

POLE ATTACHMENT LICENSE AGREEMENT

BETWEEN

KENTUCKY POWER COMPANY

AND

COMMONWEALTH OF KENTUCKY

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POLE ATTACHMENT LICENSE AGREEMENT

This Agreement is entered into as of September 1, 2015 between Kentucky Power Company a Kentucky corporation (herein called "Owner"), and the Commonwealth of Kentucky with its principal office at Office of the Secretary, Finance and Administration Cabinet, 702 Capital Avenue, Room 383 Capital Annex, Frankfort, Kentucky, (herein called "Licensee"),

Background Information

- A. Licensee is requesting access to Owner's poles for the purpose of maintaining certain existing aerial wireline attachments and installing future wireline attachments (hereinafter referred to as "Attachments").
- B. Owner is willing to permit Licensee on a non-exclusive basis to place and maintain the Attachments on said poles pursuant to the terms and conditions of this Agreement, and any applicable state tariffs relating to pole attachments.

Statement of Agreement

The parties acknowledge the accuracy of the above background information and in consideration of the promises and mutual covenants set forth herein agree as follows:

1. Scope of License

Owner shall grant to Licensee a revocable, non-exclusive and limited license to make future Attachments to Owner's distribution poles in accordance with the terms of this Agreement. In addition, Owner hereby grants Licensee a revocable, non-exclusive and limited license to continue to maintain those Attachments located on Owner's poles, which are now owned by Licensee and which were permitted and approved pursuant to earlier pole attachment agreements. Upon compliance with the permitting requirements hereunder, Licensee shall only use the Attachments for the purpose set forth within the attached Exhibit A. An Attachment shall be a single point of wireline contact utilizing no more than one foot of vertical space on each pole and no more than twenty percent (20%) of each pole's loading capacity. Nothing in this Agreement shall be construed as a grant by Owner of an exclusive license, right or privilege to Licensee, nor as a limitation, restriction, or prohibition upon Owner's right to grant interests to third parties to the poles licensed hereunder.

All poles covered by this Agreement remain the property of Owner regardless of any payment by Licensee toward their cost. No use, however extended, of Owner's poles or payment of any fee or charge required hereunder shall create or vest in Licensee any claim of right, possession, title, interest or ownership in such poles. Nothing in this Agreement shall be construed to compel Owner to construct, reconstruct, retain, extend, repair, place, replace or maintain any pole which, in Owner's sole discretion, is not needed for its own purposes. Owner and its successors and assigns shall have the right to operate, relocate and maintain its poles and

attendant facilities in such a manner as will best enable it, in its sole discretion, to fulfill its service requirements.

2. Permitting of Attachments

Licensee shall submit a pole attachment construction proposal in a format acceptable to Owner (a "Proposal") prior to installing or modifying (including but not limited to overlashing of existing Attachments) any Attachments on any pole of Owner. The Proposal shall contain a statement describing the type of service to be provided for the new or modified attachment (cable service or telecommunications) and all information necessary for Owner to evaluate how such Attachment or modification will affect the integrity and use of the pole including but not limited to, the type of attachment (through bolt, J hook, etc.), conductor type, messenger size, bundle size and configuration, proposed position on pole, the weight of the attachment, and the stringing tension. Upon receipt of a complete Proposal Owner shall have the option to review the design, strength and loading characteristics of each pole Licensee seeks to occupy to determine whether such poles can accommodate such proposed Attachments ("Engineering Review") and to then notify Licensee whether such Attachments can commence without modifications or rearrangement of the poles or whether certain actions must be undertaken prior to Licensee's construction of the proposed Attachments.

If Owner has not exercised its option to conduct Engineering Review within forty-five (45) days of Owner's receipt of the Proposal, then Licensee may submit such Proposal to a contractor which Owner has approved to conduct Engineering Reviews ("Approved Contractor"). The Approved Contractor shall then conduct such Engineering Review in accordance with Owner's instructions and all applicable design standards set forth within regulations or codes promulgated by any federal, state, local or other governmental authority having jurisdiction, the National Electrical Safety Code, and Owner's design standards (the "Design Standards"). Where one standard is more restrictive than the other standard, the most restrictive standard shall be applied. The Approved Contractor shall then submit such Engineering Review to Owner for further action and review.

If the Engineering Review indicates that the proposed Attachment can be accommodated on the pole without any rearrangement of existing facilities or replacement of the pole and Owner concurs with the conclusions of the Engineering Review, then Owner shall provide notice to Licensee that Licensee may proceed with construction ("Notice to Proceed"). Licensee may then proceed with the attachment of its facilities and shall give notice to Owner of its completion of such attachment within thirty (30) days of completing the work. If Licensee does not use commercially reasonable efforts to commence work on the attachments within ninety (90) days of the Notice to Proceed, then Owner shall have the option, in its sole discretion, to cancel the Proposal.

If the Engineering Review indicates that rearrangements of existing facilities in the communications space of the pole (forty inches below Owner's lowest electric equipment and above applicable ground clearance requirements (the "Communications Space")) will be required in order to accommodate the proposed Attachment, then Owner may elect to provide a cost estimate of making the pole ready (the "Make Ready Estimate") for attachment. If Owner fails to provide such Make Ready Estimate within fourteen (14) days of the completed Engineering Review, then Licensee shall be permitted to engage an Authorized Contractor to determine the Make Ready Estimate. Licensee or its Approved Contractor shall submit such Make Ready Estimate to Owner for approval and upon Owner's approval of the Make Ready Estimate, Owner shall issue a Notice to Proceed with the make ready work.

