

RECEIVED

SEP 05 2018

PUBLIC SERVICE  
COMMISSION

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION  
Case No. 2018-00157**

In the Matter of

CMN-RUS, INC.

COMPLAINANT

v.

WINDSTREAM KENTUCKY EAST, INC.

RESPONDENT

**TESTIMONY OF DANIEL J. KING  
SENIOR COUNSEL - COMMERCIAL CONTRACTS TEAM  
WINDSTREAM**

**Filed: September 6, 2018**

CONTENTS

I.	INTRODUCTION AND BACKGROUND .....	1
II.	THE NEGOTIATIONS FOR POLE ATTACHMENT IN LEXINGTON .....	1
III.	THE DUKE-CMN INVOICES .....	2
IV.	THE KIH AGREEMENT .....	6

1 I. INTRODUCTION AND BACKGROUND

2 Q. Please state your name, position, and business address.

3 A. My name is Daniel J. King. I am Senior Counsel - Commercial Contracts Team for  
4 Windstream.<sup>1</sup> My business address is 3701 Communications Way, Evansville, IN 47715.

5 Q. Please describe your educational and professional background.

6 A. I received my undergraduate degree from Tulane University in 1991 and my J.D. from  
7 Tulane University Law School in 1994. I have been admitted to practice law in Indiana since  
8 October 31, 1994. From 1994 – 1995, I worked in private Practice. From 1995 – 1997, I was in-  
9 house counsel with American General Finance. I left there to re-enter private practice between  
10 1997 – 2007. I began working at Q-Comm in 2007; the portion of the business that I worked for  
11 was acquired by Windstream in 2010, and I have been working at Windstream since that time.

12 II. THE NEGOTIATIONS FOR POLE ATTACHMENT IN LEXINGTON

13 Q. Were you contacted by someone at CMN-RUS, Inc. (“CMN”) in 2017 concerning  
14 CMN’s desire to attach to poles in Lexington, KY?

15 A. Yes, I was contacted by Anita Larson on November 22, 2017. Her email is attached at  
16 Exhibit 1, WIN3756-3757. She wanted the name of the person at Windstream to whom  
17 she should reach out to get Windstream’s pole attachment agreement for Kentucky. I put  
18 her in touch with Michelle McLaughlin. Based on emails I have reviewed, Ms.  
19 McLaughlin sent Ms. Larson the agreement that same day (the “Windstream Standard  
20 License Agreement”). Exhibit 2, WIN3714-3715.

---

<sup>1</sup> In this Testimony, “Windstream” refers collectively to all Windstream affiliates. When reference is made to only the Respondent in this case, it will be referred to as “Windstream Kentucky East.”



1           On October 1, 2000, Cinergy Corp, The Cincinnati Gas & Electric Company, PSI  
2 Energy, The Union Light Heat & Power Company, Lawrenceburg Gas Company, and The  
3 West Harrison Gas and Electric Company and Kentucky Data Link, Inc. (“KDL”), all  
4 entered into a pole attachment and maintenance agreement (the “Fiber Agreement”).  
5 Exhibit 3, WIN3137-3151. KDL was later purchased by what is now Windstream  
6 Services, LLC, which is the parent company to Windstream East. KDL is now officially  
7 called Windstream KDL, LLC. Cinergy Corp, The Cincinnati Gas & Electric Company,  
8 and PSI Energy are now all owned by Duke. In short, the Fiber Agreement allows KDL to  
9 attach to poles that are owned or controlled by Duke.

10           On February 7, 2005, KDL and CMN entered into a pole attachment and fiber rights  
11 agreement (“CMN/Duke PAA”). Exhibit 4, WIN3152-3219. The CMN/Duke PAA  
12 allowed CMN to attach to Duke poles through the Fiber Agreement. KDL acted as an  
13 intermediary, and all costs of attaching would be paid for by CMN. After KDL was  
14 purchased in 2010, Windstream Services, LLC, through Windstream KDL, LLC,  
15 continued to honor the CMN/Duke PAA.

16           CMN utilized the CMN/Duke PAA to attach to poles in Lafayette, IN and Hanover,  
17 IN in 2014. As part of that process, KDL would have applied to attach to certain poles,  
18 and Duke would have provided an estimate to KDL of make ready charges. It is my  
19 understanding that CMN approved the estimated make ready charges and reimbursed KDL  
20 for them. Then Duke performed the make ready work. Around November 2016, Duke  
21 billed Windstream for the difference between the estimated charges and the actual amounts  
22 claimed to be expended by Duke for make-ready; this is called a “true-up.” Exhibit 5,

1 WIN3025-3051. It is my understanding that CMN disputes the amount of the true-up  
2 charges and the time it took Duke to bill them.

3 The problem is that Windstream continues to be listed on these invoices and is  
4 contractually obligated to pay them. On September 5, 2017, a Windstream representative  
5 contacted Duke regarding the disputed invoices and asked Duke to reissue the invoices to  
6 CMN. Duke refused to do so and further stated that “any invoices to Windstream KDL  
7 should be paid upon receipt and not held up due to a side agreement between Windstream  
8 KDL and Metronet.” Exhibit 6, WIN4005-4006.

9 However, the disputed invoices are not the only problem. CMN has also failed to  
10 pay for 106 other invoices, which are undisputed. Exhibit 7, WIN3052-3136.

11 **Q. What do these unpaid invoices have to do with the current dispute?**

12 A. Well there are two issues: 1) CMN should be made to honor its prior agreements before  
13 Windstream extends the company further credit, and 2) Windstream is skeptical that CMN  
14 will appropriately honor new agreements.

15 Also, CMN has not been particularly aggressive in its efforts to resolve the Duke  
16 situation. After CMN informed Windstream in an April 3, 2017 letter that CMN had  
17 contacted Duke directly to request supporting documentation for the true-up charges, two  
18 (2) months later they had not received a response from Duke and indicated that they would  
19 rather not push the issue. Exhibit 8, WIN4039. We let CMN know that this approach  
20 was unacceptable to Windstream. However, it wasn't until March 27, 2018 when CMN  
21 sent an additional letter to Duke that CMN appears to have made additional efforts to press  
22 Duke to address CMN's concerns. To my knowledge, Duke did not respond to CMN, and  
23 CMN has not pursued Duke any further for a response.

1           In the Complaint filed in the current matter (the “Complaint”), CMN continues to  
2 deny the importance of this debt. CMN alleges:

3                   [Windstream] KDL’s invoices are not for charges actually paid by  
4                   [Windstream] KDL or any other affiliate of Windstream. Rather,  
5                   KDL’s invoices are passing through a request for reimbursement  
6                   from a (sic.) unrelated third party utility for services performed by  
7                   such unrelated third party. Although there may be an accounts  
8                   payable book entry on KDL’s financials (which should be offset by  
9                   a corresponding receivable), neither Windstream nor any of its  
10                  affiliates (including KDL) need ever be out of pocket for one dime  
11                  of the invoiced amounts.

12                  ...

13                  To our knowledge, this third party utility has not taken any adverse  
14                  action against Windstream or any of its affiliates (including KDL)  
15                  as a result of the disputed, unpaid invoices.

16  
17 Complaint at ¶ 23, 26.

18           These statements show that CMN is indifferent to the fact that its actions harm  
19           Windstream’s financial standing and hurt its business and that it wishes to avoid addressing  
20           the issue head on with Duke to the detriment of Windstream. Further, CMN is aware that  
21           Duke has requested payment from Windstream KDL in the past and could decide to press  
22           for payment again at any time. On September 5, 2017, I personally forwarded to John  
23           Campbell and Anita Larson, employees of CMN, an email in which a Duke representative  
24           requested payment from Windstream KDL. Exhibit 9, WIN4151.

25           If indeed CMN does have a tenable good faith dispute concerning the charges on  
26           the Duke invoices, it should tackle the problem directly, either by truly negotiating with  
27           Duke or by settling the matter in court. CMN has done neither and instead continues to sit  
28           by while approximately \$1,000,000.00 in debt remains on Windstream’s books.

29           CMN states in the Complaint that it is willing to pay for Windstream to obtain the  
30           resources to process more than 300 applications in a rolling 30 day period. However, as

1 shown, in CMN's past dealings with Windstream, CMN has failed to follow through on  
2 promises to make timely payment, even when charges are not in dispute. As such,  
3 Windstream does not wish to enter into a contract where it is, once again, waiting on CMN  
4 to make promised payments that come late or not at all.

#### 5 IV. THE KIH AGREEMENT

6 **Q. CMN states in the Complaint that it wants to submit applications to Windstream on**  
7 **the same terms that Windstream gave to the Commonwealth of Kentucky in the KIH**  
8 **Agreement and that Windstream's failure to allow this is a violation of KRS**  
9 **278.170(1). Do you disagree?**

10 **A.** Yes, I disagree. The KIH Agreement is the only time Windstream has ever knowingly  
11 agreed to allow anyone to submit applications for more than 300 poles in a rolling 30 day  
12 period. We are also not current accepting applications for more than 300 poles in a rolling  
13 30 day period from anyone, including KIH.

14 In addition, in the early phases of the KIH project, the engineering and information  
15 Windstream East received from DB LLC ("KIH's contractor") was subpar and incomplete  
16 to the point it was apparent DB LLC had failed to adequately survey the poles in the field.  
17 Because of these problems with KIH's contractor, it was exceedingly difficult to process  
18 1,500 applications per 30 day period for the KIH Agreement.

19 Windstream has experienced issues similar to those experienced with KIH's  
20 contractor with CMN in other states. Windstream is concerned it would face these same  
21 issues, if not worse, if CMN were allowed to submit more than 300 poles in a rolling 30  
22 day period. CMN struggles to submit complete and satisfactory applications when  
23 submitting less than 300 poles in a 30 day period.

24 **Q. Does this conclude your testimony?**

1 A. Yes.

**VERIFICATION**

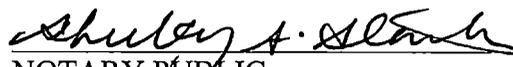
STATE OF INDIANA )

COUNTY OF VANDERBURGH )

The undersigned, Daniel J. King, being duly sworn, deposes and says that he is a Senior Counsel for Windstream, and that he has personal knowledge of the matters set forth in the foregoing testimony, and that the answers contained therein are true and correct to the best of his information, knowledge and belief.

  
\_\_\_\_\_  
Daniel J. King

Subscribed and sworn before me, this the 31<sup>st</sup> day of August, 2018.

  
\_\_\_\_\_  
NOTARY PUBLIC

EXPIRATION: 8/24/2021

NOTARY ID: 646227

STATE OF INDIANA  
WARRICK COUNTY

**Mobile:** 785.331.7296

**Email:** [anita.larson@qservicesco.com](mailto:anita.larson@qservicesco.com)

---

**From:** Mclaughlin, Michelle M [<mailto:Michelle.McLaughlin@windstream.com>]

**Sent:** Wednesday, November 22, 2017 10:10 AM

**To:** Anita Larson <[Anita.Larson@metronetinc.com](mailto:Anita.Larson@metronetinc.com)>; King, Daniel <[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com)>

**Cc:** Lloyd, James <[James.Lloyd@windstream.com](mailto:James.Lloyd@windstream.com)>

**Subject:** RE: Pole Attachment

Good morning, Anita-

Lexington is in the Windstream Kentucky East territory. I also prepared a Windstream Kentucky West agreement in case you wanted all of Kentucky covered. Also attached is our application in excel format for easier use. Please contact me after your review. I look forward to working with you as well.

