdiction over LG&E, or its operations or assets. To LG&E's knowledge after reasonable investigation, LG&E is unaware of any existing ruling of the Kentucky Public Service Commission or of any other federal, state, or local agency having regulatory jurisdiction over LG&E, its operations or its assets or any published decision of an appellate court with jurisdiction that would make LG&E's performance hereunder illegal.

(iii) Upon sixty (60) days prior written notice to Licensee, LG&E may terminate this Master Agreement and any Site Licenses if LG&E determines that termination is required (A) to preserve LG&E's right




permit which is necessary for LG&E's business or operations, or (B) to avoid any forfeiture by LG&E and KU Energy LLC, the parent company of LG&E, of its current status as a company exempt from registration under the Public Utility Holding Company Act of 1935, as amended, or any rules or regulations promulgated thereunder ("PUHCA") or to avoid any negative impact on the PUHCA status of PPL Corporation, the parent of LG&E and KU Energy LLC. LG&E shall provide a copy of the opinions and access to the outside counsel to Licensee, at Licensee's expense, for Licensee to obtain withdrawal or modification of the opinion prior to terminating this Master Agreement or any Site License(s) To LG&E's knowledge after reasonable investigation, this Master Agreement does not as of the date of this Master Agreement (A) adversely affect the preservation of LG&E's rights under any franchise or permit which is necessary for LG&E's business or operations, nor does this Master Agreement (B) result in any forfeiture by LG&E and KU Energy LLC, the parent company of LG&E, of its current status as a company exempt from registration under PUHCA, or any rules or regulations promulgated thereunder or result in any negative impact on the PUHCA status of PPL Corporation, the parent of LG&E and KU Energy LLC.

(iv) Upon sixty (60) days prior notice to Licensee, LG&E may terminate this Master Agreement and any Site License(s) and Options if LG&E determines that any portion of the Equipment located on the Utility Structures is being used by Licensee in any manner that competes with, or that directly facilitates competition with, LG&E's or its Affiliates' meter reading business or that attempts sales of electrical and/or gas services to current electrical and gas services customers of LG&E or its Affiliates. LG&E represents and warrants to Licensee that as of the date of this Agreement, the use of the Utility Structures by Licensee for the limited purpose of operating a PCS wireless communications system does not compete with or directly facilitate competition with, LG&E's or its Affiliates' meter reading business or the provision of services to existing electrical or gas customers.

In the event of a termination of any Site License by LG&E pursuant to subparagraph (a)(ii), (iii) or (iv), LG&E shall immediately refund in full to Licensee any License Fee which was paid by Licensee in advance of and which remains unearned as of the date of termination, plus a portion of the actual documented costs incurred by Licensee in the development of the Site, not including the costs of the Equipment, less a sum which is equivalent to the total Site Costs multiplied by a fraction, the numerator of which shall be the number of months that Licensee operated the Equipment on the facility and the denominator of which shall be sixty (60) months.

(b) By Licensee. In addition to the provisions of Paragraph 11, ~~Licensee shall have~~ the right to terminate this Master Agreement or any specific Site License(s) LG&E (other than as set forth below) as follows:

KENTUCKY PUBLIC SERVICE COMMISSION
Given R. Shinoh Executive Director

EFFECTIVE 1/10/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(i) Upon sixty (60) days prior written notice to LG&E, Licensee may terminate this Master Agreement and any Site License(s) if Licensee does not obtain all permits or other approvals required from any governmental authority to operate the Equipment after using its best efforts to do so, or if any such permit or approval is canceled, expires or is withdrawn or terminated at no fault of Licensee.

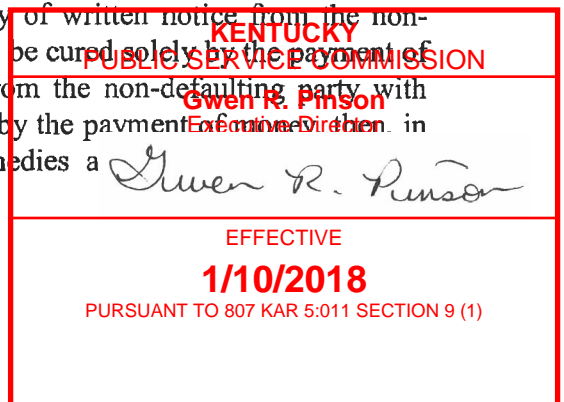
(ii) Upon sixty (60) days prior written notice to LG&E, Licensee may terminate the pertinent Site License(s) if LG&E fails to have ownership or control of the Utility Structure sufficient to provide the Site Licenses hereunder, unless LG&E shall have acquired ownership or control of the applicable Utility Structure within the Notice period.

(iii) Upon sixty (60) days prior written notice to LG&E, Licensee may terminate the pertinent Site License(s) if Licensee reasonably determines, based on soil bearing tests, structural tests, radio frequency propagation tests, or interference with Licensee reception or transmission, that the Utility Structure is inadequate or is otherwise unsuitable for the uses intended by Licensee or would be duplicative of one or more other wireless facilities within Licensee's wireless network or anticipated to be within such network in the near future.

(c) In the event of a termination pursuant to Subparagraph (a) or (b) hereof, the parties shall pay and perform obligations which 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, subject to the provisions of Paragraphs 7, 8, 37 and 41, and subject to any other provisions of the Master Agreement and any Site License(s) which by their terms are intended to survive the expiration or termination of the Master Agreement and any Site License(s). Accordingly, Licensee shall be obligated to make any License Fee payments under Paragraph 6 for monthly periods, or portions thereof, which occur prior to the effective date of termination, and for periods after the effective date of the termination until all Equipment is removed from the Site, prorated for partial months. The parties shall cooperate to acknowledge in writing the date all Equipment is removed from the Site and the effective date of termination.