If the Engineering Review indicates that rearrangements of Owner's electric facilities will be required in order to accommodate the proposed Attachment, then Owner shall prepare a Make Ready Estimate within fourteen (14) days of the completed Engineering Review setting forth the Total Cost (as defined herein) for the rearrangement of Owner's facilities. "Total Cost" shall be defined herein as the total cost of a project or transaction, including all applicable materials, labor and overheads, and all actual or imputed time spent supervising any contractors employed for such project.

Within fourteen (14) days of Licensee's receipt of the Make Ready Estimate Licensee shall provide notice to Owner of whether Licensee is electing to have such make ready work undertaken at Licensee's expense ("Election to Proceed with Make Ready"). If Licensee fails to respond within such fourteen (14) days, then Owner may cancel the Proposal.

Upon receipt of payment for the full amount of the Make Ready Estimate Owner shall complete such make ready work within the time requirements set forth in applicable state or federal law. If Owner elects not to proceed with rearrangements or fails to complete rearrangements of facilities within the Communications Space within such state or federal required timelines, then Licensee may proceed with any legal remedies available to Licensee to rearrange third party communications facilities within the communications space. Licensee shall not make any attachments to poles identified as requiring make ready work until all such make ready work has been completed. Licensee shall provide Owner written notice of completion of the make ready work and attachment of Licensee Attachments within thirty (30) days of the attachment of Licensee's Attachments. If Licensee does not use commercially reasonable efforts to commence the work within ninety (90) days of the issuance of the Make Ready Estimate, then Owner shall have the option, in its sole discretion, to cancel the Proposal.

Unless Owner otherwise elects (in its sole discretion) to permit Authorized Contractors to rearrange Owner's electric facilities, Owner or its contractors shall perform all rearrangements of Owner's electric facilities. If the Make Ready Estimate indicates that pole replacement will be necessary in order to accommodate the Proposed Attachment, then Owner shall determine (in its sole discretion) whether to proceed with such pole replacement, and unless the parties otherwise agree Licensee shall pay the Total Cost of such pole replacement prior to Owner undertaking such work.

Owner shall invoice Licensee for the Total Cost of all expenses Owner incurs that are associated with the preparation or review of any Engineering Reviews or Make Ready Estimates. Licensee shall pay Owner in advance for any make ready work Owner elects to undertake. Any of the deadlines set forth within this Section 2 may be extended at Owner's option in cases where extensions in time for review and make ready are permitted pursuant to applicable state or federal law. The billing for any make ready work undertaken by Owner shall be based upon the Make Ready Estimate, but Owner may issue supplemental invoices if the actual cost of such make ready work exceeds the Make Ready Estimate. Licensee may also request within sixty days of the completion of any make ready work an accounting of the actual expenses incurred for such make ready work. If such actual expenses exceed the Make Ready Estimate, then Owner shall issue a supplemental invoice for such deficit and Licensee shall pay such supplemental invoice within thirty (30) days of receipt. If such accounting indicates that the actual expense was less than the Make Ready Estimate, then Owner shall reimburse Licensee the excess within thirty (30) days of such determination.

Notwithstanding the foregoing, Licensee shall be permitted to install Service Drops (as defined herein) prior to providing notice of such Attachment to Owner provided the Service Drops extend no more than two spans and Licensee certifies that the Service Drop Attachments meet all requirements set forth in the Design Standards. A "Service Drop" is defined herein as a single cable that is designed to provide service to a single building or customer and that is neither containing nor overlashed to a strength messenger. Licensee shall submit a Proposal for such Service Drop Attachments within forty five (45) days of making the Attachments, and shall comply with any make ready work Owner may determine is necessary to meet the Design Requirements.

3. Installation Standards

All Attachments and any associated equipment permitted by Owner shall be installed in a manner which does not interfere with the present or any future use which Owner may desire to make of its poles. Owner shall determine, in its sole discretion, whether the Attachments interfere with Owner's present or future pole use plans. All Attachments made hereunder shall be installed and maintained by Licensee in compliance with the Design Standards. Licensee shall identify all Attachments at each pole location using a tagging system approved by Owner.

Licensee acknowledges that the poles licensed hereunder have energized facilities installed upon them and that working in the vicinity of energized facilities poses potential dangers. At all times during the term of this Agreement, and particularly during the time of any construction, repair, or maintenance of Attachments covered by this Agreement, Licensee shall consider the electric wires of Owner to be energized. Licensee shall warn all of its employees, agents, contractors and subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers. Licensee shall take any 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 Licensee's Attachments on Owner's poles.

4. Pole Installations

- A. Poles installed in new locations: Where Owner desires to install a new pole in a location where facilities have not been previously placed, and Licensee desires to attach to such pole, Owner and Licensee shall follow the procedures set forth in this Section. Licensee shall submit a Proposal setting forth a description of the facilities, which Licensee intends to install. Owner shall make a determination of the size and height of the pole necessary to accommodate its facilities alone and shall calculate the Total Cost necessary to procure and install such pole. Owner shall then make a determination of the size and height of the pole necessary to accommodate both Owner's and Licensee's facilities. Licensee shall pay Owner the difference between the Total Cost of installing a pole to accommodate both Owner and Licensee(s) on a new pole (either as new construction or replacement of an existing pole at Owner's initiation) and the Total Cost of installing a pole that meets Owner's needs ("Incremental Cost"), if such applies. If other parties desire to attach to the same pole, then Licensee shall only be responsible for the Incremental Cost of the pole necessary to accommodate all parties, divided by the total number of attaching parties (exclusive of Owner).