Michelle

Analyst II

319-790-6910

---

**From:** Anita Larson [<mailto:Anita.Larson@metronetinc.com>]

**Sent:** Wednesday, November 22, 2017 9:27 AM

**To:** King, Daniel <[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com)>; Mclaughlin, Michelle M <[Michelle.McLaughlin@windstream.com](mailto:Michelle.McLaughlin@windstream.com)>

**Cc:** Lloyd, James <[James.Lloyd@windstream.com](mailto:James.Lloyd@windstream.com)>

**Subject:** RE: Pole Attachment

Dan: Thanks for the quick response!

Michelle: Would you please email me Windstream's pole attachment agreement for Kentucky? I appreciate it. I look forward to working with you.

Thanks again!

Anita

**Anita Larson**

**Vice President and Counsel**

**8837 Bond Street**

**Overland Park, KS 66214**

**Office: 812.213.1095**

**Mobile: 785.331.7296**

**Email: [anita.larson@qservicesco.com](mailto:anita.larson@qservicesco.com)**

---

**From:** King, Daniel [<mailto:Daniel.King@windstream.com>]

**Sent:** Wednesday, November 22, 2017 9:24 AM

**To:** Anita Larson <[Anita.Larson@metronetinc.com](mailto:Anita.Larson@metronetinc.com)>; Mclaughlin, Michelle M <[Michelle.McLaughlin@windstream.com](mailto:Michelle.McLaughlin@windstream.com)>

**Cc:** Lloyd, James <[James.Lloyd@windstream.com](mailto:James.Lloyd@windstream.com)>

**Subject:** RE: Pole Attachment

Anita:

Good to hear from you. The person that you want to speak with is Michelle Mclaughlin. I have copied her on this response. She negotiates and manages our pole agreements and can provide you with our template for Kentucky.



I assume that you are asking so that MetroNet can begin the process of negotiating a pole attachment agreement with us in connection with its expansion into Lexington. Congratulations on the announcement.

Hope you have a great Thanksgiving!

Dan

Daniel J. King  
Senior Counsel – Commercial Contracts Team | Windstream  
3701 Communications Way | Evansville, IN 47715  
[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com) | windstream.com  
o: 812.759.7973 | m: 812.480.4786

---

**From:** Anita Larson [<mailto:Anita.Larson@metronetinc.com>]  
**Sent:** Wednesday, November 22, 2017 9:08 AM  
**To:** King, Daniel <[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com)>  
**Subject:** Pole Attachment

Dan: Do you know whom I would reach out to in order to get Windstream's pole attachment agreement for Kentucky?

Hope you have a great holiday!

Thanks!  
Anita

**Anita Larson**  
Vice President and Counsel  
8837 Bond Street  
Overland Park, KS 66214  
Office: 812.213.1095  
Mobile: 785.331.7296  
Email: [anita.larson@qservicesco.com](mailto:anita.larson@qservicesco.com)

This email message and any attachments are for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments.

**From:** Anita Larson [<mailto:Anita.Larson@metronetinc.com>]  
**Sent:** Wednesday, November 29, 2017 5:01 PM  
**To:** Mclaughlin, Michelle M <[Michelle.McLaughlin@windstream.com](mailto:Michelle.McLaughlin@windstream.com)>  
**Subject:** RE: Pole Attachment

Michelle: Thanks again for sending the pole attachment agreements over. What is the process if we want to use the tariff instead of enter into the pole attachment agreement? Do we just sign a short form agreement? Is there than any regulatory approval needed?

Thanks,  
Anita

**Anita Larson**



**Vice President and Counsel**  
8837 Bond Street  
Overland Park, KS 66214  
Office: 812.213.1095  
Mobile: 785.331.7296  
Email: [anita.larson@qservicesco.com](mailto:anita.larson@qservicesco.com)

---

**From:** McLaughlin, Michelle M [<mailto:Michelle.McLaughlin@windstream.com>]  
**Sent:** Wednesday, November 22, 2017 10:10 AM  
**To:** Anita Larson <[Anita.Larson@metronetinc.com](mailto:Anita.Larson@metronetinc.com)>; King, Daniel <[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com)>  
**Cc:** Lloyd, James <[James.Lloyd@windstream.com](mailto:James.Lloyd@windstream.com)>  
**Subject:** RE: Pole Attachment

Good morning, Anita  
Lexington is in the Windstream Kentucky East territory. I also prepared a Windstream Kentucky West agreement in case you wanted all of Kentucky covered. Also attached is our application in excel format for easier use. Please contact me after your review. I look forward to working with you as well.  
Michelle  
Analyst II  
319 790 6910

---

**From:** Anita Larson [<mailto:Anita.Larson@metronetinc.com>]  
**Sent:** Wednesday, November 22, 2017 9:27 AM  
**To:** King, Daniel <[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com)>; McLaughlin, Michelle M <[Michelle.McLaughlin@windstream.com](mailto:Michelle.McLaughlin@windstream.com)>  
**Cc:** Lloyd, James <[James.Lloyd@windstream.com](mailto:James.Lloyd@windstream.com)>  
**Subject:** RE: Pole Attachment

Dan: Thanks for the quick response!

Michelle: Would you please email me Windstream's pole attachment agreement for Kentucky? I appreciate it. I look forward to working with you.

Thanks again!  
Anita

**Anita Larson**  
**Vice President and Counsel**  
8837 Bond Street  
Overland Park, KS 66214  
Office: 812.213.1095  
Mobile: 785.331.7296  
Email: [anita.larson@qservicesco.com](mailto:anita.larson@qservicesco.com)

---

**From:** King, Daniel [<mailto:Daniel.King@windstream.com>]  
**Sent:** Wednesday, November 22, 2017 9:24 AM  
**To:** Anita Larson <[Anita.Larson@metronetinc.com](mailto:Anita.Larson@metronetinc.com)>; McLaughlin, Michelle M <[Michelle.McLaughlin@windstream.com](mailto:Michelle.McLaughlin@windstream.com)>  
**Cc:** Lloyd, James <[James.Lloyd@windstream.com](mailto:James.Lloyd@windstream.com)>  
**Subject:** RE: Pole Attachment

Anita:

COPY

FIBER AGREEMENT

This Agreement is made as of this 1st day of October 2000, by and between **The Cincinnati Gas & Electric Company** ("CG&E"), an Ohio corporation, **PSI Energy, Inc.** ("PSI"), an Indiana corporation, **The Union Light Heat & Power Company** (ULH&P), a Kentucky corporation, **The Lawrenceburg Gas Company** ("LGC"), an Indiana corporation, **The West Harrison Gas And Electric Company** ("WHG&E"), an Indiana corporation, and **Kentucky Data Link, Inc.** ("KDL"), a Kentucky corporation. CG&E, PSI, ULG&P, LGC and WHG&E, are herein collectively called the "Operating Companies" and individually called an "Operating Company." The Operating Companies are subsidiaries of **Cinergy Corp.** ("Cinergy"), a Delaware corporation.

In consideration of the mutual covenants and terms and conditions contained in this Agreement, the parties agree as follows:

**GENERAL AGREEMENTS AND UNDERSTANDINGS**

1. The Operating Companies provide electricity and natural gas to customers in the states of Indiana, Ohio and Kentucky. In connection with those operations and throughout the above states, the Operating Companies own or control certain poles, towers, conduits and related facilities (collectively called "Utility Structures") and rights of way related to such Structures (the "Cinergy Service Territory"). The Operating Companies require dark fiber strands or Fiber Optic Capacity throughout the Cinergy Service Territory, for their internal intra-company communications in connection with the above described operations. KDL desires to install fiber optic routes on behalf of the Operating Companies throughout portions of the Cinergy Service Territory along Routes determined by KDL from time to time on the terms and conditions stated in this Agreement.
2. Fiber installed along a Route under this Agreement will be owned by the Operating Company(ies) that owns or controls the Utility Structures and rights of way along such Route (called the "Applicable Operating Company"); the Applicable Operating Company shall retain two (2) dark fiber strands, or Fiber Optic Capacity (as defined in the Glossary Section), along each such Route for its internal telecommunication and data transmission needs. Additionally, the Applicable Operating Company shall have the option of retaining more than two (2) dark fiber strands in accordance with Footnote 1 at the bottom of page 3 below. The Applicable Operating Company will lease unneeded dark fibers to KDL via an indefeasible right of use ("IRU") in consideration for KDL's construction, maintenance and repair of the Fiber along that Route.
3. KDL has entered into this Agreement in an effort to expand its telecommunications business throughout the states of Indiana, Ohio and Kentucky.
4. The Operating Companies have entered into this Agreement to implement their planning for their long-term telecommunications and data transmission needs for the safe, reliable, and efficient operation of their electric and gas systems.



WIN3137

5. By working together on the Fiber Projects covered by this Agreement, the parties believe they can effect economies in the development of their desired fiber resources and in the continued operation and maintenance thereof.
6. Each defined term shall have the meaning ascribed to such term in the attached "Glossary of Terms."

### PROJECT PLANNING

7. At such time that KDL desires to add a Fiber Project to this Agreement, it shall inform the Applicable Operating Company of such decision. The parties shall then work together, in good faith and in compliance with applicable laws, to schedule the timing of the installation of the Route(s) to be covered by such Fiber Project in a manner that will allow each to meet its desired completion date for that Fiber Project. Further, the Applicable Operating Company shall diligently work to provide KDL with both (a) a reasonable estimate of the costs to perform any make ready work required for the contemplated Fiber Project and (b) the fiber count the Applicable Operating Company desires for that Fiber Project, subject to terms set forth in this Agreement. If the parties are able to agree on the timing schedule and make ready estimate, in accordance with the Operating Companies' Telecom Queuing Process, KDL shall provide the Applicable Operating Company with a Project Description for that Fiber Project. Unless otherwise agreed, the Project Description shall be in the form of Exhibit A attached hereto. Upon receipt of a signed Project Description from KDL, the Applicable Operating Company shall countersign and return a fully signed original of such Project Description to KDL unless there is a statutory, administrative or physical impediment. Each such Project Description will be added to this Agreement and shall be governed by the terms set forth herein. Prior existing Agreements may be governed by the terms and conditions of this Agreement, subject to the agreement of the parties hereto.

### CONSTRUCTION

8. Engineering/Planning. The Operating Companies and KDL agree that KDL shall engineer and otherwise design each Route that is made a part of this Agreement in accordance with the Operating Companies' Guide for Installing Fiber Optic Cable. KDL shall be responsible for the costs incurred by it in connection with such efforts.
9. Make-Ready. The Applicable Operating Company shall diligently perform all make ready work along each Route that is made a part of this Agreement. KDL shall reimburse the applicable Operating Company for the cost of all such work.

10. Construction and Installation. After the Applicable Operating Company performs the necessary make ready work, KDL, at its cost<sup>1</sup>, shall have the Fiber constructed along the Route. All such work shall comply (i) with reasonable and customary construction practices and (ii) with the minimum requirements of applicable governmental regulations and codes, including, but not limited to, the National Electrical Code (“NEC”) and National Electrical Safety Code (“NESC”).