11. **Default or Breach.**

If either party is in default under or breaches this Master Agreement or the applicable Site License(s) (the "Pertinent Agreement(s)") and such default or breach continues for a period of (a) forty-five (45) days following receipt by the defaulting party of written notice from the non-defaulting party with respect to a default or breach which may be cured solely by the payment of money, or (b) sixty (60) days following receipt of notice from the non-defaulting party with respect to a default or breach which may not be cured solely by the payment of money, in either event, the non-defaulting party may pursue any remedies a



defaulting party under applicable law, including, but not limited to, the right to terminate the Pertinent Agreement(s). Nothing contained herein shall be deemed to restrict the non-defaulting party's right to pursue money damages from the defaulting party for any breach or default which does not continue for the requisite time required for a termination of the Pertinent Agreement(s) under (a) or (b), above, including, but not limited to, the imposition of interest at the rate of the lesser of (a) eighteen percent per annum, or (b) the highest amount provided by law, which may be imposed on all monetary non-payments that continue for ten (10) days after such payments are due. If the non-monetary default or breach may not reasonably be cured within a sixty (60) day period, the Pertinent Agreement(s) may not thereafter be terminated if the defaulting party promptly commences and proceeds with reasonable diligence to fully cure the default or breach; provided that if such default is not thereafter cured for any reason within one hundred twenty (120) days, the non-defaulting party may then immediately terminate the Pertinent Agreement(s) upon written notice to the defaulting party. The non-defaulting party shall be excused from performing its covenants hereunder for any period during which the defaulting party is attempting to cure its default with no liability to the defaulting party. The provisions of Paragraph 10(c) shall also apply in the event of a termination of the Pertinent Agreement(s) pursuant to this Paragraph 11, except to the extent that it could be construed as limiting the remedies of the non-defaulting party following such termination for the default or breach.

12. **Relocation.**

(a) Upon reasonable prior written notice delivered to Licensee (except in emergency or dangerous situations in which LG&E will give only as much prior notice as reasonable under the circumstances), LG&E has the right to alter, replace, relocate, remove or abandon (collectively, "Relocate") any of its Utility Structures upon which any Equipment is then installed or which is subject to an Option or Site License hereunder, consistent with normal operating and maintenance procedures and prudent utility practices, with no obligation or liability to Licensee except as set forth herein; and LG&E will use its best efforts to provide an alternate location on its relocated or other Utility Structures for any part of the Equipment needing to be relocated should this occur. In the event that a relocation of Equipment pursuant to this Section 12(a) results in the obsolescence or lack of feasibility of any Site, Licensee shall have the option to terminate the impacted Site(s) pursuant to Section 10. LG&E shall use its reasonable best efforts to provide Licensee at least one hundred eighty (180) days prior written notice of any such Relocation of a Utility Structure. LG&E will bear all the costs of any Relocation of the Utility Structures, and Licensee will bear all the costs of any Relocation of the Equipment, including any losses occasioned by the resulting interruption of Licensee's business or use of the Equipment.

(b) Consistent with Paragraph 10(a)(i), above, in no event will any inspection, testing, construction, installation, maintenance, repair, replacement, use, removal or relocation of the Equipment be permitted to interfere with LG&E's electric transmission or distribution services. Whenever LG&E notifies Licensee in writing that the Equipment, or Licensee's (including its

<p>KENTUCKY PUBLIC SERVICE COMMISSION <i>Gwen R. Pinson</i> Executive Director</p>
<p><i>Gwen R. Pinson</i></p>
<p>EFFECTIVE 1/10/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

activities described above, interfere with the operation of the equipment of LG&E or constitute a material hazard to the service rendered by LG&E, or fail to comply substantially with applicable codes or regulations, Licensee shall, at Licensee's expense, within forty-eight (48) hours (two (2) hours if, in LG&E's reasonable judgment, such interference is causing imminent hazard or danger to life or property) after such notice, remove, rearrange or change the Equipment to eliminate the interference, hazard, non-compliance or danger. In case of an emergency, LG&E reserves the right to remove or relocate portions of the Equipment at Licensee's expense and no liability therefore shall be incurred by LG&E because of such action, except for loss caused by the gross negligence or intentional act of LG&E. Licensee agrees to reasonably cooperate with LG&E, upon its request, to determine whether such interference, hazard, illegality or unsafe condition is occurring or is likely to occur.

- (c) Subject to Subparagraphs (a) and (b) hereof, LG&E and Licensee shall cooperate and agree on the plan and schedule of any relocation of the Equipment, including how and by whom the work should be done.


13. Removal of Equipment.

Upon the expiration or termination of any Site License for any reason, or any other action requiring removal of Equipment from the Site, Licensee shall promptly remove all Equipment from the Site, and promptly restore the Site substantially to its original condition (ordinary wear excepted) within thirty 30 days (except as provided in Paragraph 11 (Relocation) hereof, and except as may be required to comply with the relevant easements), and at Licensee's sole expense. In addition to the foregoing, in the event Licensee shall install Equipment on any Site and shall thereafter discontinue its use of that Equipment for a period in excess of twelve (12) consecutive months, then Licensee shall, upon the written request of LG&E delivered at any time following that twelve (12) month period, remove that Equipment and restore the Site as provided for above, at Licensee's sole expense. In the event Licensee shall fail to remove the Equipment as required under this Paragraph 13, LG&E shall be entitled to remove the Equipment and restore the Site at Licensee's expense, and shall have no obligation or liability to Licensee for any resulting damage to the Equipment, or any obligation to store or otherwise maintain the Equipment thereafter. Any Equipment not removed pursuant to this Paragraph 13 shall be assessed a fee each month that any Equipment remains on the Site equal to double the monthly amount of the License Fee charged monthly for that Site at the time of such removal.

14. Compliance with the Law.

In connection with this Master Agreement and each Site License:

- (a) Each party shall, at its sole expense, acquire and maintain all necessary permits, franchises, zoning and regulatory approvals, consistent with Paragraph 8, above.
- (b) Each party shall, at its sole expense, comply with all applicable laws, ordinances, and regulations of federal, state, county :


KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 1/10/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

including, but not limited to, the Federal Communications Commission (“FCC”), the Federal Aviation Administration (“FAA”), the Kentucky Public Service Commission (“PSC”), the U.S. Environmental Protection Agency (“EPA”), the Kentucky Natural Resources and Environmental Protection Agency (“KNREPC”), the National Electric Code (“NEC”) and the National Electric Safety Code (“NESC”) collectively (“Governmental Requirements”) provided that Licensee’s obligation to comply with the Governmental Requirements shall be limited to their application upon the Equipment and its operation and further provided that LG&E’s obligation to comply with the Governmental Requirements shall be limited to their application to the Utility Structures.