Owner and other attaching parties may set aside space on poles for future development needs. Such space may, in the sole discretion of the lender, be

loaned to Licensee for attachment of Licensee's Attachments. In the event the lending party desires to reclaim such loaned space, Owner shall provide notice to Licensee of the space reclamation. Upon such notice, Licensee shall either remove its facilities from the loaned space within thirty (30) days of Owner's notice, or pay the Total Cost of replacing the pole with a pole which will accommodate all of the existing and planned attachments on the pole, including the cost of removing the old pole, and transferring the facilities of Owner and any other attaching party to the new pole. If Licensee is sharing such reclaimed loaned space with another attaching party, then Licensee and the other attaching party shall share the Total Cost of the project.

- B. Pole Replacements: Where Owner must replace or relocate a pole and such replacement or relocation is not caused by the addition of a new Licensee Attachment, Owner shall provide Licensee reasonable advance notice before undertaking such replacement or relocation. Licensee shall transfer its Attachments within ten (10) days of receiving notice that the new pole is in place. If Licensee does not transfer its Attachments within such ten (10) days, then Owner may transfer the Attachments at Licensee's expense. If Owner or another party is required to make a return trip to remove a pole as a result of Licensee failing to transfer its Attachments within the time set forth herein, then Licensee shall reimburse Owner or such third party for the Total Cost incurred by such return trip.
- C. General Issues: Licensee shall remain responsible for the Total Cost of all projects initiated by Owner as the result of a Licensee Proposal, regardless of whether Licensee elects to install the Attachments. Licensee shall be responsible for all engineering, inspection, and construction work undertaken by Owner on Owner's poles and on all third party owned poles where such work is initiated as a result of the proposed attachment of Licensee's facilities. Notwithstanding any requirement set forth in this Agreement, Owner may decline to expand the capacity of any of its pole facilities.

5. Rearrangement of Attachments

Licensee shall rearrange any of its Attachments installed hereunder in order to accommodate additional Owner or third party attachments. Such rearrangement shall be completed within thirty (30) days of receiving notice to rearrange. If Licensee does not rearrange within such thirty (30) days, then Licensee shall be deemed to have granted consent to the party seeking such rearrangement to rearrange Licensee's Attachments.

6. Guying

Any guying required pursuant to the Design Standards shall be installed by and at the expense of Licensee. Licensee shall not use any of Owner's guys or anchors. Licensee shall install its guys and anchors prior to stringing any lines or messengers.

7. Non-Standard Attachments

Licensee shall obtain the consent of Owner, which consent may be withheld in Owner's sole and absolute discretion, before installing any equipment other than Attachments ("Non-Standard Attachments") upon Owner's poles. Licensee shall submit in writing the design and installation

specifications of any proposed Non-Standard Attachment and such other data required by Owner to assess the impact of such equipment on the existing pole. Except as otherwise set forth herein, all Non-Standard Attachments approved hereunder shall be treated as an Attachment and shall be billed an annual attachment fee in accordance with Exhibit B attached hereto and incorporated herein. Owner may revise the fees set forth on Exhibit B by providing prior written notice.

8. Post Construction Inspection

Owner may conduct at Licensee's expense a post-construction inspection of all new Attachment installations or modifications of existing Attachments. In addition, Owner may make additional inspections at Licensee's expense, if Owner has reasonable cause to believe that Licensee is not maintaining its Attachments in accordance with the Design Standards and the terms of this Agreement. Owner's right to make any inspections and any inspection made pursuant to such right shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement to maintain its Attachments in accordance with the Design Standards and other prudent practices.

9. Attachment Inventory

Owner may conduct at reasonable intervals, complete field inventories of its poles for the purpose of verifying the number and location of all Attachments of Licensee in the area covered by this Agreement. Owner shall give to Licensee at least thirty (30) days prior notice of such inventory and not less than fifteen (15) days prior to the scheduled date of such inventory Licensee shall advise Owner if Licensee desires to participate (ride-along) in the inventory with Owner. Licensee shall reimburse Owner for Owner's expenses incurred in making such inventory, whether or not Licensee elects to participate (ride-along). Upon request, Owner shall furnish a summary report of such inventory within a reasonable time after its completion. Licensee shall have sixty (60) days in which to dispute the findings of such inventories by providing written notice and supporting documentation to the Owner. If no notice or supporting documentation is provided within the required timeframe, the inventory results shall be deemed conclusive.

Licensee shall at all times make and keep in full and complete form plats, maps and records showing the exact location of all Licensee facilities and equipment attached to Owner's poles.

10. Unauthorized Attachments

Any Attachment made without the written approval of Owner pursuant to the terms of this Agreement, or any prior agreement governing such facilities, shall be considered an unauthorized Attachment. The unauthorized overloading of additional cable by Licensee upon a third party's cable installed upon Owner's poles shall also be considered an unauthorized Attachment. Upon discovery of an unauthorized Attachment, Owner may elect either of the following options: (i) order Licensee to remove the Attachment within thirty (30) days, or (ii) order Licensee to permit such unauthorized Attachments pursuant to Section 2 above.