## MAINTENANCE

11. Fiber. KDL shall, at its own expense, perform all maintenance required to keep the Fiber, including that fiber retained by the Operating Companies, in good working order, condition and repair, ordinary wear and tear excepted, throughout the useful life of the Fiber (and at its discretion, KDL may replace certain of the Fiber from time to time). KDL’s maintenance shall be done in accordance with telecommunication industry standards. In the event maintenance is required on Fibers that are located in the Power Zone on Operating Company Utility Structures (distribution or transmission), unless otherwise required by law, such maintenance shall be coordinated by KDL, who will employ the Operating Company or a qualified contractor (such qualifications to be reasonably set by Operating Company) to perform such maintenance. KDL shall be responsible for the actual cost associated with such work<sup>2</sup>.

- (a) KDL shall give at least two days’ notice to the Applicable Operating Company before performing any non-emergency maintenance on any of the Fiber installed on that Operating Company’s Utility Structures. For any emergency maintenance, KDL shall give the Applicable Operating Company at least one hour’s notice. Such notice shall be given to the Applicable Operating Company at 1-800-262-3000

<sup>1</sup> The Applicable Operating Company may increase the number of fiber strands it retains (*i.e.* the fiber strands it does not lease to KDL) along a Route from two (2) fiber strands to that number of fiber strands, which equals five percent (5%) of the total number of strands KDL installs along that Route, rounded to the nearest even number (for example, if KDL installs a 96 count along a particular Route, the Applicable Operating Company may increase the number of fiber strands it retains along that Route to 4; if KDL installs a 144 count along a particular Route, the Applicable Operating Company may increase the number of fiber strands it retains along that Route to 8.). The election to increase such count shall be made prior to construction and reflected in the Project Description for that Fiber Project; and the Applicable Operating Company shall be responsible for its pro-rata share of Fiber costs related to such increased fiber count.

<sup>2</sup> If the Applicable Operating Company increases the number of fiber strands controlled by it along a Route above two (2), it shall reimburse KDL for the pro-rata share (based on the ratio of the number of such excess strands on the Route to the number of all strands on the Route) of KDL’s reasonable out-of-pocket costs for maintenance and repair work related to such increased fiber count.

- (b) KDL shall give at least two days' notice to the Applicable Operating Company before performing any non-emergency maintenance on any of the Fiber installed on that Operating Company's Utility Structures. For any emergency maintenance, KDL shall give the Applicable Operating Company at least one hour's notice. Such notice shall be given to the Applicable Operating Company at 1-800-262-3000
- (c) In the event emergency maintenance needs to be performed on the Applicable Operating Company's Utility Structures, that Operating Company reserves the right to commence and complete any such electric maintenance or restoration work prior to allowing KDL access to repair or maintain its Fiber. If requested by that Operating Company's personnel, KDL shall cease repair work and vacate the repair site until that Operating Company's maintenance and restoration procedures are complete.

12. Relocation. This Agreement is subject to the right of the Operating Company, without liability to KDL or its customers, to relocate, modify the geographic routing of, or to remove, replace or change, the location of any of its facilities in such a manner as will best enable the Operating Company, in its sole discretion, to fulfill its electric or gas service or other business requirements. When facilities are to be moved or replaced, the Operating Company will give KDL advanced written notice, where practical, of such move or replacement and cooperate with KDL in planning such move or replacement in order to preserve the connectivity and continuity of services of KDL and that of its customers. When Operating Company facilities are to be removed, the Operating Company shall give advance written notice to KDL of such removal so that KDL may make alternative arrangements for its facilities and equipment affected by such removal. KDL shall be responsible for its pro-rata share of any costs of relocation, modification of the geographic routing of, removal, replacement or change in the location of its facilities that affects KDL's facilities and related service, insofar as such changes are caused by KDL, such as attachment to an Operating Company supporting structures that must be upgraded to accommodate KDL's attachment or an upgrade of KDL's attachment to a supporting structure.

In the event that any relocation of Operating Company Utility Structures is necessitated by the lawful requirements of governmental authorities or a need to replace Operating Company Utility Structures that are, in the Operating Company's sole reasonable judgment, deteriorated or worn out, the Parties, if required to by law, shall share the cost, on a pro-rata basis, as reasonably determined by Operating Company, of restoring the facilities that the Parties physically share. If the parties are not, by law, required to share such costs, the Applicable Operating Company shall be responsible for any such costs. Nothing in this Agreement is meant to limit the right of either Party to seek compensation from any governmental authority for the costs of such relocation or replacement.

13. Operating Company Utility Structures. The Operating Companies shall, throughout the Term of this Agreement, at their expense maintain their Utility Structures in good working order, condition and repair.

#### INTERESTS/RIGHTS

14. Legal Title/Lease Arrangement. The Applicable Operating Company shall own all of the Fiber installed pursuant to this Agreement; and KDL shall automatically and without further action,

have an indefeasible, fully paid-up (with no periodic lease payments), fully transferable lease on the portion of the Fiber controlled by it along the Routes (the "IRU Fibers"). This indefeasible right to use ("IRU") is an exclusive and irrevocable right, subject to termination only as provided herein, to use the IRU Fibers; provided that the grant of such IRU does not convey legal title to KDL in the IRU Fibers. On the lease commencement date, the Applicable Operating Company agrees that all of such Operating Company's rights and remedies under any manufacturer's or similar warranties that apply to the leased Fiber shall be automatically assigned to KDL. All right, title and interest in all of KDL's other facilities and associated equipment to be placed along the Route(s) (transmission hardware, etc.) shall at all times remain exclusively with KDL.

15. Rights/Restrictions.

- (a) The Fiber controlled by KDL may be used for any lawful purpose by KDL or any third party KDL allows to use such Fiber. KDL understands and agrees that such leasehold is subject to such restrictions and conditions as are, in the Operating Company's sole reasonable judgment, necessary to ensure the safety, reliability and operating efficiency of the Operating Company's electric and gas operations.
- (b) The Fiber controlled by the Applicable Operating Company is nontransferable except as specified in section 20 of this Agreement and may only be used by the Operating Companies for their own internal intra-company communications needs.

16. Liens and Encumbrances. So long as KDL is not in default under the Fiber Lease, PSI hereby agrees and covenants that it will not cause or permit an event of default to occur and continue under its Indenture dated September 1, 1939, as amended and supplemented (the "PSI Mortgage") such that the Trustee or the bondholders under the PSI Mortgage take possession of, foreclose upon, or sell the leased fibers free and clear of the rights of the Lessee under the Fiber Agreement.

So long as KDL is not in default under the Fiber Agreement, CG&E hereby agrees and covenants that it will not cause or permit a completed default to occur and continue under its First Mortgage dated as of August 1, 1936, as amended and supplemented (the "CG&E Mortgage") such that the Trustee or the bondholders under the CG&E Mortgage take possession of, foreclose upon, or sell the leased fibers free and clear of the rights of the Lessee under the Fiber Agreement.

The Operating Companies shall keep the Fiber leased to KDL, free from any and all liens and claims, except for the above referred to PSI mortgage and CG&E mortgage.

PSI represents to KDL that Section 7 of Article X of the PSI Mortgage provides that, so long as PSI is not in default thereunder, PSI may execute and deliver a lease or leases in the usual form for any of its non-utility property that the interest of the lessee or lessees under any such lease shall be free from the lien of the PSI Mortgage; and that upon the request of the Company the Trustee shall execute and deliver such documents as in the opinion of counsel may be necessary to free from the lien of the PSI Mortgage the interest of the lessee under any such lease, but the interest of PSI, as lessor under any such lease, shall be subject to the lien of the PSI Mortgage. PSI further represents that the term "opinion of counsel" is defined in the PSI Mortgage as an opinion in writing signed by counsel appointed by the Board of Directors of PSI and approved by the Trustee. As soon as

practicable after the execution and delivery of the Fiber Agreement, PSI agrees to request the Trustee under the PSI Mortgage to execute and deliver such documents as in the opinion of counsel may be necessary to free from the lien of the PSI Mortgage the interest of the Lessee under the Fiber Agreement pursuant to Section 7 of Article X of the PSI Mortgage.

In connection with the sale of the leased fibers by KDL to CG&E, KDL shall retain a vendor's lien or purchase money mortgage lien on such leased fibers to secure CG&E's obligation to pay the purchase price of such lease Fibers as set forth in the Fiber Agreement, which lien shall exist on the date of acquisition of such leased fibers by CG&E and continue for the term of the Fiber agreement. CG&E agrees to execute and deliver and file such Uniform Commercial Code financing statements and other documents as shall be reasonably requested by KDL from time to time to perfect such lien.

17. Interconnection. At each end of a Route, and at the splice points designated in the applicable Project Description, each party shall be responsible for, and pay all costs associated with, installing equipment and facilities necessary in order to utilize fiber strands under its control and each shall also be responsible for, and pay all costs associated with, interconnecting its fiber strands to such equipment. All access to the Fiber shall be arranged through, and performed by, KDL or a KDL contractor, in accordance with section 11 of this Agreement.

#### **GENERAL TERMS & CONDITIONS**

18. Term. This Agreement shall become effective upon its execution and shall continue in effect for a term of ninety-nine (99) years. Thereafter, the Agreement shall automatically renew on a year to year basis, unless and until terminated by either party on six (6) months notice.

(a) Significant Regulatory Change. If an applicable legislature, Court of competent jurisdiction, or administrative agency alters or amends a statute, rule, or order such that it is economically unreasonable for the affected party to continue under this Agreement or any Fiber Project related to this Agreement, as applicable, and the parties are not able, after negotiating in good faith, to come to a mutually agreeable equitable solution, the affected party may immediately terminate this Agreement or the affected Fiber Project, as applicable, after providing the other party with notice of such altered or amended statute, rule, or order.

(b) Regulatory Changes not Applicable to 18 (a). If neither party exercises its rights pursuant to Section 18(a) of this Agreement then to the extent that utility costs directly assignable to transactions under this Agreement may change due to municipal ordinance, statute, rule, order, contract, or settlement and such costs are unrecoverable through rates, each party will assume its pro-rata share of such costs, as reasonably determined by Operating Company.

(c) Because substantially all of the moneys paid by KDL in connection with Fiber Project under this Agreement are paid for up front by KDL, the parties agree that, if any then existing Fiber Project terminates prior to the ninety-nine (99) year term, KDL shall have the right to purchase all Fiber controlled or leased by it in connection with such Fiber Project (ie excluding strands controlled by the Applicable Operating Company) at a cost of ten dollars (\$10) from the

Operating Companies. Thereafter, KDL shall be allowed to benefit from any of the Operating Companies' pole attachment rights and rights-of-way, if any, that might extend to KDL in connection with such Fiber.

19. Taxes. Notwithstanding who has legal title to the Fiber, it is understood and agreed as between the parties that for accounting and federal and all applicable state and local tax purposes, KDL shall be treated as the owner of the fiber strands it controls; and the applicable Operating Company shall be treated as the owner of the fiber strands it controls.

20. Successors and Assigns.

(a) *Generally.* This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and permitted assigns. Unless otherwise set forth herein, neither of the parties may assign this Agreement to any other person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(b) *Exceptions.* Notwithstanding the foregoing,

(i) the parties may assign this Agreement without the consent of the other party to any affiliate of such party, to the surviving entity into which such party may merge or consolidate, or to any entity to which the party transfers all, or substantially all, of its business and assets; and

(ii) KDL shall also have the right, without the consent of the Operating Companies, to assign or otherwise transfer this Agreement as collateral to any lender to KDL (or lender to any successor or assign of KDL); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement.

21. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, and shall be deemed to have been duly given (a) on the date of personal delivery, (b) on the date of delivery to a nationally recognized overnight delivery service, (c) on the date of deposit in the U. S. mails, postage prepaid, by certified mail, return receipt requested, or (d) on the date of transmission by telephonic facsimile transmission, in each case addressed as follows, or to such other addresses or facsimile numbers as shall be designated from time-to-time by the parties pursuant to this paragraph 21:

If to KDL to:

If to the Operating Companies to:

Kentucky Data Link, Inc.  
1419 W. Lloyd Expressway, Suite 100  
Evansville, Indiana 47710  
Attention: John Greenbank  
President  
Fax: 812/461-3363

Cinergy Corp.  
221 East Fourth Street  
Cincinnati, OH 45202  
Attention: Paul Kling  
Manager T & D Engineering  
Fax: 513/287-3698

With copy to:  
Kentucky Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214  
Attention: Legal Department  
Fax: (913) 492-1684

With copy to:  
Cinergy Corp.  
1000 East Main Street  
Plainfield, IN 46168  
Attention: Legal Department  
Fax: (317) 838-1842

22. Force Majeure. In the event KDL or the Operating Companies are delayed in or prevented from performing any of its respective obligations under this Agreement due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of insurrection, acts of civil or military authority, including orders and decisions by applicable administrative agencies, fires, floods or earthquakes, fiber cuts or other causes beyond the reasonable control of the party delayed, then such delay or nonperformance shall be excused. If any such delay or nonperformance due to the foregoing causes or events occurs or is anticipated, the party affected shall promptly notify the other party in writing of such event or expected event and the cause and estimated duration of such event. The party affected by such event shall, at no cost to the other party, exercise due diligence to shorten or avoid the delay or nonperformance and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay or nonperformance.

23. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY DEFECT IN, DELAY IN OR LOSS OF AVAILABILITY, OR FAILURE OF THE FIBER.

24. Indemnification.

- (a) Operating Company shall defend, indemnify and hold harmless KDL and each of its officers, directors, employees and agents, from and against, and shall pay the full amount of, any loss, liability, claim, damages, expense, including costs of investigation and defense and reasonable attorney's fees, whether or not involving a third-party claim (collectively, Damages), arising, directly or indirectly, from Operating Company's acts or omissions in connection with this Agreement, except to the extent caused by KDL. Such indemnity shall apply regardless of whether the Damages result from any asserted or actual negligence or willful misconduct of, or breach of warranty by, KDL or any of its officers, directors, employees or agents. Such indemnity shall not apply, however, to the extent that KDL receives insurance proceeds in respect of any such Claim.
- (b) KDL shall defend, indemnify and hold harmless the Operating Company and each of its officers, directors, employees and agents, from and against, and shall pay the full amount of, any loss, liability, claim, damages, expense, including costs of investigation and defense and reasonable attorney's fees, whether or not involving a third-party claim (collectively, Damages), arising, directly or indirectly, from KDL's acts or omissions in connection with this Agreement, except to the extent caused by Operating Company. Such indemnity shall apply regardless of whether the Damages result from any asserted or actual negligence or willful misconduct of, or breach of warranty by, the Operating Company or any of its officers, directors, employees or agents. Such indemnity shall not apply, however, to the extent that Operating Company receives insurance proceeds in respect of any such Claim.
- (c) Procedure for Indemnification. Within 10 days after receipt by Indemnitee of written notice of any claim or the commencement of any action, suit, litigation or other proceeding against it (Proceeding) with respect to which it is eligible for indemnification hereunder, Indemnitee shall notify Indemnitor thereof. Failure to so notify Indemnitor shall not relieve Indemnitor of its indemnification obligation, unless Indemnitor establishes that defense thereof has been prejudiced by such failure. Thereafter, Indemnitor shall be entitled to participate in such Proceeding and, at its election upon notice to Indemnitee to assume the defense of such Proceeding. If Indemnitee has given timely notice to Indemnitor of the commencement of such Proceeding, but Indemnitor has not, within 10 days after receipt of such notice, given notice to such Indemnitee of its election to assume the defense thereof, Indemnitor shall be bound by any determination made in such Proceeding or any compromise or settlement made by Indemnitee. A claim for indemnification for any matter not involving a third-Party claim may be asserted by notice from Indemnitee to Indemnitor.

25. Disclaimer. THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

26. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same document.

27. Expenses. Except as otherwise expressly provided herein or therein, each party shall bear the costs and expenses incurred by it in negotiating, entering into and performing any of its obligations under this Agreement.

28. Headings. The headings of this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

29. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby. If this Agreement shall be held to be unenforceable against either party, the enforceability of such agreement against the other party hereto shall not in any way be affected or impaired thereby.

30. Dispute Resolution. KDL and the Operating Companies plan to use due diligence to work together to implement this Agreement. However, the parties understand that unforeseen issues and conflicts may arise. It is the intention of the parties that this Agreement not terminate prior to the expiration of the Term. Rather, the parties acknowledge their desire to reach a working solution to such issues and conflicts by employing the following dispute resolution process:

- (a) To the extent that any issue of or relating to this Agreement cannot be reasonably resolved by KDL and the Operating Companies, a designated representative of each party shall meet promptly in an effort to resolve the dispute extrajudicially.
- (b) If the dispute is not resolved as a result of such meeting, the dispute shall be immediately referred in writing to the members of senior management of each party. The members of senior management shall meet to attempt to resolve the dispute within twenty (20) days after the meeting described in paragraph 30(a) above.
- (c) No less than ten (10) days prior to the meeting of senior managers, the parties shall exchange written statements of the issues in dispute, the facts and evidence supporting each side, and the name of the member of senior management designated and authorized to resolve the dispute.
- (d) If the good faith attempts to resolve the dispute as stated in paragraphs 30(a), (b) and (c) are unsuccessful, either party may start binding arbitration in Evansville, Indiana. The arbitration will be before a three-arbitrator panel. KDL will select one arbitrator to

represent its interest, at its sole expense; and the Operating Companies will select one arbitrator to represent their collective interests. The final arbitrator, who shall be impartial, will be selected by the two partial arbitrators. In the event the two partial arbitrators shall fail to select an impartial arbitrator, either party may apply to a court of law to have a judge select an impartial arbitrator. The three arbitrators by majority ruling may adopt such procedures as they deem efficient and appropriate for making the determinations submitted to them for adjudication. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. Each party shall bear its internal expenses and its attorney's fees and expenses, and jointly share the cost of the impartial arbitrator. The decision(s) of a majority of the arbitrators shall be final and binding on the parties.

- (e) Notwithstanding the foregoing, either party may resort to a court by applying for interim relief if such party reasonably determines that such relief is necessary to prevent irreparable injury to it or to a third party.

31. Binding Agreement. This Agreement, including the attachments, embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous oral or written agreements between the parties, and once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties.

32. Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State in which the affected Operating Company resides, without regard to conflicts of laws principles.

33. Customer Information Disclosure. The Operating Companies and the KDL understand and agree that KDL shall not have access to, share or have the opportunity to obtain the Operating Companies' customer information except to the extent that is otherwise permitted to any telecommunications company under applicable state and federal law, rules and regulations, and tariffs, including law affecting the privacy and disclosure of customer information, as they exist today and as changed from time to time.

34. Confidentiality. In light of the competitive circumstances, including regulatory changes, in both the energy and telecommunications markets, the Parties understand and agree that they will be exchanging information and entering into agreements for the construction and lease of facilities, the disclosure of which is likely to harm their competitive positions in their respective markets. Therefore, they agree that the business information, materials, and business plans that they provide to or discuss with each other, along with the terms and conditions thereof are deemed to be confidential unless the disclosing Party indicates otherwise.

Each Party shall, during the term of this Agreement and thereafter, take all steps reasonably necessary to hold in trust and confidence and to protect from disclosure to the public or third parties information of the other that it knows or has reason to know is the trade secret or confidential information of the other.

Confidential information does not include:

- (a) information that is now or hereafter becomes, through no act or omission of the Party receiving the information, generally known or available in the relevant industry or industries, or is now in or later enters the public domain through no act or omission of the Party receiving the information;
- (b) information that was acquired by the receiving Party prior to entering into this Agreement and without restrictions of the information's use and disclosure;
- (c) information that has been or is hereafter received by the receiving Party from a third party who has rightfully and lawfully disclosed the information to the receiving Party;
- (d) information that the receiving Party discloses pursuant to written permission of the Party whose confidential information is to be disclosed under such permission.

If a Party receives a request for disclosure of the confidential information of the other Party pursuant to lawful order, such as discovery requests or court or administrative agency order, that Party will give immediate notice to the other of such request and the Parties will cooperate to obtain a protective order or other lawful protection against disclosure of such confidential information in the public record or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

**Kentucky Data Link, Inc.**

**The Cincinnati Gas & Electric Company**

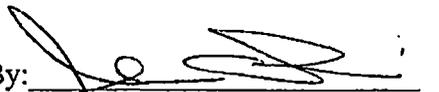
By:   
 Name: Albert E. Cinelli  
 Title: Chairman

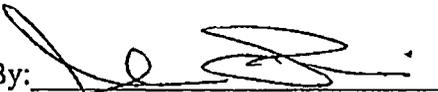
By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO

ENERGY DELIVERY BU

**PSI Energy, Inc.**

**The Union Light Heat & Power Company**

By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO

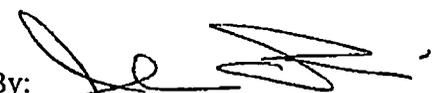
By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO

ENERGY DELIVERY BU

ENERGY DELIVERY BU  
**The Lawrenceburg Gas Company**

**The West Harrison Gas and Electric Company**

By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO

By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO

ENERGY DELIVERY BU

ENERGY DELIVERY BU

## GLOSSARY OF TERMS

"Agreement" means this Agreement and all extensions and modifications hereof, together with all addenda, attachments, appendices, exhibits and schedules.

"Fiber" means fiber cable, up to 144 single-mode fiber strands (or copper strands, as applicable) and attachment hardware to be installed on and between the Applicable Operating Company's Utility Structures pursuant to this Agreement.

"Fiber Optic Capacity" means on-net transmission capacity (1 T1, 1 DS3 or 1 OC3) between any two (2) KDL points-of-presence ("KDL POP") located along a specific Route described in a Project Description or located at an end of a Route described in a Project Description

"Fiber Projects" means those projects described in the Project Descriptions attached as Exhibit A.

"Power Zone" is that area of a standard utility pole above the Communications Zone and Neutral Zone in the proximity of electrical conductors.

"Project Descriptions" are the forms attached as Exhibit A that describe the Fiber Projects covered by this Agreement.

"Route" means a continuous path of Utility Structures, on and between which KDL installs Fiber pursuant to this Agreement.

EXHIBIT A- PROJECT DESCRIPTIONS  
PROJECT DESCRIPTION #

1. Project Defined.

Section 1

Fiber: KDL, at its cost, to install one (1) fiber optic cable or FOG Wire and related fiber strands, splices and terminations.

Route: \_\_\_\_\_

It is understood that the Fiber may, at KDL's discretion, be placed in the Power Zone along such Route. It is also understood that KDL will be allowed to place the Fiber in a position that will require the least amount of make ready work. (Approximately \_\_\_\_ miles).

Both parties will use best efforts to have Fiber described in this Section 1 installed on or before \_\_\_\_\_, 2 \_\_\_\_.