- (c) Licensee, at its sole expense, shall comply with any valid and enforceable directive or final, unappealable order of any public officer or government official which imposes upon LG&E or Licensee any duty arising from Licensee’s use of the Utility Structures or is required by reason of a breach of any of Licensee’s obligations under this Master Agreement or the applicable Site License. LG&E shall provide Licensee with a copy of any directive or final unappealable order, with which it expects Licensee to comply.
- (d) LG&E, at its sole expense, shall comply with any valid and enforceable directive or final, unappealable order of any public officer or other government official which imposes upon LG&E or Licensee any duty arising from LG&E’s use of the Utility Structures or is required by reason of a breach of any of LG&E’s obligations under this Master Agreement or the applicable Site License.

15. **Safety.**

Licensee shall use Licensee’s best efforts to 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 occurring by reason of the construction, installation, use, maintenance, repair, removal, replacement or relocation of the Equipment on the Site(s) or any of Licensee’s other activities hereunder. Licensee shall perform its activities in such a manner, and employ such methods and procedures, as to make it unnecessary for LG&E to de-energize any of its electric lines for the safety or convenience of Licensee (including its employees, agents and contractors), and Licensee hereby releases and indemnifies LG&E from the consequences of any failure to so de-energize its electric lines for such purpose. If LG&E’s equipment is de-energized for installation or maintenance, LG&E, at its sole and absolute discretion, will determine when such action will be taken and for how long, but will provide notice to Licensee prior to re-energizing in accordance with LG&E’s standard operating procedures. Without limiting the generality of the foregoing, Licensee, in performing its activities hereunder, shall comply with all applicable LG&E written safety rules and regulations. Upon Licensee’s request, LG&E shall make a copy of such written safety rules and regulations available to Licensee.

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 1/10/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

16. **Insurance.**

A. For the entire duration of this Master Agreement (and thereafter until the completion of this Master Agreement) on a per occurrence basis with respect to this Master Agreement, Licensee or contractor shall provide and maintain, and shall require any of its subcontractors to provide and maintain substantially the same coverage as required of Licensee, the following insurance (and, except with regard to workers' compensation and professional liability, naming LG&E as additional insured as their interest may appear under this Master Agreement and waiving rights of subrogation under worker's compensation against LG&E and its insurance carrier(s)), and Licensee or contractor shall submit evidence of such coverage(s) of Licensee or contractor to LG&E prior to the start of the work and, furthermore, as hereinafter specified:

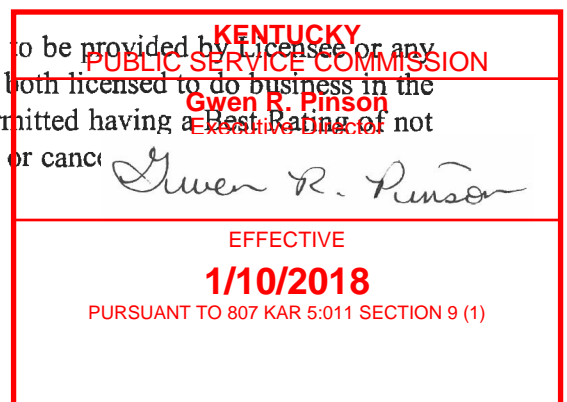
- (a) Workers' Compensation and Employer's Liability Policy, which shall include:
 - 1) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of the state where the Work is performed;
 - 2) Employer's Liability (Coverage B) with minimum limits of One Million Dollars (\$1,000,000) Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee; \$1,000,000 Disease-Policy Limit;
 - 3) INTENTIONALLY OMITTED
 - 4) Broad Form All States Endorsement.

- (b) Commercial General Liability Policy, which shall have limits of Three Million Dollars (\$3,000,000) each occurrence; and Three Million Dollars (\$3,000,000) general aggregate including Products/Completed Operations Aggregate Personal and Advertising Injury
 - 1) INTENTIONALLY OMITTED
 - 2) Blanket Written Contractual Liability and
 - 3) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).

- (c) 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 Three Million Dollars (\$3,000,000) each occurrence with respect to contractor's vehicles assigned to or used in performance of Work under this Master Agreement.

- (d) To the extent applicable, if engineering or other professional services will be separately provided by contractor as specified in the statements of work, then Professional Liability Insurance with limits of Three Million Dollars (\$3,000,000) per claim aggregate.

B. Quality of Insurance Coverage: The above policies to be provided by Licensee or any contractor shall be written by insurance companies which are both licensed to do business in the state where the work will be performed and authorized or permitted having a Best Rating of not less than "A-". These policies shall not be materially changed or cancelled.



days written notice to LG&E from Licensee or contractor and the insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to: Attention: Manager, Supply Chain, LG&E and KU Services Company, P.O. Box 32020, Louisville, Kentucky 40232.

C. Other Notices: Licensee or contractor shall provide notice of any accidents or claims at the Work site to LG&E's Manager, Risk Management at LG&E and KU Services Company, P.O. Box 32030, Louisville, Kentucky 40232 and Company's site authorized representative.

17. **Indemnity.**

Licensee. Licensee hereby agrees to release, indemnify, and hold harmless LG&E, its parent and its Affiliates and all of their respective directors, officers, contractors, agents and employees from and against any and all actions or causes of action, claims, demands, liabilities, losses, damages and costs (including without limitation, reasonable attorney's fees) (collectively, "Damages") resulting from injuries to persons (including without limitation, injuries to LG&E, its employees or third parties) or damages to property (including without limitation, property of LG&E or third parties), or violations of applicable federal, state, or local laws or regulations, or any third party claims, arising out of Licensee's construction, installation, use, maintenance, repair, ownership, operation, relocation, replacement or removal of the Equipment or any equipment or facilities relating thereto, or out of any work performed or operations conducted by Licensee or its employees, agents or contractors as contemplated in this Master Agreement or the applicable Site License(s), to the extent not due to the negligence or misconduct of LG&E. The covenants of Licensee set forth in this Paragraph 17(a) shall apply irrespective of whether Licensee has fulfilled its covenants set forth in Paragraph 15, and regardless of the results of Licensee's efforts (if any) under that Paragraph.

If any claim covered by Licensee's indemnity is brought against LG&E, Licensee will, at LG&E's direction and upon its request, defend the claim at Licensee's expense. Licensee will also pay any costs, reasonable attorney's fees, or judgments that LG&E incurs or is subject to in that claim, and in any action against Licensee to enforce the provisions of this Master Agreement and/or the applicable Site License(s). Notwithstanding the foregoing, neither party shall be responsible to the other for any incidental or consequential damages including lost profits.