For each unauthorized Attachment, Licensee shall also pay Owner upon invoice an unauthorized Attachment fee (the "Unauthorized Attachment Fee") equal to the lesser of: i) \$100 or ii) twelve (12) times the then applicable Annual Attachment Fee. If Licensee fails to permit its unauthorized Attachments within forty-five (45) days of Owner's order to do so and then complete within 180 days of the Engineering Review any required make ready work within the

Communications Space that is identified by the Engineering Review, then upon invoice Licensee shall pay an additional Unauthorized Attachment Fee for each unauthorized Attachment that Licensee either failed to submit to Engineering Review or properly remedy equal to the greater of i) \$150 or ii) eighteen (18) times the then applicable Annual Attachment Fee. The payment of such additional Unauthorized Attachment Fees shall not relieve Licensee's obligation to permit and correct violations in accordance with Section 2. In no event shall Owner recover more than what is permissible under applicable federal or state law. Licensee shall also pay Owner any and all non-recurring administrative expenses Owner incurs as a result of processing and documenting such unauthorized Attachments. Licensee and its successors and assigns hereunder acknowledge and agree that they are responsible for all Unauthorized Attachment Fees due hereunder which are not collected from a predecessor owner of Licensee's facilities, regardless of whether such unauthorized Attachments were made by such predecessor.

11. Interference or Hazard

Whenever Owner notifies Licensee in writing or orally, with written confirmation, that any Attachment made hereunder does not comply with the Design Standards, Licensee shall within thirty (30) days of receiving such notice, either remove such non-complying attachment, or bring such Attachment within compliance with the Design Standards. If non-compliance of such Design Standards is causing interference with Owner's use or maintenance of the pole, or is causing a hazard, then Licensee shall undertake the remedial efforts set forth above in this Section within ten (10) days of receiving notice from Owner.

All tree trimming required, on account of Licensee's equipment, shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Owner.

In the case of an emergency, which in Owner's reasonable judgment requires Owner to immediately remove or relocate the Licensee's Attachments, Owner may remove or relocate such Attachments as required, at Licensee's expense, without prior notice or responsibility for any damage to Licensee caused by such removal or rearrangement.

12. Third Party Overlapping

Licensee shall not overlap any Attachments upon a third party's facilities which are attached to Owner's poles, or permit third parties to overlap Licensee's facilities, without the consent of Owner. Owner shall not unreasonably withhold its consent, provided such third party overlapped facilities are reviewed by Owner pursuant the Proposal procedure set forth in the Permitting Of Attachments Section above, and both overlapping parties consent to such overlapping in a written format acceptable to Owner.

13. Attachment Removal

Licensee may, at any time, abandon the use of a pole hereunder by giving written notice in a format acceptable to Owner and removing from the pole all of its Attachments. Annual attachment fees shall continue to accrue until Licensee notifies Owner that it has removed its Attachments.

14. Charges and Fees

- A. Non-Recurring Expenses: Except as otherwise set forth herein, Licensee shall reimburse Owner for the Total Cost of all non-recurring expenses incurred by Owner, which are caused by or attributable to Licensee's Attachments.
- B. Initial Contact Fee: If applicable, Licensee agrees to pay Owner an initial Contact Fee as defined in the appropriate state tariff. No initial contact fee is required if Licensee has, at the effective date of this Agreement, paid an annual charge to Owner with respect to such pole(s), or in cases where poles are replaced.
- C. Annual Attachment Fee: Licensee agrees to pay Owner an Annual Attachment Fee per attachment as set forth on Exhibits A & B, attached hereto and incorporated herein. Owner may revise or adjust rates on Exhibits A & B by providing Licensee written notice prior to the effective date of such revision or rate adjustment. Billing of annual charges shall be rendered, in advance, annually on or about July 1 of each year.
- D. Third Party Overlash Annual Attachment Fee: Licensee shall pay an overlash annual contact fee for each pole where Licensee has overlashed Attachments to a third party's facilities, which are attached to Owner's poles equal to half the applicable Annual Attachment Fee. Such third party overlash fee shall be paid in the manner set forth in this Section.
- E. General. Licensee shall pay the applicable Annual Attachment Fee, in arrears upon the next annual billing, for each new Attachment or third party overlashed Attachment made during the prior "Contract Year" (the preceding period of July 1 – June 30). There shall be no proration of fees hereunder, including adjustments in billing for those Attachments made or removed during the Contract Year.
- F. Revisions to Annual Attachment Fee: Owner may periodically adjust the Annual Attachment Fee in accordance with State and Federal Law. Owner shall provide Licensee written notice of such changes in the Annual Attachment Fee at least sixty (60) days in advance of the effective date of such change. Licensee shall provide written notice to Owner within thirty (30) days of receipt of such notice of a revised Annual Attachment Fee, if Licensee believes such Annual Attachment Fee exceeds the maximum Annual Attachment Fee permitted under state or federal law.

15. Represented Use of Attachments

Licensee represents and warrants that it shall only use the Attachments for the purpose set forth within Exhibit A (the "Represented Use"). Upon discovery of the use of an Attachment for any purpose other than the Represented Use (a "Non-Represented Use"), Owner may terminate this Agreement and/or require Licensee to pay Owner additional attachment fees according to the formula set forth in the following paragraph, in addition to any other remedies, which may be available to Owner under applicable law.

Upon discovery of a Non-Represented Use, Licensee shall pay Owner an additional attachment fee for each Attachment contained within the geographic area within which Licensee operates its interconnected system where the Non-Represented Use is discovered. Such additional fee shall be equal to the attachment fee charged by Owner to third parties with pole attachments used in a manner similar to the Non-Represented Use (as determined by Owner), less the

Attachment Fee already paid by Licensee, plus interest at the Interest Rate accrued since the assumed Non-Represented Use commenced. Unless Licensee can prove otherwise, it shall be assumed for purposes of making the above calculation that Licensee has engaged in such Non-Represented Use since the commencement of this Agreement. Licensee shall also pay Owner any and all non-recurring administrative expenses Owner incurs as a result of processing and documenting such Non-Represented Use Attachments.

