

Contract for Attachments to Company Structures

This contract is made and entered into this _____ day of _____, 20__ by and between Louisville Gas and Electric Company (“Company”) and [Attachment Customer] (“Attachment Customer”).

Witnesseth:

The Attachment Customer is an entity whose facilities are eligible for attachment to the Company’s Structures under the Company’s Pole and Structure Attachment (“PSA”) Rate Schedule contained in the Company’s Tariff for Electric Service (“Tariff”).

The Attachment Customer desires to affix and install its Attachments to or otherwise use Company’s Structures under the provisions of the Company’s PSA Rate Schedule.

The Company agrees to grant the Attachment Customer the non-exclusive right to affix and install its Attachments on Company Structures in accordance with the provisions of the Company’s PSA Rate Schedule and the Company’s Tariff General Terms and Conditions.

Semi-annually the 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 PSA Rate Schedule.

Any notice or request that the PSA Schedule requires the Company to provide to the Attachment Customer shall be sent to:

[Address]

The Attachment Customer may change the designation of its representative to be notified, and/or his or her address at any time by providing the Company notice in accordance with the provisions of the PSA Rate Schedule.

It is mutually agreed that the Company’s Tariff General Terms and Conditions and the PSA Rate Schedule, as from time to time approved by and on file with the Public Service Commission of Kentucky (“the Commission”), are incorporated into and made a part of this Contract as fully as if written herein. It is further agreed that any changes or amendments to Company’s Tariff General Terms and Conditions and the PSA Rate Schedule, as permitted or approved by the Commission, shall also be a part of this Contract upon the effective date of such change or amendment. This Contract is wholly based on the PSA Rate Schedule and the Tariff; in the event of a conflict between this Contract and the PSA Rate Schedule, the Tariff, or both, then the PSA Rate Schedule and the Tariff shall control.

The Attachment Customer shall provide to the Company on or before January 31 of each year a sworn written statement from its highest ranking officer located in Kentucky that the Attachment Customer has complied with all notification requirements of the PSA Schedule. If Attachment Customer does not have an officer located in Kentucky, then the certification shall be provided by the officer with responsibility for Attachment Customer’s operations in Kentucky.

Before deploying any strand-mounted wireless communications devices other than strand-mounted wi-fi access points, Attachment Customer shall at least 60 days prior to planned deployment advise the Company of the proposed deployment and the nature of device to permit the Company to assess the safety and loadbearing implications of the proposed deployment.

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

[Attachment Customer]

By: _____

By: _____

Dan Hawk

Director, Distribution Systems Operations

Name

Title