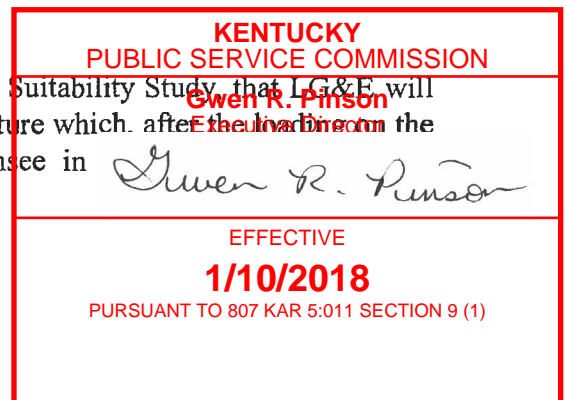
18. **Limitation of Liability.**

Notwithstanding any other provision of this Master Agreement, neither party shall be liable to the other party for any special incidental, consequential or other similar indirect damages resulting from or arising out of the breach by the defaulting party of its obligations under this Master Agreement.

19. **LG&E Warranties.**

LG&E warrants the following:

- (a) LG&E warrants that, based upon a completed Suitability Study, that LG&E will not offer to Licensee for Option a Utility Structure which, after the live load on the Structure is increased as specified by Licensee in



applicable Tracking Document, will not meet allowable structural limits permitted by the NESC - Medium Loading District.

- (b) LG&E has authority to enter into this Master Agreement and the associated Site License(s), and is not violating its charter or by-laws, or any applicable law, rule or agreement in entering into this Master Agreement or any Site License.
- (c) All required corporate action has duly authorized the signing and performing of this Master Agreement and the associated Site License(s). LG&E's signatories are authorized to sign this Master Agreement and the associated Site License(s), and the joinder or consent of any other party, including a court or trustee or referee, is not necessary to validate the signing and performing of this Master Agreement and the associated Site License(s).
- (d) This Master Agreement and the associated Site License(s) are legal, valid and binding obligations of LG&E, enforceable against LG&E in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by general equitable principles. LG&E covenants and agrees with Licensee that upon Licensee paying the License Fee and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly use and enjoy the Site.
- (e) LG&E warrants that it will not permit the installation by any third party(ies) of any future Equipment on a Utility Structure subject to a Site License which results in material interference problems with Licensee's then existing equipment.

20. **Disclaimer of Warranties.**

LG&E HEREBY DISCLAIMS ALL WARRANTIES AS TO THE FOLLOWING:

(a) **LG&E DISCLAIMS ALL WARRANTIES THAT ANY OF ITS EASEMENTS, RIGHTS OF WAY, LICENSES, PERMITS OR FRANCHISES ARE SUFFICIENT FOR THE ATTACHMENT OR INSTALLATION OF THE EQUIPMENT TO OR UPON THE UTILITY STRUCTURES;**

(b) **LG&E DISCLAIMS ALL WARRANTIES THAT ITS UTILITY STRUCTURES WILL BE SUITABLE FOR USE BY LICENSEE FOR THE PURPOSE WHICH LICENSEE INTENDS;**

(c) **LG&E DISCLAIMS ALL WARRANTIES OF TITLE, ZONING, LEGAL DESCRIPTION AND ENVIRONMENTAL CONDITIONS; AND**

(d) **LG&E DISCLAIMS ALL WARRANTIES THAT LG&E'S ELECTRIC TRANSMISSION OR DISTRIBUTION EQUIPMENT, ANY USE**

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director
<i>Gwen R. Pinson</i>
EFFECTIVE 1/10/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

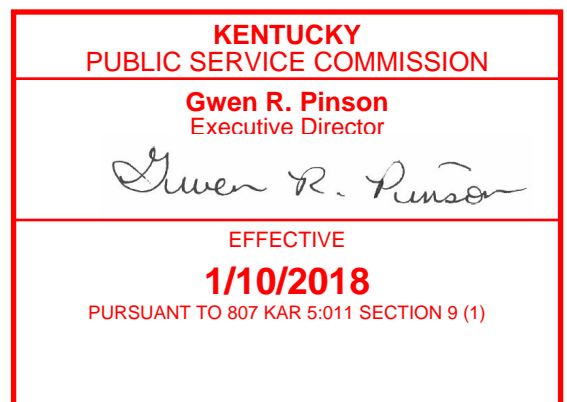
OR ANY OTHER EQUIPMENT OF LG&E, WILL NOT INTERFERE WITH LICENSEE'S WIRELESS EQUIPMENT, SYSTEM AND/OR COMMUNICATIONS.

IN ADDITION, LG&E HEREBY DISCLAIMS ANY AND ALL WARRANTIES OTHER THAN THOSE SET FORTH IN SUBPARAGRAPH 19 OF THIS MASTER AGREEMENT, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE UTILITY STRUCTURES, EASEMENTS OR LICENSEE'S USE THEREOF.

21. **Licensee Warranties.**

Licensee warrants the following:

- (a) Licensee will exercise its rights hereunder in a manner which shall not violate any applicable federal, state, or local law or regulations or materially interfere with the use of the Utility Structure(s) by either LG&E, its parent, its Affiliates or its other Licensees, except as provided in Paragraph 19(e).
- (b) Licensee has the authority to enter into this Master Agreement and the associated Site License(s), and is not violating its charter or by-laws, or any applicable law, rule or agreement in entering into this Master Agreement and the associated Site License(s).
- (c) Licensee has taken all duly required partnership action to authorize the signing and performing of this Master Agreement and the associated Site License(s). Licensee's signatories are authorized to sign this Master Agreement and the associated Site License(s), and the joinder or consent of any other party, including court or trustee or referee, is not necessary to validate the signing and performing of this Master Agreement and the associated Site License(s).
- (d) This Master Agreement and the associated Site License(s) are the legal, valid and binding obligations of Licensee, enforceable against Licensee in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by general equitable principles.



22. **Taxes in General.**

Except for Personal Property Taxes (as defined below), LG&E and Licensee shall each be entirely responsible for, and must pay without reimbursement or indemnification, all taxes, assessments, fees, levies or other governmental impositions (together with applicable interest and penalties) for which each is or will become liable by law or rule because of their ownership or use of the Equipment or their performance under this Master Agreement and every Site License. Licensee is the sole owner of the Equipment for income tax purposes. LG&E is the sole owner of the Utility Structure(s) for income tax purposes. Licensee shall pay all taxes, assessments, charges, fees, and licenses directly attributable to its use of LG&E's Utility Structures, easements or real property.