16. Time of Payment

Unless otherwise set forth herein, payments due hereunder shall be made within thirty (30) days from the date of the invoice. On all amounts not so paid, Licensee shall pay one percent (1%) per month in accordance with KRS 45.454. All invoices for make ready construction work shall be paid in advance of the commencement of such work. Licensee may dispute the amount of any bill, but shall not withhold payment of any amount in dispute. In the event a refund of any amount paid by Licensee is determined to be due (or in the event of the discovery of any other billing error) an adjustment to correct the billing error shall be made and applied to the Licensee's following years pole attachment invoice. Non-payment by Licensee of any such amounts due Owner, when due, shall constitute a default under this Agreement to the extent of the nonpayment which Licensee does not cure. Where the provisions of this Agreement require any payment by Licensee to Owner other than for the Annual Attachment Fee, Owner may, at its option, require that the estimated amount thereof be paid in advance of permission to use any pole or the performance by Owner of any work.

17. Indemnity

To the extent permitted by law, including but not limited to Section 177 of the Kentucky constitution, Licensee for itself and its contractors and subcontractors hereby releases Owner, its affiliates, and their respective directors, officers, employees and agents (collectively, "Indemnitees"), from any and all liability for loss of or damage to the Licensee's Attachments and for any interruption to, or failure of, the service rendered by Licensee or others in which such Attachments are used. Licensee further hereby agrees to indemnify, hold harmless, and defend Indemnitees from and against any and all losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including, without limitation, all judgments rendered against, and all fines and penalties imposed upon Indemnitees, and any reasonable attorneys' fees and any other costs of litigation (hereinafter collectively referred to as "liabilities") arising, directly or indirectly, out of the interruption or loss of Licensee's, its subscribers, affiliates, or sub licensees' services or because of any interference with communication reception of such services, or out of injuries to persons, including disease or death, or damage to property, or in any other way attributable to or arising either directly or indirectly out of, the attachment, installation, operation, presence, use, maintenance, or removal of Licensee's facilities to Owner's poles, or by the proximity of Licensee's facilities to all other parties, including the Owner, occupying space on Owner's poles, except that Licensee's obligation to indemnify Indemnitees shall not apply to any liabilities to the extent arising from Indemnitees' sole negligence or willful misconduct, or from acts of Licensee take at the direction of or in a manner mandated by Owner. Indemnitees shall be free to select counsel of their choice for their defense hereunder.

Because Licensee may utilize contractors in the construction of its facilities, Licensee hereto agrees to require its contractors and subcontractors to provide a release and indemnification of all claims for the benefit of the Indemnitees in the form attached hereto as Exhibit C. If Licensee fails to obtain the appropriate release and indemnification from its contractor/subcontractor,

Licensee, to the extent permitted by law, including but not limited to Section 177 of the Kentucky constitution, hereby agrees to provide the same release and indemnification to Indemnitees by Licensee's contractor or subcontractor on their behalf.

It is further agreed between the parties hereto, that to the extent any of the provisions of this Section are determined to be contrary to law or held to be invalid by any court of competent jurisdiction, this Section shall be construed and applied as if such invalid provisions were not contained herein, attempting at all times to conform, to the extent possible, to the intent of the parties as herein stated, and provide the maximum indemnity allowed by law. With respect to claims against one party by the other party's employees, the latter party agrees to expressly waive its immunity, if any, as a complying employer under the workers' compensation law but only to the extent that such immunity would bar or affect recovery under or enforcement of the indemnification obligations set forth in this Section.

The terms of this indemnity and any other indemnities set forth in this Agreement shall survive the termination of this Agreement. In the event that Owner becomes aware of a claim affecting Licensee under the terms of this indemnification clause, Owner shall endeavor to put Licensee on timely notice of such claim.

18. Insurance

Licensee or its contractors shall obtain and furnish the insurance described below. Licensee shall maintain and cause its subcontractors to maintain this insurance at all times during the performance of this Agreement.

- A. Coverage for the legal liability of Licensee and its subcontractors under the workers' compensation and occupational disease law of the state in which the Attachments are made. In states with a workers' compensation fund, Licensee and its subcontractors shall be contributors to the state workers' compensation fund and shall furnish a certificate to that effect. In states without a workers' compensation fund, Licensee and its subcontractors shall maintain an insurance policy for workers' compensation from an insurance carrier approved for transacting workers' compensation business in the state in which the Attachments are made. If Licensee or a subcontractor is a legally permitted and qualified workers compensation self-insurer in the state in which Attachments are made, it may furnish proof that it is such a self-insurer in lieu of submitting proof of insurance.
- B. Commercial general liability insurance with limits of not less than \$5,000,000 per occurrence.
- C. Commercial automobile liability insurance with a limit for bodily injury and property damage of not less than \$5,000,000 per occurrence.

The above referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The limits of insurance indicated are minimum requirements and are in no way intended to limit Licensee liability.

Licensee will not be permitted to access owner's poles until Owner receives from Licensee one copy of an acceptable certificate of insurance covering the terms of Subsections A-C above.

