

Contract for Attachments to Company Structures

This Contract made and entered into this 17 day of August, 2018 by and between the **University of Louisville Athletics Association**, ("Attachment Customer"), whose mailing address is [Address], and **Louisville Gas And Electric Company** ("Company"), a Kentucky corporation, 220 West Main Street, Louisville, Kentucky 40202.

Witnesseth:

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

Whereas, the Company's rate schedules on file with the Kentucky Public Service Commission do not presently set forth the rates and conditions for the attachment of Attachment Customer's facilities to its Structures; and

Whereas, Attachment Customer desires to affix and install attachments to or otherwise use the Company's Structures to serve and support its internal facilities and equipment;

The Company and Attachment Customer agree as follows:

1. The Company grants Attachment Customer the non-exclusive right to affix and install its Attachments on Company Structures for the sole purpose of serving and supporting Attachment Customer's internal facilities and equipment.

2. In exercising the right to fix and install its Attachments to the Company's Structures, Attachment Customer agrees to comply with the provisions set forth in the Company's Pole and Structure Attachment Charges Schedule ("PSA Schedule") and to the "General Terms and Conditions" contained in the Company's Electric Service Tariff on file with the Kentucky Public Service Commission, except as provided for in Paragraph 12 of this Contract. Attachment Customer further agrees that any changes or amendments to the PSA Schedule or the Company's General Terms and Conditions section of its Electric Service Tariff, as permitted or approved by the Kentucky Public Service Commission, shall also be a part of this Contract upon the effective date of such change or amendment.

3. The provisions of the Company's PSA Schedule and the "General Terms and Conditions" of the Company's Electric Service Tariff are incorporated by reference into this Contract, except as provided for in Paragraph 12 of this Contract.

4. This Contract does not confer upon Attachment Customer any right or license to attach facilities that are intended to provide telecommunication services to the public.

5. This Contract shall become effective 30 days after its filing with the Kentucky Public Service Commission unless the Kentucky Public Service Commission suspends the operation of this Contract for review pursuant to KRS 278.190, an Executive Order of the Kentucky Public Service Commission's approval of this Contract.

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

Gwen R. Pinson

EFFECTIVE

12/20/2018

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

6. This Contract shall continue in effect for a period of ten (10) years from the effective date. Provided however, that if Attachment Customer provides such services as to become a "telecommunications carrier" as that term is defined in the Company's PSA Schedule, this Contract shall immediately terminate and the attachment of any Attachment Customer facility to the Company's Structures shall be subject to the provisions of the Company's PSA Schedule. Attachment Customer agrees to provide the Company with thirty (30) days advance notice prior to Attachment Customer providing such services that would qualify it as a telecommunications carrier under the PSA Schedule. Furthermore, if the Kentucky Public Service Commission modifies any of the Company's existing rate schedules or approves the establishment of a new schedule to provide for rates or conditions of services for the attachment of facilities to the Company's Structures like those of Attachment Customer, this Contract shall terminate upon the effective date of the Kentucky Public Service Commission's action and all of Attachment Customer's attachments to the Company's Structures shall be subject to that modified or newly established schedule.

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

8. Each qualified contractor or Approved Contractor used by Attachment Customer pursuant to Section 8(h) of the PSA Schedule shall enter into a Structure Access Agreement and General Release with Company, that is substantially in the form of Exhibit A and which is attached hereto and incorporated by reference, prior to performing any work on behalf of Attachment Customer.

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

Kenny Klein
Senior Associate Athletics Director
University of Louisville
2100 South Floyd Street, SAC Rm E219
Louisville, KY 40292

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

11. Attachment Customer shall provide to the Company or before January 31 of each year a sworn written statement from its highest-ranking officer that Attachment Customer has complied with all notification requirements expressed stated herein or incorporated by reference into this Contract.

12. Term and Condition 18 of the PSA Schedule is incorporated by reference into this Contract and shall be complied with by the Attachment Customer to Kentucky law.

KENTUCKY
PUBLIC SERVICE COMMISSION

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

Louisville Gas and Electric Company

**University of Louisville
Athletics Association**

By: Denise Simon

By: Jeff Speller

Denise Simon

Name Jeff Speller

Director,
Distribution Reliability, Analytics, and
Administration

Title Assistant AD

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director <i>Gwen R. Pinson</i>
EFFECTIVE 12/20/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)