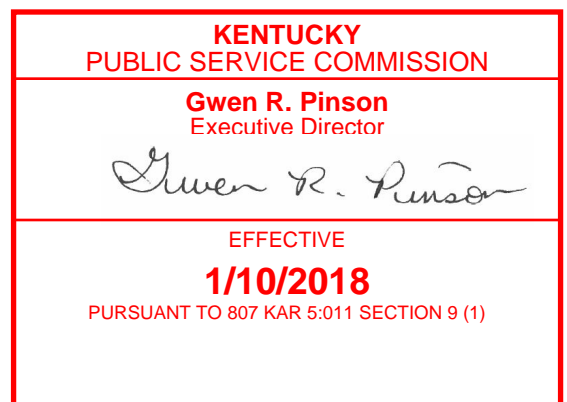
23. **Property Taxes.**

Licensee must pay, and indemnify LG&E from, all personal property taxes and taxes in lieu of personal property taxes lawfully levied or imposed, now or in the future, directly on or concerning the Equipment, together with interest and penalties lawfully imposed or assessed concerning the Equipment ("Personal Property Taxes"). LG&E must pay and indemnify Licensee from all other property taxes (other than Personal Property Taxes) and any taxes in lieu thereof lawfully levied or imposed, now or in the future, on or concerning any property, real or personal, of LG&E (including the Utility Structures), together with interest and penalties lawfully imposed or assessed. Licensee shall pay increase in real property taxes chargeable to LG&E attributable to Licensee's Equipment being on LG&E's Utility Structures or real property.

24. INTENTIONALLY LEFT BLANK.

25. **Liens.**

In the event any construction lien or other encumbrance shall be placed on the Equipment because of the actions of LG&E or on the Utility Structures because of the actions of Licensee, that party shall promptly discharge the lien or release the encumbrance (by payment, posting of bond, court deposit, or other means) without cost or expense to the other party, and hereby agrees to indemnify the other party for any and all Damages that may be suffered or incurred by such party by reason of, or in releasing or discharging, the lien or encumbrance. Notwithstanding the foregoing, LG&E hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Equipment or any portion thereof, regardless of whether or not the same is deemed real or personal property under Applicable Law.

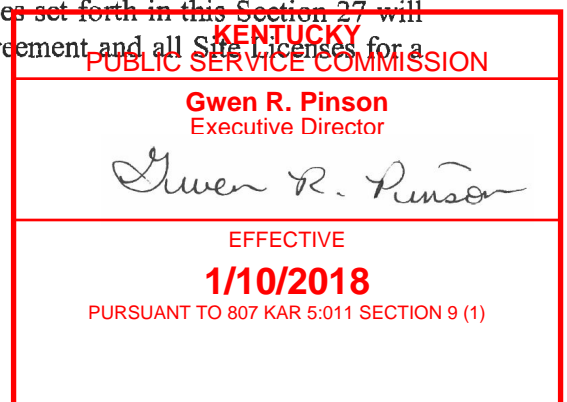


26. **Relationship of Parties and Independent Contractor Status.**

Neither LG&E nor Licensee shall be deemed to be a partner, agent or joint venturer with or of the other by reason of this Master Agreement or any Site License or the consummation of the transactions contemplated hereby. LG&E and Licensee shall perform their duties under this Master Agreement and each Site License as independent contractors, and at their own risk. Neither LG&E nor Licensee shall at any time hold itself out as being a partner, co-venturer, or agent of the other. Each party shall be solely responsible for the errors, acts or omissions of its employees and agents (including its contractors) while acting in the scope of their employment or engagement by that party, and shall indemnify and hold the other party harmless for such errors, acts or omissions.

27. **Confidentiality and Publicity.**

Each party acknowledges that, in the course of the performance of this Master Agreement, it may have access to privileged and proprietary information claimed to be unique, secret, and confidential and which constitutes the exclusive property or trade secrets of the other party. This information may be presented in documents marked with a restrictive notice or otherwise tangibly designated as proprietary, or disclosed during oral discussions, at which time representatives of the disclosing party will specify that the information is proprietary. Unless jointly agreed to in writing, neither LG&E nor Licensee shall knowingly disclose to third parties any proprietary information received from the other party(s) in connection with this Master Agreement, nor shall they disclose the terms of this Master Agreement to any other person or entity (other than to their respective Affiliates, directors, officers, employees, agents and contractors who have a need to know the same, and to persons or entities of the type described in (b), below), unless required in order to prosecute or defend any claim in an action involving any of the parties hereto, or unless required by any court or governmental agency or regulatory body having competent jurisdiction. The parties shall each protect proprietary information received from the other with the same degree of care that they would take to protect their proprietary information, and each party shall be responsible for ensuring that its directors, officers, employees, agents and contractors who have access to the confidential or proprietary information of the other party, maintain the confidentiality of such information in accordance with this Section 27. However, the parties shall have no obligation to keep confidential any information that is or becomes in the public domain through no fault of their own. No party shall issue news releases or publicize, or issue advertising, which references the other party, this Master Agreement, or any provision hereof, without first obtaining the written approval of the other party; provided, that the foregoing restriction shall not prevent the disclosure by a party of any proprietary information to the extent (a) in the opinion of that party's legal counsel, such disclosure is required by any law, regulation or rule of any securities exchange, or (b) such disclosure is made to a person or other entity that is itself bound to maintain the confidentiality of the same pursuant to a written confidentiality agreement with the disclosing party consistent with the provisions of this Section 27. The obligations of the parties set forth in this Section 27 will survive any latest expiration or termination of this Master Agreement and all Site Licenses for a period of two years.