Such certificate shall state that the insurance carrier has issued the policies providing for the insurance specified above, that such policies are in force, and that the insurance carrier will give Owner thirty (30) days prior written notice of any material change in, or cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions should be explained in full in such certificates. Owner may, at its discretion, require Licensee to obtain insurance policies that are not subject to any exceptions. Licensee and its subcontractors shall obtain waivers of subrogation on all of their insurance. Such waivers shall be for the benefit of Owner and its affiliated companies. Policies written on a "claims-made" basis shall be maintained for a period of five years after completion of the Agreement. Licensee acknowledges that continued maintenance of the insurance requirements under this Agreement is a substantial and important part of this Agreement and that any lapse in insurance coverage shall be corrected so that coverage will be in place during the period required hereunder, with no gaps or lapses in coverage.

The amounts of insurance required under this Agreement shall be increased as Owner may reasonably require from time to time to account for inflation, generally increased insurance settlements, court verdicts or any other business purposes. If Licensee does not timely deliver to Owner a certificate showing all of the required insurance to be in full force and effect as required by this Agreement, Owner may either: (i) declare Licensee to be in substantial default under the terms of this Agreement upon which event this Agreement shall automatically terminate within sixty (60) days without the need for any further notice, or (ii) obtain the insurance to fulfill any and all of the insurance obligations under this Agreement. On Owner's demand, Licensee shall reimburse Owner the full amount of any insurance premiums paid by Owner, a fee of \$250.00 Dollars to cover applicable expenses and overheads incurred by Owner, and interest at the Interest Rate, compounded daily, from the date of Owner's demand, until reimbursement by Licensee.

19. Easements

Licensee shall secure any right, license or permit from any governmental body, authority or other person or persons, which may be required for the construction or maintenance of Licensee's Attachments. Owner does not grant, convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of the Attachments. Licensee hereby agrees to indemnify and save Owner harmless (on a pro rata basis with all other users of Owner's poles who failed to secure such right, license, permit or easement, based on their respective proportionate use of space on such poles and to the extent the other users are part of such claim) from any and all claims, including the expenses incurred by Owner to defend itself against such claims, resulting from or arising out of the failure of Licensee to secure such right, license, permit or easement for the construction or maintenance of the Attachments on Owner's poles, the loss of right-of-way or property owner consent, of the costs of relocating any of Owner's facilities or other attachments on Owner's poles. In the event that Owner becomes aware of a claim affecting Licensee under the terms of this provision, Owner shall endeavor to put Licensee on timely notice of such claim. However, such notice obligation of Owner does not extend to permits or franchises required by governmental entities. As applicable, all of the terms of the indemnity set forth in this Agreement are incorporated herein and shall apply with equal force to the indemnity set forth in this Section.

20. (Left Blank Intentionally)

21. Default or Non-Compliance

If Licensee fails to comply with any of the provisions of this Agreement, or defaults in the performance of any of its obligations under this Agreement, and fails within thirty (30) days, after written notice from Owner to correct such default or noncompliance, Owner may, at its option, take any one or more of the following actions: (i) suspend Licensee's access to climb or work on its Attachments on all of Owner's poles; (ii) terminate the specific permit or permits covering the poles to which such default or noncompliance is applicable; (iii) remove, relocate, or rearrange Attachments of Licensee to which such default or noncompliance relates, all at Licensee's expense; (iv) decline to permit additional Attachments hereunder until such default is cured; or (v) in the event of any failure to pay any of the charges, fees or amounts provided in this Agreement or any other substantial default, or of repeated defaults, terminate this Agreement. Notwithstanding the foregoing, Licensee shall have up to an additional thirty - (30) days to correct such default or noncompliance if Licensee promptly commences its corrective efforts within the thirty-day period described above and diligently continues such corrective actions thereafter. No liability shall be incurred by Owner because of any or all such actions. The remedies provided herein are cumulative and in addition to any other remedies available to Owner under this Agreement or otherwise. No such termination, however, shall reduce or eliminate the obligation of the Licensee to make payments of any amounts due to Owner for any services covered, shall not waive charges for any Attachment until said Attachment is removed from the pole to which it is attached and shall not affect Licensee's Indemnification of Owner or the Insurance requirements contained in this Agreement. Owner shall be entitled to recover any and all attorney fees, costs and expenses incurred in successfully pursuing any of the remedies set forth above.

22. Alternative Dispute Resolution

Before seeking any action or complaint with a state or federal agency or court for a default under this Agreement or a claim that the enforcement of this Agreement is not consistent with state or federal law or is not a reasonable term or condition under state or federal law, the aggrieved party shall first give notice to the other party of its intent to file an action. Upon receipt of such notice the parties shall engage in good faith executive level talks whereby each party is represented by an employee or agent that is vested with sufficient authority to make binding decisions. Any disputes which remain after such executive level discussions shall be resolved, pursuant to the provisions of Kentucky Revised Statutes, Chapter 45A.

23. Regulation

Both parties acknowledge that, prior to negotiation of this Agreement, the parties carefully reviewed all relevant provisions of state and federal statutes and regulations relating to the regulation of Owner's facilities, and that the negotiations freely conducted herein were undertaken without duress and with full knowledge of any rights either party may have pursuant to such state or federal law. Both parties believe the fees charged herein to be in compliance with any applicable state or federal law. Each and every provision of this Agreement is considered an essential exchange of consideration hereto. Any deviation in the rate charged herein from the calculation of such rate pursuant to any applicable state or federal law imposed formula is a result of other negotiated concessions made herein by the Owner or Licensee. To the extent that either party may challenge any provision of this Agreement as a violation of state or federal law and is successful, then upon the sole option of the party to which such determination adversely affects, this Agreement shall terminate effective as of such determination. Upon such termination both parties shall enter into negotiations for a new agreement in compliance with such determination. It is the intent of both parties that any

adjustments made pursuant to any such judicial or regulatory determination allow Owner to recover the maximum amount available in accordance with the applicable regulated rate.