2. Applicable Operating Company Strands/KDL Strands Defined.

On the terms of the Agreement, the Applicable Operating Company will retain \_\_\_\_ of the single-mode fiber strands installed along the Route described in Section 1 above. On the terms of the Agreement, the Applicable Operating Company may elect two (2) fiber strands or that number of fiber strands, which equals five percent (5%) of the total number of strands KDL installs along that Route, rounded to the nearest even number (See Footnote 1 from Section 10 of the Agreement and Footnote 2 from Section 13 of the Agreement). Alternatively, the Applicable Operating Company may elect zero (0) fiber strands, in which case KDL would provide transmission capacity (1 T1, 1 DS3 or 1 OC3) between any two (2) of the following KDL points-of-presence ("KDL POP"): a KDL POP located along the

Route described in Section 1 above or a KDL POP located at an end of the Route described in Section 1 above.

KDL will lease the fiber strands installed along this Route that are not retained by the Operating Company,.

3. **Special Terms.**

*Ground Space (Optional at KDL's Discretion).* The Applicable Operating Company hereby leases to KDL for fair market value of \$\_\_\_\_\_, receipt of which is hereby acknowledged, and KDL hereby leases from such Company for fair market value of \$\_\_\_\_\_, a \_\_\_\_\_ square foot portion of ground space on property already owned by such Company at an Operating Company's substation along with ingress and egress thereto, sufficient for KDL to construct up to a \_\_\_\_\_ square foot building and to locate certain equipment associated with the operation of its fiber optic network. The parties agree to use their best efforts to identify the exact ground space and to prepare, sign and file in the appropriate court office a Memorandum of said Lease within ninety (90) days of the date KDL first intends to use such ground space.

4. **Basic Agreement.** This Project Description is hereby incorporated in its entirety into the Agreement between The Cincinnati Gas & Electric Company, PSI Energy, Inc., The Union Light Heat & Power Company, The Lawrenceburg Gas Company, The West Harrison Gas And Electric Company, and Kentucky Data Link, Inc., and is effective as of this \_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

Kentucky Data Link, Inc.

The Applicable Operating Company

By: \_\_\_\_\_

By: \_\_\_\_\_

## POLE ATTACHMENT RIGHTS/DARK FIBER RIGHTS EXCHANGE AGREEMENT

This POLE ATTACHMENT RIGHTS/DARK FIBER RIGHTS EXCHANGE AGREEMENT ("Agreement") is effective as of the 7<sup>th</sup> day of February, 2005 by and between Kentucky Data Link, Inc. ("KDL"), a Kentucky corporation, and Cinergy MetroNet, Inc. ("CMN"), an Indiana corporation. KDL and CMN are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

1. Purpose. Pursuant to that certain Fiber Agreement dated October 1, 2000, by and between KDL and certain of Duke Energy Corporation's affiliate companies (collectively "Duke") which is attached hereto as Exhibit A ("Fiber Agreement"), KDL has secured the right to locate fiber optic cable on utility poles owned or controlled by Duke. CMN wishes to install and use fiber optic cable along certain Duke utility pole routes (collectively the "Duke Routes" each individually a "Duke Route"). KDL wishes to obtain rights to, and use of, dark fiber along the Duke Routes. The Parties, therefore, wish to enter into this Agreement, the terms of which will govern the exchange of dark fiber rights for pole attachment rights and maintenance services as more particularly set forth below.

2. Request for Duke Routes. At any time during the term of this Agreement, CMN may request the right to locate fiber optic cable along a Duke Route by sending KDL written notice. Upon receipt of such notice, KDL shall promptly review CMN's request and shall notify CMN in a timely manner if KDL does not have the rights under the Fiber Agreement to satisfy CMN's request. If KDL is able to accommodate CMN's request under the terms of the Fiber Agreement, the Parties shall promptly start working on a Project Description as more particularly described in Section 3 below for the requested Duke Route. Upon completion, KDL shall promptly submit the Project Description to Duke for approval and shall use commercially reasonable efforts to secure such approval in a reasonable time frame.

3. Incorporation of Duke Routes. Each Duke Route covered by this Agreement shall be identified and described in an Exhibit B Project Description that incorporates itself into this Agreement by reference and that is signed by both Parties. Each such Exhibit B shall set forth the following information for each Duke Route: (i) a description of the utility pole route; (ii) the total number of fiber strands to be located along the utility pole route; (iii) the number of fiber strands being retained for use by KDL along the utility pole route pursuant to the terms of this Agreement; and (iv) the number of fiber strands to be utilized by CMN along the utility pole route. Unless otherwise agreed to by the Parties, each Exhibit B Project Description shall be in the form of Exhibit B attached hereto.

4. Make Ready and Installation Work. KDL shall perform, or oversee the performance of, all make ready and installation work associated with the location of CMN fiber optic cable on each Duke Route set forth in an Exhibit B Project Description that is approved by Duke. All such work shall be performed by KDL in accordance with telecommunications industry standard practices. CMN shall pay all Costs of make ready and installation work. For purposes of this Agreement, the term "Costs" shall be the sum of: (a) all actual costs paid or payable by KDL including, without limitation, labor costs, pass through costs paid to third parties, and materials costs and (b) an overhead allocation equal to fifteen percent (15%) of the sum of the costs set forth in (a).

5. Cost Estimate. Prior to the commencement of any make ready and installation work, KDL shall provide CMN with a reasonable estimate of the Costs associated with such work ("Cost Estimate"). If CMN approves the Cost Estimate, KDL shall then diligently perform, or oversee the performance of, the make ready and installation work. Notwithstanding the foregoing, KDL may require CMN to pay all or any portion of the Cost Estimate in advance as a condition of commencing with the make ready and installation work. In such case, when the make ready and installation work has been completed, KDL shall provide CMN with documentation of the actual Costs associated with such work. If the actual Costs are less than the Cost Estimate, KDL shall issue CMN a credit equal to the difference. If the actual Costs are greater than the Cost Estimate, KDL shall invoice CMN for the difference.

6. Billing and Payment. KDL shall invoice CMN for all amounts due under this Agreement. All invoices shall be due and payable within thirty (30) days of receipt by CMN. KDL reserves the right to apply a late charge equal to one and half percent (1.5%) per month (or the maximum legal rate, if less) on any unpaid balance. CMN shall reimburse KDL for all fees KDL incurs collecting any past due undisputed charges from CMN including, but not limited to, attorneys fees and collection fees. Should CMN dispute any of the charges on an invoice, it shall notify KDL in writing within sixty (60) days after CMN's receipt of invoice of the disputed charges and CMN's reason for disputing the same. If CMN does not deliver a challenge or dispute to any invoice within sixty (60) days after CMN's receipt of that invoice, the invoice will be considered final and accepted without recourse or later dispute by CMN.

7. Transfer of Title. Pursuant to the terms of the Fiber Agreement, Duke is required to retain title to all fiber optic cable, including the cable sheath, installed by KDL along each Duke Route. Therefore, automatically, without further action, CMN hereby conveys to KDL title and ownership in all of the CMN fiber optic cable, including the cable sheath, installed along each Duke Route covered by this Agreement now and in the future (collectively the "Installed Fibers"). As a condition of such transfer, KDL agrees to convey to Duke, title and ownership to the Installed Fibers located on each Duke Route covered by this Agreement.

8. Grant of IRU. KDL shall retain the greater of: (i) eight (8) fibers; or (ii) ten percent (10%) of the Installed Fibers (rounded up to the nearest even number) for its use and Duke's use. In return, KDL hereby grants CMN a fully paid-up (with no periodic lease payments), fully transferable indefeasible right of use ("IRU") in the remaining ninety percent (90%) of the Installed Fibers. Such IRU shall be an exclusive and irrevocable right, for the duration of this Agreement.

9. Gaps in Duke Routes. CMN may request that KDL obtain rights to install fiber optic cable along a route that commences on Duke utility poles but has segments that are not covered by Duke utility poles (e.g. segments that go underground, across bridges or on utility poles owned by third parties) before again being connected to Duke utility poles ("Gap Segments"). It is understood by the Parties that without having rights in fiber optic cable located along the Gap Segments such routes would be incomplete and of little value to KDL. Therefore, CMN agrees to secure and maintain the underlying rights necessary to install fiber optic cable along the Gap Segments and hereby grants KDL an IRU in the greater of: (i) eight (8) fibers; or (ii) ten percent (10%) of the CMN fibers (rounded to the nearest even number) located along the Gap Segments. KDL shall be responsible for installing and maintaining the CMN fiber optic cable along the Gap

Segments in accordance with the terms set forth in Sections 4 and 11 of this Agreement. For avoidance of doubt, CMN shall own the fiber optic cable along the Gap Segments.

10. Use. Each Party shall use the fibers granted or used by such Party pursuant to this Agreement in a manner that does not cause material technical interference with the other Party's network, fiber, or any equipment or element thereof. Each Party shall be responsible for the operation and maintenance of any equipment it attaches or uses in conjunction with the fibers granted or used by such Party pursuant to this Agreement. Neither KDL, nor any affiliate of KDL, shall use any of the IRU fibers to directly provide voice, video and/or Internet services to residential or small business consumers in competition with voice, video and/or Internet services provided by CMN. Notwithstanding the foregoing, KDL or any KDL affiliate may use the IRU fibers: (i) to provide wholesale transport services to any carrier including, without limitation, carriers providing voice, video and data services to residential and business consumers; (ii) to provide services to any school or post secondary school; or (iii) for any other purpose not prohibited under this Agreement.

11. Maintenance of the Installed Fibers. As additional consideration for the rights granted to KDL under this Agreement, throughout the useful life of the Installed Fibers, KDL shall use commercially reasonable efforts to ensure that the Installed Fibers are maintained in good working order, condition and repair, ordinary wear and tear excepted. KDL shall also perform, or oversee the performance of, all relocation activities involving the Installed Fibers. CMN shall reimburse KDL for all Costs associated with the maintenance and relocation of the Installed Fibers.

12. Term. The term of this Agreement shall be coterminous with the term of the Fiber Agreement.

13. Taxes. Notwithstanding who has legal title to the Installed Fibers in any of the Duke Routes or the fibers located along the Gap Segments, it is understood and agreed as between the Parties that for accounting and federal and all applicable state and local tax purposes, each Party shall be treated as the owner of that portion of the fibers it controls.

14. Representations and Warranties. Each Party represents and warrants that this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, and creditors' rights. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INSTALLED FIBERS OR ANY OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

15. Limitation of Liability. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT TO THE EXTENT CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

16. Specific Performance. The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that, due to the unique subject matter covered by this Agreement, each Party shall be entitled to specific performance as its sole remedy for a breach under this Agreement.

17. Limitation of Rights. All rights, duties and obligations set forth in this Agreement are expressly subject and subordinate to the terms and conditions of the Fiber Agreement and KDL's rights and obligations thereunder. KDL shall have no liability whatsoever to CMN if KDL fails to perform any duty or obligation under this Agreement as a result of (i) losing any of its rights under the Fiber Agreement for any reason; (ii) the terms and conditions of the Fiber Agreement; or (iii) any act or omission of Duke.