28. **Notices.**

Any notice, request, demand or other communication required or permitted to be given or made shall be in writing, and shall be deemed to have been delivered five days after deposit in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid, on confirmed receipt if sent by facsimile transmission with return confirmation, or on confirmed delivery if delivered to a reliable overnight courier service postage prepaid, in each case addressed to the other party as set forth below or to its facsimile number set forth below:

LG&E: Vice President, Electric Distribution
LOUISVILLE GAS AND ELECTRIC COMPANY
220 W. Main Street
Louisville, KY 40202
Phone: (502) 627-4743
Fax: (502) 627-4165

with a copy to: Office of the General Counsel
And Corporate Secretary
LOUISVILLE GAS AND ELECTRIC COMPANY
220 W. Main Street
Louisville, KY 40202

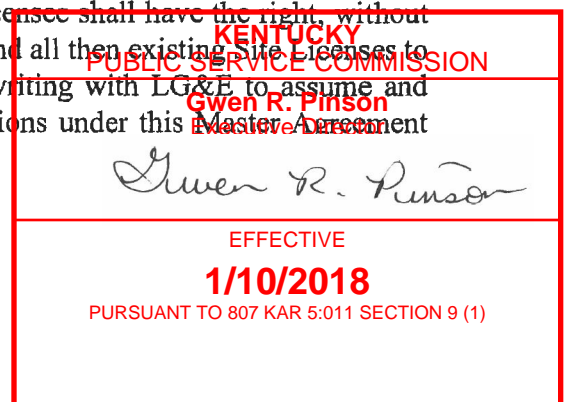
Licensee: Cellco Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921

Attention: Network Real Estate

The parties may from time to time designate any other address or facsimile number for this purpose by written notice to the other party.

29. **Assignments, Successors and Assigns.**

This Master Agreement and each Site License binds and benefits LG&E and Licensee, and their successors and assigns. However, except as otherwise provided in this Master Agreement, Licensee may not assign, sublease, or transfer (by operation of law or otherwise) any interest in or obligation under this Master Agreement or any Site License without the prior written consent of LG&E. Notwithstanding the foregoing, Licensee shall have the right, without the consent of LG&E, to fully assign this Master Agreement and all then existing Site Licenses to any of the following; provided the assignee first agrees in writing with LG&E to assume and undertake to perform and discharge all of Licensee's obligations under this Master Agreement



and the Site License(s), and provided further, that no such assignment shall be deemed to release or discharge Licensee from any of its obligations hereunder and under the Site Licenses:

- (a) any Affiliate of Licensee or partner of Licensee;
- (b) any partnership, venture or new entity formed by Licensee, controlled by Licensee and to which Licensee has contributed all or substantially all of Licensee's assets; or;
- (c) any purchaser of substantially all of the assets of Licensee.

Any assignment of this License that is entered into by LG&E or Licensee shall be subject to the provisions of this License. Additionally, Licensee may, upon notice to LG&E, mortgage or grant a security interest in this Master Agreement and the Equipment, and may assign this License and the Equipment to any such Secured Parties or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, LG&E shall execute such consent to leasehold financing as may reasonably be required by Secured Parties, provided the Secured Parties agree to attorn to LG&E pursuant to documentation reasonably required by LG&E, and provided further no easements or other interests in land shall be encumbered. LG&E agrees to notify Licensee and Licensee's Secured Parties simultaneously of any default by Licensee and to give Secured Parties the same right to cure any default as Licensee. LG&E hereby waives any and all lien rights LG&E may have, statutory or otherwise, in and to the Equipment or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

30. **Condemnation.**

If any part of the System is condemned or otherwise taken by powers of eminent domain, LG&E's interest will be severed from Licensee's interest and condemnation awards shall be specifically allocated between their respective interests as allowable by law.

31. **Brokers.**

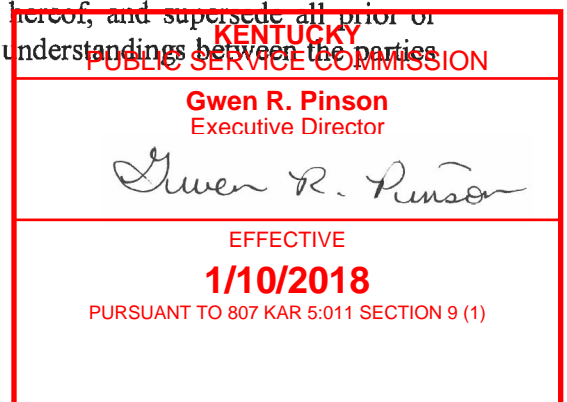
LG&E and Licensee warrant to each other that neither has dealt with any broker or agent concerning the transaction contemplated by this Master Agreement and that neither will deal with any broker or agent concerning the transaction related to any Site License.

32. **Costs.**

Each party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Master Agreement and each Site License.

33. **Entire Agreement.**

This Master Agreement and all associated Site License(s), contain the entire agreement between LG&E and Licensee relating to the subject matter hereof, and supersede all prior or contemporaneous oral or written agreements, statements and understandings between the parties relating thereto.



34. **Amendment; Modification.**

This Master Agreement and any Site License can be amended or modified only by a written agreement signed by LG&E and Licensee.

35. **Severability.**

If any part of this Master Agreement or any particular Site License is held invalid, the rest of that Agreement will remain in full effect, but only if and to the extent the continued enforcement of the remainder of the Agreement would not frustrate the parties' essential objectives as expressed herein, and would not deny one party a material portion of the benefits bargained for by it in the Agreement.

36. **Applicable Law.**

This Master Agreement and all Site Licenses shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to the conflicts of laws rules of that state.

37. **Survival of Indemnities.**

All indemnities, releases, representations, and warranties in this Master Agreement or any agreement document, or certificates delivered under this Master Agreement will survive the expiration or other termination of this Master Agreement for any reason, and any investigation made by any party.

38. **No Waivers.**

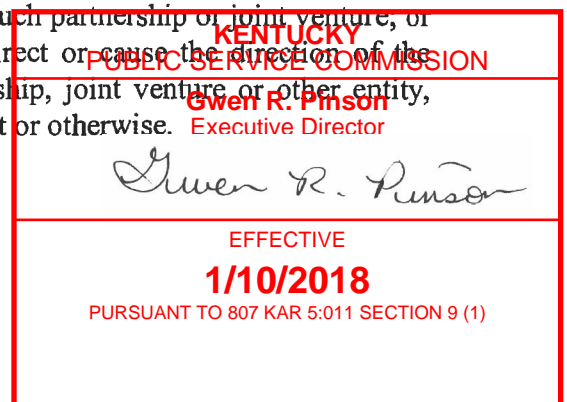
A failure by any party hereunder to object to or to exercise its rights with respect to a default by the other party hereunder shall never constitute a waiver of the right later to object to or to exercise its rights with respect to the same default or any other default and shall not be deemed to amend the provisions of the Pertinent Agreement.

39. **Third-Party Beneficiaries.**

The rights, licenses, and privileges granted hereunder shall not inure to the benefit of any person not a party to this Master Agreement.