Execution and performance of this Agreement are without prejudice to, and do not constitute a waiver of any positions taken or claims asserted respecting the validity, enforceability or effect of any or all such regulations or orders in any appeal, litigation or administrative proceeding pending at the date hereof or later begun, or any rights arising out of any judgment, opinion or order therein.

24. Term

Except as provided in the Default Or Noncompliance Section, this Agreement shall continue for a period of one year from the date hereof, and shall thereafter automatically renew for successive one year periods unless one party gives the other party written notice of termination at least sixty - (60) days in advance of the next renewal date. Should Licensee not place Attachments or reserve space on Owner's poles in any portion of the area covered by this Agreement within six - (6) months of its effective date, Owner may, at its option, terminate this Agreement. Licensee shall completely remove its Attachments from Owner's poles within one hundred twenty - (120) days of the termination date, unless an extension of the existing Agreement is negotiated or a new agreement covering such poles has been executed by the parties hereto. If Licensee fails to remove its facilities, Owner may and is hereby given the clear and incontestable right to remove Licensee's facilities, at Licensee's expense, from Owner's poles and without any liability to Owner. If 47 U.S.C. 224 is invalidated, repealed, reinterpreted, or amended in a manner that no longer sets a maximum attachment fee, then at either party's option this Agreement may be terminated upon one-hundred eighty (180) days notice. During such termination notice period both parties shall in good faith negotiate terms and conditions of a new pole attachment license agreement.

25. Prior Agreements

This Agreement terminates and supersedes any prior agreement, license or joint use affecting Owner's poles and Licensee's attachments covered hereby as of the date hereof, but such termination shall not reduce or eliminate the obligation of Licensee to make payment of any amounts due to Owner under any prior agreement.

26. Transfers of Ownership

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and Licensee shall not assign, transfer, sublet or sublicense any of the rights hereby granted without the prior written consent of Owner, not to be unreasonably withheld. If Licensee wishes to sell, or otherwise transfer, all or part of its facilities covered by this Agreement to a third party, said third party shall submit an application to enter into an agreement with Owner for the installation and/or maintenance of wireline attachments on Owner's poles, and reimburse Owner for any non-recurring expenses associated with Owner's review of the third party. Any outstanding liabilities of Licensee, including, without limitation, charges for inventories and inspections, charges and penalties for unauthorized attachments, or other outstanding costs or expenses shall be paid to Owner, in full, prior to the transfer of any rights and privileges of the Licensee, either with a new agreement or assignment of the existing agreement (at Owner's option), to said third party. Owner reserves the right, at its option, to consent to the transfer of the existing agreement to a new third party, or to require the execution of a new agreement in lieu of

granting its consent to the assignment or transfer of any right, license or privilege under this Agreement.

Notwithstanding the above, Owner shall not unreasonably withhold its consent to Licensee to assign this agreement to an affiliate of Licensee provided such affiliate has, in Owner's sole discretion, the financial means and technical expertise to perform its duties herein, and reimburses Owner for any non-recurring expenses associated with Owner's review of such proposed assignment.

Owner shall be permitted to sell all or part of the poles covered by this Agreement to a third party. Upon such sale, Owner shall determine in its sole discretion whether to assign this Agreement. If Owner elects to assign this Agreement, then such assignee shall become Owner under the terms of this Agreement. If Owner does not elect to assign, then this Agreement shall terminate as of the date of such sale for those poles subject to such sale. Upon such termination, Owner shall be permitted in its sole discretion to conduct an inventory pursuant to Section 10 above and collect any amounts owed for unauthorized Attachments.

27. Governing Law

Except insofar as governed by federal law, this Agreement shall be construed in accordance with, and its performance shall be governed by, applicable laws in effect of the Commonwealth of Kentucky. Venue for any action resulting from this Agreement shall be the Circuit Court of Franklin County, Kentucky.

28. Transmission Poles

Owner may permit Licensee to make Attachments to Owner's transmission poles pursuant to the terms of this Agreement. Permission to attach shall be at Owner's sole discretion. If Owner determines in its sole discretion that it no longer desires to permit Attachments to transmission poles pursuant to the terms of this Agreement, then it shall provide Licensee sixty days prior written notice of Owner's intent to terminate the licensing of transmission pole space.

29. State Tariffs

It is the intent of the parties hereto that all terms and conditions of this Agreement and any applicable state tariffs be construed as being consistent where possible; however, in the event of a conflict or inconsistency between their respective terms and conditions, the terms of the applicable state tariff shall control.

30. Third Party

This Agreement shall not create for, nor give to, any third party any claim or right of action against either party to this Agreement that would not arise in the absence of this Agreement.

31. Execution

This Agreement may be executed in two counterparts each of which so executed shall be deemed to be an original.

32. Agreement Modifications

This Agreement and its Exhibits constitute the entire agreement between the parties respecting pole attachments, and shall only be modified in a writing signed by both parties hereto.

33. Preservation of Remedies

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to Owner shall impair or affect Owner's right thereafter to exercise the same.

34. Headings

Headings used in this Agreement are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Agreement.

35. Survival of Obligations

All payment, performance and indemnity obligations of Licensee under this Agreement shall survive the termination of this Agreement, until said obligations are satisfied.

