

Values:

ResponseToQuestion-1: See comments within Q10.

ResponseToQuestion-2: See comments within Q10.

ResponseToQuestion-3: See comments within Q10

ResponseToQuestion-4: See comments within Q10.

ResponseToQuestion-5: Yes.

ResponseToQuestion-6: See comments within Q10.

ResponseToQuestion-7: See comments within Q10.

ResponseToQuestion-8: See comments within Q10.

ResponseToQuestion-9: Page and Section Reference Proposed Contract Language/Concept
Comments and/or Suggested Language Changes

Page 3, Recital F Five (5) year initial term with one (1) year automatic renewals Agreement must be more clear on termination after the five (5) year initial term. Termination should be by written notice within a certain time period prior to the expiration of the initial term or applicable one (1) year renewal period.

Page 4, Section 1.5 Definition of "Communications Services" Neither of the following terms are defined in the Agreement: Telecommunications Services, Cable Services, Video Services, or Information Services. We should ensure that Internet services and telephony services are specifically included as a part of the "Communications Services".

Page 6, Section 3.1 Pole Attachment Fees Should be clear that right of termination does not occur for failure to make timely payment unless Licensee fails to pay within the applicable cure period.

Page 7, Section 5.1 CPS ENERGY shall NOT be liable to Licensee, its customers, or anyone else for any interruption to service of Licensee or any interference with the operation of Licensee's Facilities.

An exception to this provision should be provided in cases of CPS Energy's gross negligence or willful misconduct.

Page 7-8, Section 5.1 The aggregate liability of CPS Energy to Licensee, in any fiscal year, for any fines, penalties, claims or damages shall not exceed the amount of the total annual Attachment Connection Fees paid by Licensee to CPS Energy for that year... Liability for both parties should be limited to direct damages, as previously stated in this Section. This particular provision should be deleted.

Page 8, Section 5.2.3 Damage Claims

This provision should be clearer that Licensee is responsible for these types of claims to the extent caused by Licensee's actions, and not the actions of CPS Energy or any third party that is not acting on Licensee's behalf.

Page 9, Section 5.3.3 Control of defense of indemnification claims

Licensee accepts the obligation to control defense of the claim. Therefore, Licensee should never be bound by any results obtained by Licensee.

Page 9, Section 5.3.4 Control of defense of indemnification claims

As stated above, Licensee accepts the obligation to control defense of the claim.

Page 12, Section 9.2 Liability of Licensee after assignment

Once the Agreement is assigned by Licensee, Licensee should be liable only for any liabilities that may have accrued prior to the effective date of termination. Licensee should not remain fully liable under the Agreement forever.

Page 12, Section 11.1 Termination due to breach

CPS Energy should have the right to terminate the applicable Permit, but not the entire Agreement based on issues with an insignificant number of Permits.

Page 13, Section 11.2 Termination due to breach CPS Energy should have the right to terminate the applicable Permit, but not the entire Agreement based on issues with an insignificant number of Permits.

Page 13, Section 12.1 Initial Term and Renewal Discuss whether the 6 months' written notice of termination should be given by a certain date prior to the expiration of the initial term or applicable renewal period.

Page 15, Section 15.1 Address for notices

Grande Communications Networks, LLC, 401 Carlson Circle, San Marcos, TX 78666, Attn: General Manager, with a copy to: Grande Communications Networks, LLC, 650 College Road East, Suite 3100, Princeton, NJ 08540, Attn: General Counsel

Page 16, Section 16.2 Foreclosure or judicial sale of Licensee's assets CPS Energy's notice of termination should occur within sixty (60) days after notice of the foreclosure/judicial sale of Licensee's assets.

Appendix B, Section 1.07(b) Proof of insurance A certificate of insurance should suffice as proof of insurance. Licensee should not be required to provide a copy of the entire policy upon request.

Appendix B, Section 1.10 Procurement of insurance

As long as Licensee obtains the required insurance coverage and delivers proof of insurance to CPS Energy, no further approval of insurance should be required.

ResponseToQuestion-10: Page 6 Gen II A. 20. Deployment Plan (7) Project and Corporate Org Chart for the Attaching Entity Is this common to have the Corp Org chart included in every Deployment plan...authorized officer?

Page 9 Gen II A. 39. One Touch Transfer See Comments: Sec IV. B.5.f

Page 10 Gen II A.48. Registration Form Comments: Grande questions why we must register/update annually when this is a five year agreement.

Page 13 Gen II B. 1 fifth bullet point If the entity has been granted a Franchise, license agreement, permit or ordinance by the City of San Antonio or a suburban city within CPS Energy service area.

Comments: Grande believes this to be our Statewide Franchise agreement.

Page 13 Gen II B 1. The Requestor shall provide copies of the PUCT certificate and any franchise or license agreements, permits, or ordinances with the Registration Form. Comments: Grande can provide the PUCT Certificate and the most current Approved SICFA, which is why the previous point should be made

Page 13 Gen II B.2. Updates to Registration Information. Pursuant to Section II.F, the Registration Form must be updated and submitted to CPS Energy by October 31 annually or as changes in Attaching Entity's information warrant. The Attaching Entity has an obligation and duty to maintain the accuracy of the information in the Registration Form at all times.