40. **Affiliates.**

As used in this Master Agreement and any Site License, an "Affiliate" of a party shall mean any corporation, partnership, joint venture, or other entity controlled by, controlling or under common control with such party. As used in this Paragraph, the term "control" shall mean: (a) the ownership, directly, indirectly, beneficially or otherwise, of (i) 40% or more of the outstanding voting securities (or their equivalent) of the relevant corporation, partnership, joint venture or other entity, or (ii) partnership interests and limited partnership interests constituting, in the aggregate, 40% or more of the total equity interests in such partnership or joint venture, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the relevant corporation, partnership, joint venture or other entity, whether through the ownership of voting securities, by contract or otherwise.



41. **Remedies Cumulative.**

Any and all rights and remedies afforded a party under the Pertinent Agreement shall be cumulative to the fullest extent permitted by applicable law, and shall not preclude the exercise by such party of any and all other rights or remedies which may now or hereafter be available to it in law or in equity. Neither party shall be liable to the other party for any incidental, consequential, special or other similar damages (including without limitation, lost profits) whether by reason of any breach or default by that party under this Master Agreement, any Site License(s), or otherwise.

42. INTENTIONALLY LEFT BLANK.

43. **Environmental Compliance and Hazardous Substances.**

Licensee shall conduct any construction or operation activities under this Master Agreement in strict compliance with all applicable federal, state, and local laws and regulations, including but not limited to the Clean Water Act as amended, the Resource Conservation Recovery Act as amended, the Clean Air Act as amended, KRS Chapter 224, and the regulations promulgated pursuant thereto, and other Governmental Requirements (as hereinafter defined). Licensee shall obtain all necessary environmental permits prior to undertaking any construction or operation activities and shall use its best efforts to prevent any spill or release of a Hazardous Material (as hereinafter defined) on, under, about, or within LG&E's property or property subject to LG&E's easements or other rights of way. Licensee shall immediately notify LG&E of any such spill or release or violation of applicable law or regulation. In the case of such spill, release, or violation, Licensee shall be obligated to undertake clean up and other corrective action, at its own cost, as deemed necessary by LG&E. Upon failure of Licensee to complete clean up or other corrective action in a timely manner, LG&E may complete such measure and recover the cost from Licensee.

Licensee agrees that licensee and its contractors will not use, generate, store, or dispose of any Hazardous Material (as hereinafter defined) on, under, about or within any of the Sites in violation of any law or regulation or in a manner which may result in liability to LG&E. LG&E represents, warrants and agrees (1) that neither LG&E nor, to LG&E's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within any of the Sites in violation of any law or regulation, except as disclosed herein, and (2) that LG&E will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within any of the Sites in violation of any law or regulation. LG&E and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, parent, affiliates, agents, contractors, and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs and court costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos, petroleum or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liabilit

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE
1/10/2018
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements, as hereafter defined) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Governmental Requirements" shall mean all requirements of any duly constituted public authority having jurisdiction over any of the Sites. This paragraph shall survive the termination of this Master Agreement.

44. **Marking and Lighting Requirements.**


- (a) Licensee shall construct and install the Equipment on the Sites in accordance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC").
- (b) If lighting requirements apply and a lighting automatic alarm system has been installed by LG&E, LG&E shall allow Licensee to bridge-in to the system to permit parallel alarm or to install a second alarm (to the extent permitted under the lease with such other facility tenant or licensee) if a bridge would interfere with LG&E's alarm. Licensee shall be responsible for the costs and expenses associated with maintaining the bridge or parallel alarm.

45. **Electromagnetic Emissions.**

Licensee shall at all times comply with any federal, state or local law, rule or regulation pertaining to non-ionizing radiation or electromagnetic emissions, that is either currently enacted or that may be enacted or promulgated during the term of the Master Agreement or any Site License. Licensee shall be responsible for such compliance either with respect to the Equipment individually or the integration of the Equipment with any other telecommunication facilities or other electromagnetic emitting facilities at any and all Sites. Licensee shall provide at its sole cost and expense any documentation required to evidence such compliance as well as performing all tests to obtain such required documentation. Licensee shall, at its sole cost and expense, and subject to LG&E's approval to the extent such alteration affects the aesthetics of the Equipment or required work which will impact a Site or structure, perform such alterations or adjustments that may be required during the term hereof due to a change in law or the implementation of a new law, including but not limited to a reduction of the effective radiated power of the Equipment, a change in the antenna type or a change in the height of an antenna's main lobe.

46. **Maintenance of Aesthetics.**

Licensee shall, when constructing and maintaining its Equipment, not disturb the aesthetics of the property or surface on which it places its Equipment. Any fencing, landscaping, flowers, bushes, or the like, that must be disturbed by Licensee during installation or maintenance activities must be put back into their original condition or replaced after Licensee installs or maintains its Equipment. If Licensee fails to maintain and or restore the aesthetics of any property or surface on which it places its Equipment, LG&E shall have the right, but not the obligation, to restore the property or surface to its original condition and to charge all the costs of doing so to Licensee. Licensee shall maintain any fencing or lan

KENTUCKY PUBLIC SERVICE COMMISSION Gwen R. Pinson Executive Director

EFFECTIVE 1/10/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Licensee throughout the term of this agreement. Maintenance includes, but is not limited to; prompt repair of vandalism damage to fences and replacement of damaged landscaping or landscaping that has fallen into disrepair due to the passage of time or failure to maintain it.

47. **Rooftop Sites On LG&E Property.**

Rooftop Sites are considered by LG&E on its property on a case by case basis.

48. **Mechanics Liens.**

Licensee shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against any of the Sites, including the building or any part thereof by reason of work, labor, services, or materials requested and supplies claimed to have been requested by Licensee; and if such lien shall at any time be so filed, Licensee shall cause it to be cancelled and discharged of record (by bonding or otherwise), within fifteen (15) days after notice of the filing thereof, and Licensee shall indemnify and hold harmless LG&E from any loss incurred in connection therewith.

49. **Not a Lease.**

This Master Agreement is not a Lease and does not create a tenancy of any type.