18. Post Termination Obligations. If the Fiber Agreement is terminated, so long as KDL has the ability, KDL shall exercise its rights under Section 18(c) of the Fiber Agreement to purchase the Installed Fibers. In such event, with the exception of the Installed Fibers that will be retained by KDL, KDL shall immediately pass title to CMN in all of the remaining Installed Fibers including the cable sheath. CMN, in turn, shall pass title to KDL in the greater of: (i) eight (8) fibers; or (ii) ten percent (10%) of the CMN fibers (rounded to the nearest even number) located along the Gap Segments. Thereafter, unless otherwise agreed to by the Parties, CMN shall be responsible for obtaining and paying all amounts associated with any third party underlying rights required to keep in place the Installed Fibers located along the Duke Routes and the CMN fiber optic cable located along the Gap Segments. KDL shall reimburse CMN for ten percent (10%) of the amounts paid to any third parties to secure and maintain such underlying rights. This Section 18 shall survive termination of the Agreement unless the Agreement is terminated pursuant to Section 20 below in which case it shall be of no further force or effect.

19. Abandonment. Each Party reserves the right to abandon its portion of the Installed Fibers or fibers located along the Gap Segments by delivering written notice to the other Party. Upon receipt of such notice, the non terminating Party shall have the option of taking title to the terminating Party's abandoned fibers in which case the Parties shall sign any documents necessary to consummate such transfer. For avoidance of doubt, once a Party has abandoned any Fibers and/or Gap Segment fibers pursuant to this Section 19, it shall have no further liability to the other Party under this Agreement for such abandoned Fibers and/or Gap Segment fibers.

20. Loan Agreement Obligations. The Parties previously entered into a Services Agreement by and among KDL, CMN and Norlight, Inc. (f/k/a Cinergy Communications Company) dated March 1, 2004, as amended ("Services Agreement"). The Services Agreement was approved by the United States Department of Agriculture's Rural Utilities Service Division (the "RUS"). The purpose of this Agreement is to further clarify the Parties' obligations under an arrangement the Parties believe is permitted under the Services Agreement. KDL, however, acknowledges and understands that CMN's rights and obligations under this Agreement are expressly subject and subordinate to the Loan and Security Agreement dated November 14, 2005, by and between CMN and the United States of America ("Loan Agreement"). Notwithstanding anything to the contrary herein, if this Agreement is determined by the RUS to be in violation of the Loan Agreement, upon written notice to KDL from CMN, this Agreement

shall immediately terminate and neither Party shall have any further obligation to the other Party hereunder. CMN shall endeavor to provide KDL with as much advance notice of termination as possible under the circumstances.

21. Assignment. Neither Party may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Parties may assign this Agreement without the consent of the other Party to any affiliate of such Party, to the surviving entity into which such Party may merge or consolidate, or to any entity to which the Party transfers all, or substantially all, of its business and assets. Each Party shall also have the right, without the consent of the other Party, to assign or otherwise transfer this Agreement as collateral to any lender of such Party (or lender to any successor or assign of such Party); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement. In the event any such lender assigns any rights it has under this Agreement, the non assigning Party agrees to accept performance of this Agreement by the assignee so long as the assignee is subject to the provisions of this Agreement.

22. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

All notices and other communications given to KDL at:

Kentucky Data Link, Inc.  
3701 Communications Way  
Evansville, IN 47715  
Attn: President

with a copy to:

Kentucky Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214  
Attn: Legal Dept

All notices and other communications shall be given CMN at:

Cinergy MetroNet, Inc.  
3701 Communications Way  
Evansville, IN 47715  
Attn: President

Cinergy MetroNet, Inc.  
8829 Bond Street  
Overland Park, KS 66214  
Attn: Legal Department

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may change the address to which future notices or other communications shall be sent by sending the other Party notice.

23. Force Majeure. Neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; government codes, ordinances, laws, rules, regulations or restrictions (collectively, "Regulations"); war or civil disorder; strikes or other labor disputes; or any cause beyond the reasonable control of such Party. The Party claiming relief under this Section 23 shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the Party claiming relief shall exercise reasonable commercial efforts to minimize the time of any such delay.

24. Non Exclusive. This Agreement is non exclusive and each Party reserves the right to enter into separate agreements or arrangements with Duke or any other third party regarding pole attachment rights or dark fiber rights involving the Duke Routes or Gap Segments.

25. Dispute Resolution. The Parties hereto plan to use due diligence and use their best efforts and work together to implement this Agreement and amicably resolve their differences. However, the Parties understand that issues and conflicts may arise where they reach an impasse. The Parties acknowledge their desire to reach a working solution by using good faith attempts to resolve such issues and conflicts. Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("Dispute"), will be resolved on a confidential basis, according to the following process, which either Party may start by delivering to the other Party a written notice describing the Dispute and the amount involved ("Demand").

After receipt of a Demand, authorized representatives of the Parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved 30 days after receipt of the Demand, either Party may start binding arbitration in Evansville, Indiana. The Parties will use their best efforts to conclude the arbitration as expediently as possible but in no event later than 60 days following commencement of any proceeding, provided there is no interim relief or court action sought that would delay the Parties from resolving the Dispute within such 60 day period. If such interim relief or court action is sought, then the Parties will use their best efforts to conclude the arbitration within 60 days following the final decision of the court in such action. The arbitration will be before a three-arbitrator panel. Each Party will select one partial arbitrator, in its sole discretion, to represent its interest at its sole expense. The partial arbitrator may be an employee, director, officer or principal of the Party. The final arbitrator, who shall be impartial, will be selected by the two partial arbitrators. In the event the two partial arbitrators shall fail to select an impartial arbitrator, either Party may apply to a court of law to have a judge select an

impartial arbitrator. The three arbitrators by majority ruling may adopt such procedures as they deem efficient and appropriate for making the determinations submitted to them for adjudication, and the Parties agree that no court shall have the power to interfere with the proceedings and judgments of the arbitrators. No statements by, or communications between, the Parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. Each Party shall bear its internal expenses and its attorney's fees and expenses, and jointly share the cost of the impartial arbitrator; provided, No interest shall be applied to any arbitration award. It is the intent of the Parties to first allow the arbitrators an opportunity to meet and negotiate a decision. However, if an agreement cannot be reached through negotiation, then the decision(s) of a majority of the arbitrators shall be final and binding on the Parties.

Notwithstanding the foregoing, either Party hereto may resort to a court by applying for interim relief, without the requirement to post a bond or security, if such Party reasonably determines that such relief is necessary because claims for money are not adequate to prevent irreparable injury to it or to a third party. The venue for any such proceeding shall be in Evansville, Indiana.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Indiana, without reference to its choice of law principles.

27. Waiver. The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment of its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

28. Jointly Drafted. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

29. No Third Party Rights. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing Party of this Agreement.

30. No Personal Liability. Each action or claim against any Party arising under or relating to this Agreement shall be made only against such Party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such Party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 30 and shall be entitled to enforce the obligations of this Section 30.

31. Relationship of the Parties. The relationship between CMN and KDL shall not be that of partners, agents, or joint venture.

32. Interpretation. The captions or headings in this Agreement are for convenience or reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement. Where context requires, singular terms shall include references to the plural and vice versa. Unless the context otherwise requires, the words "hereof," "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular article, section or provision of this Agreement. The format, words and phrases used in this Agreement shall have the meaning generally understood in the broadband and communications industries.

33. Survival. The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

34. Entire Agreement. This Agreement, along with Exhibit A and Exhibit B sets forth the entire understanding and supersedes all prior agreements and understanding between the Parties relating to the subject matter hereof. This Agreement may not be amended or otherwise modified except by an instrument in writing signed by an authorized representative of each Party. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise regarding the subject matter hereto other than as expressly stated in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written above.

Kentucky Data Link, Inc.

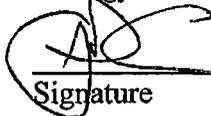
  
\_\_\_\_\_  
Signature

John Greenbank  
\_\_\_\_\_  
Name

Pres  
\_\_\_\_\_  
Title

8/15/10  
\_\_\_\_\_  
Date

Cinergy MetroNet, Inc.

  
\_\_\_\_\_  
Signature

John Cirilli  
\_\_\_\_\_  
Name

as its president  
\_\_\_\_\_  
Title

8/15/10  
\_\_\_\_\_  
Date

## EXHIBIT A

COPY

### FIBER AGREEMENT

This Agreement is made as of this 1st day of October 2000, by and between The Cincinnati Gas & Electric Company ("CG&E"), an Ohio corporation, PSI Energy, Inc. ("PSI"), an Indiana corporation, The Urbani Light Heat & Power Company (ULH&P), a Kentucky corporation, The Lawrenceburg Gas Company ("LGC"), an Indiana corporation, The West Harrison Gas And Electric Company ("WHG&E"), an Indiana corporation, and Kentucky Data Link, Inc. ("KDL"), a Kentucky corporation. CG&E, PSI, ULG&P, LGC and WHG&E, are herein collectively called the "Operating Companies" and individually called an "Operating Company." The Operating Companies are subsidiaries of Cinergy Corp. ("Cinergy"), a Delaware corporation.

In consideration of the mutual covenants and terms and conditions contained in this Agreement, the parties agree as follows:

#### GENERAL AGREEMENTS AND UNDERSTANDINGS

1. The Operating Companies provide electricity and natural gas to customers in the states of Indiana, Ohio and Kentucky. In connection with those operations and throughout the above states, the Operating Companies own or control certain poles, towers, conduits and related facilities (collectively called "Utility Structures") and rights of way related to such Structures (the "Cinergy Service Territory"). The Operating Companies require dark fiber strands or Fiber Optic Capacity throughout the Cinergy Service Territory, for their internal intra-company communications in connection with the above described operations. KDL desires to install fiber optic routes on behalf of the Operating Companies throughout portions of the Cinergy Service Territory along Routes determined by KDL from time to time on the terms and conditions stated in this Agreement.
2. Fiber installed along a Route under this Agreement will be owned by the Operating Company(ies) that owns or controls the Utility Structures and rights of way along such Route (called the "Applicable Operating Company"); the Applicable Operating Company shall retain two (2) dark fiber strands, or Fiber Optic Capacity (as defined in the Glossary Section), along each such Route for its internal telecommunication and data transmission needs. Additionally, the Applicable Operating Company shall have the option of retaining more than two (2) dark fiber strands in accordance with Footnote 1 at the bottom of page 3 below. The Applicable Operating Company will lease unneeded dark fibers to KDL via an indefeasible right of use ("IRU") in consideration for KDL's construction, maintenance and repair of the Fiber along that Route.
3. KDL has entered into this Agreement in an effort to expand its telecommunications business throughout the states of Indiana, Ohio and Kentucky.
4. The Operating Companies have entered into this Agreement to implement their planning for their long-term telecommunications and data transmission needs for the safe, reliable, and efficient operation of their electric and gas systems.

5. By working together on the Fiber Projects covered by this Agreement, the parties believe they can effect economies in the development of their desired fiber resources and in the continued operation and maintenance thereof.
6. Each defined term shall have the meaning ascribed to such term in the attached "Glossary of Terms."

#### PROJECT PLANNING

7. At such time that KDL desires to add a Fiber Project to this Agreement, it shall inform the Applicable Operating Company of such decision. The parties shall then work together, in good faith and in compliance with applicable laws, to schedule the timing of the installation of the Route(s) to be covered by such Fiber Project in a manner that will allow each to meet its desired completion date for that Fiber Project. Further, the Applicable Operating Company shall diligently work to provide KDL with both (a) a reasonable estimate of the costs to perform any make ready work required for the contemplated Fiber Project and (b) the fiber count the Applicable Operating Company desires for that Fiber Project, subject to terms set forth in this Agreement. If the parties are able to agree on the timing schedule and make ready estimate, in accordance with the Operating Companies' Telecom Queuing Process, KDL shall provide the Applicable Operating Company with a Project Description for that Fiber Project. Unless otherwise agreed, the Project Description shall be in the form of Exhibit A attached hereto. Upon receipt of a signed Project Description from KDL, the Applicable Operating Company shall countersign and return a fully signed original of such Project Description to KDL unless there is a statutory, administrative or physical impediment. Each such Project Description will be added to this Agreement and shall be governed by the terms set forth herein. Prior existing Agreements may be governed by the terms and conditions of this Agreement, subject to the agreement of the parties hereto.