Comments: Grande questions why an annual registration form is necessary on a five year agreement. PUCT web site can be utilized for updated SICFA.

Page 15 & 16 Gen II F Annual Reporting Requirements.

Comments: Grande questions the need to submit a new Registration Form by October 31st each year. Question: Will CPS notify Grande 30 days in advance of all requirements?

Page 17 Gen II H.2

Should a conflict arise between these Standards and a Pole Attachment Agreement regarding the permitting process, the terms and conditions of the Standards shall prevail.

Comments: Grande feels that the terms of the agreement should not change without proper written notification.

Page 20 Gen II H.10.b Authorization for Use of One-Touch Transfer Process.

Comments: See comments under Sec. IV B.5

Page 21 Gen II I.1. General CPS Energy Schedule of Pole Attachment Rates, Fees, and Charges as specified in Appendix H, as may be amended,

Comments: Grande doesn't agree with language: "as may be amended".

Page 21 Gen II I.1. e If CPS Energy does not receive payment from an Attaching Entity for any amounts owed within forty-five (45) calendar days after it becomes due, the non-compliant Attaching Entity shall pay in addition to the initial amount, interest to CPS Energy at the rate of one and 17/100 Percent (1.17%) simple interest per month on the amount due beginning from the first of the month following the forty-five (45) calendar days until the payment is made. For the purposes of this calculation, partial months shall be rounded up.

Comments: The time frame is shorter than the current agreement. Today, it states that if payment is not received within 30 day of the due date interest will apply 15 days after we receive written notice. Additionally, by having the interest rate in the standards and not the Pole attachment agreement; Grande feels the rate can change via a notice only; without the ability to negotiate.

Page 22 Gen II I.2. c In the event that an Application is submitted by an Attaching Entity and then is subsequently cancelled by the same party, the Attaching Entity shall forfeit all Application Fees submitted with the cancelled Applications. The Attaching Entity shall also reimburse CPS Energy for the costs incurred by CPS Energy up to the date of cancellation. Comments: Grande doesn't agree with these rules. There are business decisions made daily that could cause Grande to change course after submitting an application.

Page 33-34 Gen III. A. 7.a. Found Untagged Attachments or Overlashings. Should CPS Energy discover Attachments and/or Overlashings that are untagged, CPS Energy shall request and the non-compliant Attaching Entity shall agree to provide a written plan to Tag the Attachments and/or Overlashings consistent with completing the tagging of all untagged Attachments and/or Overlashings within the twelve (12) month period following CPS Energy's written request for a tagging plan.

Comments: Other than the "found untagged attachments"; what is the need for a monthly progress report?

Page 34 Gen III. A. 7.b. Investigation of Untagged Attachments and/or Overlashings. In the event any Attachment and/or Overlash is untagged and CPS Energy must determine the owner's identity to in order to address the repair or maintenance of a CPS Energy Facility where CPS Energy cannot undertake such repair or maintenance absent the removal or transfer of such Attachment and/or Overlash; CPS Energy will undertake the following protocol:

(i) A thirty (30) minute reasonable effort to determine the owner of the untagged Attachment at no cost to the Attaching Entity; then

(ii) Provided the initial thirty (30) minute effort is unsuccessful, CPS Energy shall continue with its search until ownership is determined. CPS Energy shall bill and the non-compliant Attaching Entity shall pay CPS Energy at the Tracing Line Ownership rate set forth at Appendix H for the time required to determine the Attachment's ownership.

Comments: Grande feels these charges should be a flat rate vs. hourly.

Page 44 Gen III. D.1.2 2) a formal Inventory that CPS Energy may conduct no more frequently than once every five (5) years, in which CPS Energy shall undertake with its own personnel or with outside contractors, subject to a formal competitive bidding basis, the cost of which shall be borne by all Attaching Entities on a pro-rata basis (Section III.D.3). Regardless of inspection or Inventory method:

Comments: Grande would request a formal notification of "the inventory".

Page 45 to 47 Gen III. D.1.3 Formal Inventory Performed By CPS Energy or Third-Party Contractor Subject To Competitive Bid.

Comments: Grande believes that a “written challenge” of only five (5) days regarding the inventory is unrealistic. Grande would like to see this changed to thirty (30) days.

Page 62 Sec IV.B.5.f Advance Notice; “such notice may identify the geographic area in which construction is to occur rather than individual poles” Comments: Grande would request that our facilities being impacted be listed out by pole number and location vs. “a map”.

Page 62 Sec IV.B.5.g Post Transfer Notice; “entity responsible for the relocation of third-party Communications facilities shall pay the actual...expenses” Comments: Grande would request that all approved parties negotiate pricing prior to the implementation of the “One Touch Transfers”.

Appendix 7.b “attaching entity’s anchors shall ‘strive’ to be a minimum of five (5) feet from CPS Energy anchor” Comment: Grande feels that “strive” leaves too much variation for each attaching entity.

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Submit: Submit