36. Notices

Any and all notices required or permitted hereunder shall be in writing and mailed postpaid via United States First Class Mail or reliable, receipted overnight courier service, or submitted in an electronic format acceptable to the Owner as follows:

Owner:
Kentucky Power Company
Attn: Debi Harman-Howe
850 Tech Center Drive
Gahanna, OH 43230
Dyharman-howe@aep.com

614.883.6983

Licensee:
COMMONWEALTH OF KENTUCKY
Finance & Administration Cabinet
Office of the Secretary
702 Capitol Ave.
Room 383, Capitol Annex
Frankfort, KY 40601

With a copy to:
COMMONWEALTH OF KENTUCKY
Finance & Administration Cabinet
Office of General Counsel
702 Capitol Ave.
Room 383, Capitol Annex
Frankfort, KY 40601

With a copy to:
LEDCOR TECHNICAL SERVICES
1200 1067 West Cordova
Vancouver, BC V6C-1C7

Canada

With a copy to:
LEDCOR TECHNICAL SERVICES
Attn: Jan Summarell
188 Columbia Lane E.
Shepherdsville, KY 40165

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

COMMONWEALTH OF KENTUCKY

By: Lori Hudson Flanery
Lori H. Flanery
(Print Name)
Title: Secretary, Finance Cabinet
Date: October 2, 2015

KENTUCKY POWER COMPANY

By: Pamela F. Ellis
Pamela F. Ellis
(Print Name)
Authorized Representative
Title: Utility Business Development Sr Mgr
American Electric Power Service Corp.
Date: 10/6/15

APPROVED AS TO
FORM & LEGALITY
Patrick McDevitt
APPROVED
FINANCE & ADMINISTRATION CABINET

**EXHIBIT A
ATTACHMENT FEES SCHEDULE
- TELECOMMUNICATIONS -**

Purpose of Attachment:

***Annual Fee Per Attachment:**

Licensee shall only be permitted hereunder to use the Attachments as a part of a "telecommunications carrier" providing "telecommunications services" in accordance with 47 U.S.C. § 224. The pricing set forth herein shall only be applicable to distribution poles located within the State of Kentucky

\$ 11.73

* Section 15: Owner may adjust rates by providing Licensee written notice prior to the effective date of such revision or rate adjustment.

EXHIBIT C
INDEMNIFICATION OF ALL CLAIMS

In consideration of Kentucky Power Company ("Owner") granting and providing Commonwealth of Kentucky ("Licensee") with access and/or permission to work on or in the vicinity of Owner's facilities under the terms of that certain Facility License Agreement between Licensee and Owner effective [Enter Effective Date], the undersigned, its employees, or agents, to the extent permitted by law, including but not limited to Section 177 of the Kentucky constitution, agrees to release, indemnify, save harmless, and defend Owner, its affiliates, and their respective directors, officers, employees and agents (collectively, "Indemnitees"), from and against any and all losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including, without limitation, all judgments rendered against, and all fines and penalties imposed upon the Indemnitees, and any reasonable attorneys' fees and any other costs of litigation (hereinafter collectively referred to as "liabilities") arising, directly or indirectly, out of the interruption of the Licensee, its subscribers, or sub licensees service or because of any interference with communication reception of such services, or out of injuries to persons, including disease or death, or damage to property, or in any other way attributable to or arising either directly or indirectly out of, the attachment, installation, operation, presence, use, maintenance, or removal of Licensee's facilities to Owner's facilities, including the loss of use thereof, or by the proximity of Licensee facilities to all other parties, including Owner, occupying space on Owner's facilities, except that the undersigned's obligation to indemnify Indemnitees shall not apply to any liabilities arising from Indemnitees' negligence or willful misconduct, or acts of the undersigned taken at the direction of or in a manner mandated by the Owner. The undersigned shall be liable for reasonable attorneys' fees and all costs of litigation associated with enforcement of the obligations set forth in this obligation of indemnification and Indemnitees shall be free to select counsel of their choice.

The undersigned agrees to expressly waive the undersigned's immunity as a complying employer under the workers' compensation law of the jurisdictional state from indemnification. The undersigned shall also hold Indemnitees harmless from any workers compensation claims by the undersigned's employees, and agents, in accordance with the indemnity set forth in the first paragraph.

The undersigned hereby acknowledges that it has been warned that working in the vicinity of Owner's facilities poses potential dangers and that the undersigned is aware of said dangers and will furthermore warn all employees, agents, or any other parties who may be working on behalf of the undersigned, of the potential dangers.

Notwithstanding any other provision of this Agreement, neither Indemnitees nor their agents, or representatives, shall be liable to the undersigned in contract or tort, including negligence, for the Licensee or the undersigned's losses, expenses, loss of profits or revenues, costs of additional or replacement facilities, or claims of customers for such damages or for any other indirect, incidental or consequential loss or damage whatsoever in connection herewith.

It is further agreed between the parties hereto, that to the extent any of the provisions of this Release and Indemnification of all Claims are determined to be contrary to law or held to be invalid by any court of competent jurisdiction, this Release and Indemnification of all Claims shall be construed and applied as if such invalid provisions were not contained herein, attempting at all times to conform, to the extent possible, to the intent of the parties as stated herein and in the Facility License Agreement, and provide the maximum indemnity allowed by law.

The terms of this release and indemnity shall survive the termination of the Facility License Agreement.

The undersigned also agrees to fully comply with and maintain the insurance coverage and requirements set forth in the Facility License Agreement.

I have fully read this release and understand and consent to it in its entirety.

By: _____ [Enter Licensee's Contractor Name]
Name: _____
Title: _____
Date: _____