#### CONSTRUCTION

8. Engineering/Planning. The Operating Companies and KDL agree that KDL shall engineer and otherwise design each Route that is made a part of this Agreement in accordance with the Operating Companies' Guide for Installing Fiber Optic Cable. KDL shall be responsible for the costs incurred by it in connection with such efforts.
9. Make-Roady. The Applicable Operating Company shall diligently perform all make ready work along each Route that is made a part of this Agreement. KDL shall reimburse the applicable Operating Company for the cost of all such work.

10. Construction and Installation. After the Applicable Operating Company performs the necessary make ready work, KDL, at its cost<sup>1</sup>, shall have the Fiber constructed along the Route. All such work shall comply (i) with reasonable and customary construction practices and (ii) with the minimum requirements of applicable governmental regulations and codes, including, but not limited to, the National Electrical Code ("NEC") and National Electrical Safety Code ("NESC").

#### MAINTENANCE

11. Fiber. KDL shall, at its own expense, perform all maintenance required to keep the Fiber, including that fiber retained by the Operating Companies, in good working order, condition and repair, ordinary wear and tear excepted, throughout the useful life of the Fiber (and at its discretion, KDL may replace certain of the Fiber from time to time). KDL's maintenance shall be done in accordance with telecommunication industry standards. In the event maintenance is required on Fibers that are located in the Power Zone on Operating Company Utility Structures (distribution or transmission), unless otherwise required by law, such maintenance shall be coordinated by KDL, who will employ the Operating Company or a qualified contractor (such qualifications to be reasonably set by Operating Company) to perform such maintenance. KDL shall be responsible for the actual cost associated with such work<sup>2</sup>.

- (a) KDL shall give at least two days' notice to the Applicable Operating Company before performing any non-emergency maintenance on any of the Fiber installed on that Operating Company's Utility Structures. For any emergency maintenance, KDL shall give the Applicable Operating Company at least one hour's notice. Such notice shall be given to the Applicable Operating Company at 1-800-262-3000

<sup>1</sup> The Applicable Operating Company may increase the number of fiber strands it retains (i.e. the fiber strands it does not lease to KDL) along a Route from two (2) fiber strands to that number of fiber strands, which equals five percent (5%) of the total number of strands KDL installs along that Route, rounded to the nearest even number (for example, if KDL installs a 96 count along a particular Route, the Applicable Operating Company may increase the number of fiber strands it retains along that Route to 4; if KDL installs a 144 count along a particular Route, the Applicable Operating Company may increase the number of fiber strands it retains along that Route to 8.). The election to increase such count shall be made prior to construction and reflected in the Project Description for that Fiber Project; and the Applicable Operating Company shall be responsible for its pro-rata share of Fiber costs related to such increased fiber count.

<sup>2</sup> If the Applicable Operating Company increases the number of fiber strands controlled by it along a Route above two (2), it shall reimburse KDL for the pro-rata share (based on the ratio of the number of such excess strands on the Route to the number of all strands on the Route) of KDL's reasonable out-of-pocket costs for maintenance and repair work related to such increased fiber count.

- (b) KDL shall give at least two days' notice to the Applicable Operating Company before performing any non-emergency maintenance on any of the Fiber installed on that Operating Company's Utility Structures. For any emergency maintenance, KDL shall give the Applicable Operating Company at least one hour's notice. Such notice shall be given to the Applicable Operating Company at 1-800-262-3000
- (c) In the event emergency maintenance needs to be performed on the Applicable Operating Company's Utility Structures, that Operating Company reserves the right to commence and complete any such electric maintenance or restoration work prior to allowing KDL access to repair or maintain its Fiber. If requested by that Operating Company's personnel, KDL shall cease repair work and vacate the repair site until that Operating Company's maintenance and restoration procedures are complete.

12. Relocation. This Agreement is subject to the right of the Operating Company, without liability to KDL or its customers, to relocate, modify the geographic routing of, or to remove, replace or change, the location of any of its facilities in such a manner as will best enable the Operating Company, in its sole discretion, to fulfill its electric or gas service or other business requirements. When facilities are to be moved or replaced, the Operating Company will give KDL advanced written notice, where practical, of such move or replacement and cooperate with KDL in planning such move or replacement in order to preserve the connectivity and continuity of services of KDL and that of its customers. When Operating Company facilities are to be removed, the Operating Company shall give advance written notice to KDL of such removal so that KDL may make alternative arrangements for its facilities and equipment affected by such removal. KDL shall be responsible for its pro-rata share of any costs of relocation, modification of the geographic routing of, removal, replacement or change in the location of its facilities that affects KDL's facilities and related service, insofar as such changes are caused by KDL, such as attachment to an Operating Company supporting structures that must be upgraded to accommodate KDL's attachment or an upgrade of KDL's attachment to a supporting structure.

In the event that any relocation of Operating Company Utility Structures is necessitated by the lawful requirements of governmental authorities or a need to replace Operating Company Utility Structures that are, in the Operating Company's sole reasonable judgment, deteriorated or worn out, the Parties, if required to by law, shall share the cost, on a pro-rata basis, as reasonably determined by Operating Company, of restoring the facilities that the Parties physically share. If the parties are not, by law, required to share such costs, the Applicable Operating Company shall be responsible for any such costs. Nothing in this Agreement is meant to limit the right of either Party to seek compensation from any governmental authority for the costs of such relocation or replacement.

13. Operating Company Utility Structures. The Operating Companies shall, throughout the Term of this Agreement, at their expense maintain their Utility Structures in good working order, condition and repair.

#### INTERESTS/RIGHTS

14. Legal Title/Lease Arrangement. The Applicable Operating Company shall own all of the Fiber installed pursuant to this Agreement; and KDL shall automatically and without further action,

have an indefeasible, fully paid-up (with no periodic lease payments), fully transferable lease on the portion of the Fiber controlled by it along the Routes (the "IRU Fibers"). This indefeasible right to use ("IRU") is an exclusive and irrevocable right, subject to termination only as provided herein, to use the IRU Fibers; provided that the grant of such IRU does not convey legal title to KDL in the IRU Fibers. On the lease commencement date, the Applicable Operating Company agrees that all of such Operating Company's rights and remedies under any manufacturer's or similar warranties that apply to the leased Fiber shall be automatically assigned to KDL. All right, title and interest in all of KDL's other facilities and associated equipment to be placed along the Route(s) (transmission hardware, etc.) shall at all times remain exclusively with KDL.

15. Rights/Restrictions.

- (a) The Fiber controlled by KDL may be used for any lawful purpose by KDL or any third party KDL allows to use such Fiber. KDL understands and agrees that such leasehold is subject to such restrictions and conditions as are, in the Operating Company's sole reasonable judgment, necessary to ensure the safety, reliability and operating efficiency of the Operating Company's electric and gas operations.
- (b) The Fiber controlled by the Applicable Operating Company is nontransferable except as specified in section 20 of this Agreement and may only be used by the Operating Companies for their own internal intra-company communications needs.

16. Liens and Encumbrances. So long as KDL is not in default under the Fiber Lease, PSI hereby agrees and covenants that it will not cause or permit an event of default to occur and continue under its Indenture dated September 1, 1939, as amended and supplemented (the "PSI Mortgage") such that the Trustee or the bondholders under the PSI Mortgage take possession of, foreclose upon, or sell the leased fibers free and clear of the rights of the Lessee under the Fiber Agreement.

So long as KDL is not in default under the Fiber Agreement, CG&E hereby agrees and covenants that it will not cause or permit a completed default to occur and continue under its First Mortgage dated as of August 1, 1936, as amended and supplemented (the "CG&E Mortgage") such that the Trustee or the bondholders under the CG&E Mortgage take possession of, foreclose upon, or sell the leased fibers free and clear of the rights of the Lessee under the Fiber Agreement.

The Operating Companies shall keep the Fiber leased to KDL, free from any and all liens and claims, except for the above referred to PSI mortgage and CG&E mortgage.

PSI represents to KDL that Section 7 of Article X of the PSI Mortgage provides that, so long as PSI is not in default thereunder, PSI may execute and deliver a lease or leases in the usual form for any of its non-utility property that the interest of the lessee or lessees under any such lease shall be free from the lien of the PSI Mortgage; and that upon the request of the Company the Trustee shall execute and deliver such documents as in the opinion of counsel may be necessary to free from the lien of the PSI Mortgage the interest of the lessee under any such lease, but the interest of PSI, as lessor under any such lease, shall be subject to the lien of the PSI Mortgage. PSI further represents that the term "opinion of counsel" is defined in the PSI Mortgage as an opinion in writing signed by counsel appointed by the Board of Directors of PSI and approved by the Trustee. As soon as

practicable after the execution and delivery of the Fiber Agreement, PSI agrees to request the Trustee under the PSI Mortgage to execute and deliver such documents as in the opinion of counsel may be necessary to free from the lien of the PSI Mortgage the interest of the Lessee under the Fiber Agreement pursuant to Section 7 of Article X of the PSI Mortgage.

In connection with the sale of the leased fibers by KDL to CG&E, KDL shall retain a vendor's lien or purchase money mortgage lien on such leased fibers to secure CG&E's obligation to pay the purchase price of such lease Fibers as set forth in the Fiber Agreement, which lien shall exist on the date of acquisition of such leased fibers by CG&E and continue for the term of the Fiber agreement. CG&E agrees to execute and deliver and file such Uniform Commercial Code financing statements and other documents as shall be reasonably requested by KDL from time to time to perfect such lien.

17. Interconnection. At each end of a Route, and at the splice points designated in the applicable Project Description, each party shall be responsible for, and pay all costs associated with, installing equipment and facilities necessary in order to utilize fiber strands under its control and each shall also be responsible for, and pay all costs associated with, interconnecting its fiber strands to such equipment. All access to the Fiber shall be arranged through, and performed by, KDL or a KDL contractor, in accordance with section 11 of this Agreement.

#### GENERAL TERMS & CONDITIONS

18. Term. This Agreement shall become effective upon its execution and shall continue in effect for a term of ninety-nine (99) years. Thereafter, the Agreement shall automatically renew on a year to year basis, unless and until terminated by either party on six (6) months notice.

(a) Significant Regulatory Change. If an applicable legislature, Court of competent jurisdiction, or administrative agency alters or amends a statute, rule, or order such that it is economically unreasonable for the affected party to continue under this Agreement or any Fiber Project related to this Agreement, as applicable, and the parties are not able, after negotiating in good faith, to come to a mutually agreeable equitable solution, the affected party may immediately terminate this Agreement or the affected Fiber Project, as applicable, after providing the other party with notice of such altered or amended statute, rule, or order.

(b) Regulatory Changes not Applicable to 18 (a). If neither party exercises its rights pursuant to Section 18(a) of this Agreement then to the extent that utility costs directly assignable to transactions under this Agreement may change due to municipal ordinance, statute, rule, order, contract, or settlement and such costs are unrecoverable through rates, each party will assume its pro-rata share of such costs, as reasonably determined by Operating Company.