50. **Authority.**

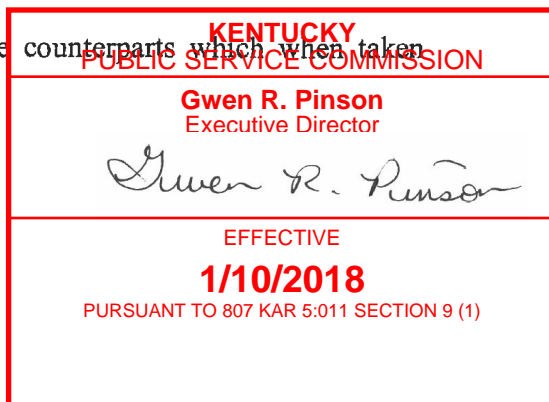
Each person whose signature appears on this Master Agreement represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this agreement.

51. **Force Majeure.**

In the event performance of this Master Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vender, changes requested by Licensee, or any other circumstances beyond reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused of its obligations on a day to day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

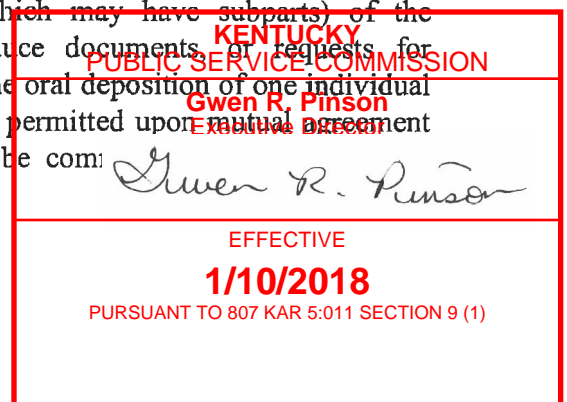
52. **Counterparts.**

This Master Agreement may be executed in multiple counterparts which, when taken together, constitutes a complete, fully executed document.



53. **Dispute Resolution.**

- (a) **Alternative Dispute Resolution.** The Parties desire to resolve disputes arising out of or relating to this Master Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purpose of this Master Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their sole remedy with respect to any controversy or claim arising out of or relating to this Master Agreement or its breach. Provided, however, that the Kentucky Public Service Commissions (“KPSC”) is the forum for the resolution of issues that involve the interpretation of KPSC rules and policy subject to review by other state or federal tribunals as provided by law.
- (b) **Negotiations.** At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Master Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- (c) **Arbitrations.** If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be com

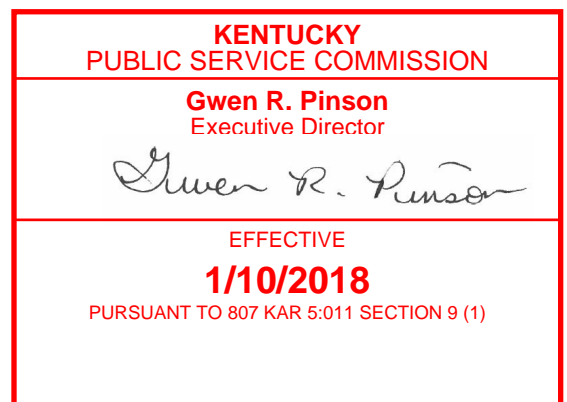


Business Days of the demand for the arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon showing of good cause. Judgment upon the reward rendered by the arbitrator may be entered in any court having jurisdiction.

- (d) Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 53 (b) directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

- (e) Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including but not limited to search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK



58. **Continuous Service.**

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Master Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Agreement through their authorized signatories effective as of the date first written above but actually on the dates set forth below.

LOUISVILLE GAS AND ELECTRIC COMPANY

By: 

~~Denise Simon~~

Chris Talley

Title: Director

Date: 10-30-2017

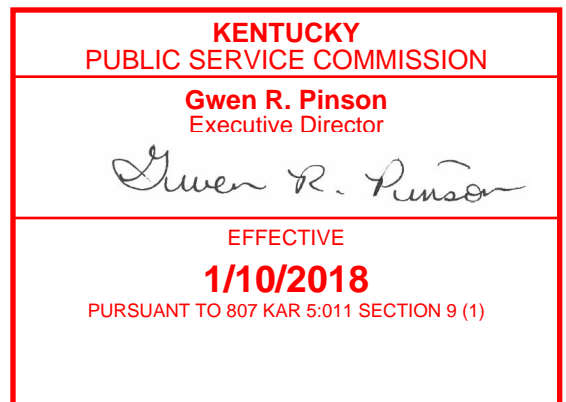
CELLCO PARTNERSHIP, d/b/a Verizon Wireless, LICENSEE

By: 

Lynn Cox

Title: Vice President – Field Network

Date: 9/5/17



Site #

EXHIBIT A

UTILITY STRUCTURE TRACKING DOCUMENT

I. SITE REQUIREMENTS

(To Be Completed By Verizon.)

General Location: _____

Min. and Max. Antenna Heights: _____

Access Required: _____

Access To Services (i.e. power, telephone, etc.): _____

Physical Specs. of Equip.: _____

Other: _____

Sprint Spectrum L.P. Signature

Date

II. UTILITY STRUCTURE UNDER CONSIDERATION

(To Be Completed By LG&E and Signed By Both Parties)

Description: _____

Modification To Original Requirements: _____

Verizon Signature

Date

LG&E Signature

Date

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 1/10/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Site #

III. REVOCATION OF CONSIDERATION

(To Be Completed By Verizon, If Necessary)

Per the terms of the Agreement, Sprint Spectrum L.P. hereby removes this Site from consideration.

Verizon Signature Date

IV. DISAPPROVAL OF EASEMENT

(To Be Completed By Verizon, If Necessary)

Reason: _____

Proposed Modification: _____

Verizon Signature Date

V. UTILITY STRUCTURE UNDER OPTION

(To Be Completed By LG&E)

Description _____

LG&E Signature Date

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 1/10/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Site #

VI. EXERCISE OF OPTION

(To Be Completed and Acknowledged by Verizon and LG&E)

Per the terms of the Master Agreement, Verizon hereby exercises its right to a Site License from LG&E for this Site. Upon delivery to LG&E of this Utility Structure Tracking Document, signed below by Verizon, LG&E shall be deemed to have granted a Site License for this Site to Verizon, and the terms and conditions in this document, as well as the relevant terms and conditions of the Master Agreement, which are incorporated herein by reference, shall constitute the Site Agreement for the Site.

Terms and Conditions applicable only to this Site: _____

Verizon

By: _____

Title: _____

Date: _____

Acknowledgment of Receipt of Verizon's Exercise and LG&E's Grant of License:

Louisville Gas and Electric Company

By: _____

Title: _____

Date: _____