(c) Because substantially all of the moneys paid by KDL in connection with Fiber Project under this Agreement are paid for up front by KDL, the parties agree that, if any then existing Fiber Project terminates prior to the ninety-nine (99) year term, KDL shall have the right to purchase all Fiber controlled or leased by it in connection with such Fiber Project (ie excluding strands controlled by the Applicable Operating Company) at a cost of ten dollars (\$10) from the

Operating Companies. Thereafter, KDL shall be allowed to benefit from any of the Operating Companies' pole attachment rights and rights-of-way, if any, that might extend to KDL in connection with such Fiber.

19. Taxes. Notwithstanding who has legal title to the Fiber, it is understood and agreed as between the parties that for accounting and federal and all applicable state and local tax purposes, KDL shall be treated as the owner of the fiber strands it controls; and the applicable Operating Company shall be treated as the owner of the fiber strands it controls.

20. Successors and Assigns.

(a) *Generally.* This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and permitted assigns. Unless otherwise set forth herein, neither of the parties may assign this Agreement to any other person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(b) *Exceptions.* Notwithstanding the foregoing,

(i) the parties may assign this Agreement without the consent of the other party to any affiliate of such party, to the surviving entity into which such party may merge or consolidate, or to any entity to which the party transfers all, or substantially all, of its business and assets; and

(ii) KDL shall also have the right, without the consent of the Operating Companies, to assign or otherwise transfer this Agreement as collateral to any lender to KDL (or lender to any successor or assign of KDL); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement.

21. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, and shall be deemed to have been duly given (a) on the date of personal delivery, (b) on the date of delivery to a nationally recognized overnight delivery service, (c) on the date of deposit in the U. S. mails, postage prepaid, by certified mail, return receipt requested, or (d) on the date of transmission by telephonic facsimile transmission, in each case addressed as follows, or to such other addresses or facsimile numbers as shall be designated from time-to-time by the parties pursuant to this paragraph 21:

If to KDL to:

If to the Operating Companies to:

Kentucky Data Link, Inc.  
1419 W. Lloyd Expressway, Suite 100  
Evansville, Indiana 47710  
Attention: John Greenbank  
President  
Fax: 812/461-3363

Cinergy Corp.  
221 East Fourth Street  
Cincinnati, OH 45202  
Attention: Paul Kling  
Manager T & D Engineering  
Fax: 513/287-3698

With copy to:  
Kentucky Data Link, Inc.  
8829 Bond Street  
Overland Park, KS 66214  
Attention: Legal Department  
Fax: (913) 492-1684

With copy to:  
Cinergy Corp.  
1000 East Main Street  
Plainfield, IN 46168  
Attention: Legal Department  
Fax: (317) 838-1842

22. Force Majeure. In the event KDL or the Operating Companies are delayed in or prevented from performing any of its respective obligations under this Agreement due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of insurrection, acts of civil or military authority, including orders and decisions by applicable administrative agencies, fires, floods or earthquakes, fiber cuts or other causes beyond the reasonable control of the party delayed, then such delay or nonperformance shall be excused. If any such delay or nonperformance due to the foregoing causes or events occurs or is anticipated, the party affected shall promptly notify the other party in writing of such event or expected event and the cause and estimated duration of such event. The party affected by such event shall, at no cost to the other party, exercise due diligence to shorten or avoid the delay or nonperformance and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay or nonperformance.

23. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY DEFECT IN, DELAY IN OR LOSS OF AVAILABILITY, OR FAILURE OF THE FIBER.

24. Indemnification.

- (a) Operating Company shall defend, indemnify and hold harmless KDL and each of its officers, directors, employees and agents, from and against, and shall pay the full amount of, any loss, liability, claim, damages, expense, including costs of investigation and defense and reasonable attorney's fees, whether or not involving a third-party claim (collectively, Damages), arising, directly or indirectly, from Operating Company's acts or omissions in connection with this Agreement, except to the extent caused by KDL. Such indemnity shall apply regardless of whether the Damages result from any asserted or actual negligence or willful misconduct of, or breach of warranty by, KDL or any of its officers, directors, employees or agents. Such indemnity shall not apply, however, to the extent that KDL receives insurance proceeds in respect of any such Claim.
- (b) KDL shall defend, indemnify and hold harmless the Operating Company and each of its officers, directors, employees and agents, from and against, and shall pay the full amount of, any loss, liability, claim, damages, expense, including costs of investigation and defense and reasonable attorney's fees, whether or not involving a third-party claim (collectively, Damages), arising, directly or indirectly, from KDL's acts or omissions in connection with this Agreement, except to the extent caused by Operating Company. Such indemnity shall apply regardless of whether the Damages result from any asserted or actual negligence or willful misconduct of, or breach of warranty by, the Operating Company or any of its officers, directors, employees or agents. Such indemnity shall not apply, however, to the extent that Operating Company receives insurance proceeds in respect of any such Claim.
- (c) Procedure for Indemnification. Within 10 days after receipt by Indemnitee of written notice of any claim or the commencement of any action, suit, litigation or other proceeding against it (Proceeding) with respect to which it is eligible for indemnification hereunder, Indemnitee shall notify Indemnitor thereof. Failure to so notify Indemnitor shall not relieve Indemnitor of its indemnification obligation, unless Indemnitor establishes that defense thereof has been prejudiced by such failure. Thereafter, Indemnitor shall be entitled to participate in such Proceeding and, at its election upon notice to Indemnitee to assume the defense of such Proceeding. If Indemnitee has given timely notice to Indemnitor of the commencement of such Proceeding, but Indemnitor has not, within 10 days after receipt of such notice, given notice to such Indemnitee of its election to assume the defense thereof, Indemnitor shall be bound by any determination made in such Proceeding or any compromise or settlement made by Indemnitee. A claim for indemnification for any matter not involving a third-Party claim may be asserted by notice from Indemnitee to Indemnitor.

25. Disclaimer. THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

26. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same document.

27. Expenses. Except as otherwise expressly provided herein or therein, each party shall bear the costs and expenses incurred by it in negotiating, entering into and performing any of its obligations under this Agreement.

28. Headings. The headings of this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

29. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby. If this Agreement shall be held to be unenforceable against either party, the enforceability of such agreement against the other party hereto shall not in any way be affected or impaired thereby.

30. Dispute Resolution. KDL and the Operating Companies plan to use due diligence to work together to implement this Agreement. However, the parties understand that unforeseen issues and conflicts may arise. It is the intention of the parties that this Agreement not terminate prior to the expiration of the Term. Rather, the parties acknowledge their desire to reach a working solution to such issues and conflicts by employing the following dispute resolution process:

- (a) To the extent that any issue of or relating to this Agreement cannot be reasonably resolved by KDL and the Operating Companies, a designated representative of each party shall meet promptly in an effort to resolve the dispute extrajudicially.
- (b) If the dispute is not resolved as a result of such meeting, the dispute shall be immediately referred in writing to the members of senior management of each party. The members of senior management shall meet to attempt to resolve the dispute within twenty (20) days after the meeting described in paragraph 30(a) above.
- (c) No less than ten (10) days prior to the meeting of senior managers, the parties shall exchange written statements of the issues in dispute, the facts and evidence supporting each side, and the name of the member of senior management designated and authorized to resolve the dispute.
- (d) If the good faith attempts to resolve the dispute as stated in paragraphs 30(a), (b) and (c) are unsuccessful, either party may start binding arbitration in Evansville, Indiana. The arbitration will be before a three-arbitrator panel. KDL will select one arbitrator to

represent its interest, at its sole expense; and the Operating Companies will select one arbitrator to represent their collective interests. The final arbitrator, who shall be impartial, will be selected by the two partial arbitrators. In the event the two partial arbitrators shall fail to select an impartial arbitrator, either party may apply to a court of law to have a judge select an impartial arbitrator. The three arbitrators by majority ruling may adopt such procedures as they deem efficient and appropriate for making the determinations submitted to them for adjudication. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. Each party shall bear its internal expenses and its attorney's fees and expenses, and jointly share the cost of the impartial arbitrator. The decision(s) of a majority of the arbitrators shall be final and binding on the parties.

- (e) Notwithstanding the foregoing, either party may resort to a court by applying for interim relief if such party reasonably determines that such relief is necessary to prevent irreparable injury to it or to a third party.

31. Binding Agreement. This Agreement, including the attachments, embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous oral or written agreements between the parties, and once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties.

32. Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State in which the affected Operating Company resides, without regard to conflicts of laws principles.

33. Customer Information Disclosure. The Operating Companies and the KDL understand and agree that KDL shall not have access to, share or have the opportunity to obtain the Operating Companies' customer information except to the extent that is otherwise permitted to any telecommunications company under applicable state and federal law, rules and regulations, and tariffs, including law affecting the privacy and disclosure of customer information, as they exist today and as changed from time to time.

34. Confidentiality. In light of the competitive circumstances, including regulatory changes, in both the energy and telecommunications markets, the Parties understand and agree that they will be exchanging information and entering into agreements for the construction and lease of facilities, the disclosure of which is likely to harm their competitive positions in their respective markets. Therefore, they agree that the business information, materials, and business plans that they provide to or discuss with each other, along with the terms and conditions thereof are deemed to be confidential unless the disclosing Party indicates otherwise.

Each Party shall, during the term of this Agreement and thereafter, take all steps reasonably necessary to hold in trust and confidence and to protect from disclosure to the public or third parties information of the other that it knows or has reason to know is the trade secret or confidential information of the other.

Confidential information does not include:

- (a) information that is now or hereafter becomes, through no act or omission of the Party receiving the information, generally known or available in the relevant industry or industries, or is now in or later enters the public domain through no act or omission of the Party receiving the information;
- (b) information that was acquired by the receiving Party prior to entering into this Agreement and without restrictions of the information's use and disclosure;
- (c) information that has been or is hereafter received by the receiving Party from a third party who has rightfully and lawfully disclosed the information to the receiving Party;
- (d) information that the receiving Party discloses pursuant to written permission of the Party whose confidential information is to be disclosed under such permission.

If a Party receives a request for disclosure of the confidential information of the other Party pursuant to lawful order, such as discovery requests or court or administrative agency order, that Party will give immediate notice to the other of such request and the Parties will cooperate to obtain a protective order or other lawful protection against disclosure of such confidential information in the public record or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

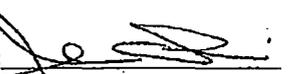
Kentucky Data Link, Inc.

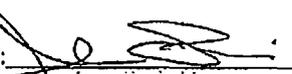
The Cincinnati Gas & Electric Company

By:   
 Name: Albert E. Cinelli  
 Title: Chairman

By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO  
 ENERGY DELIVERY BU  
 The Union Light Heat & Power Company

PSI Energy, Inc.

By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO  
 ENERGY DELIVERY BU  
 The Lawrenceburg Gas Company

By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO  
 ENERGY DELIVERY BU  
 The West Harrison Gas and Electric Company

By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO  
 ENERGY DELIVERY BU

By:   
 Name: JOHN C. PROCARIO  
 Title: VP & COO  
 ENERGY DELIVERY BU

#### GLOSSARY OF TERMS

"Agreement" means this Agreement and all extensions and modifications hereof, together with all addenda, attachments, appendices, exhibits and schedules.

"Fiber" means fiber cable, up to 144 single-mode fiber strands (or copper strands, as applicable) and attachment hardware to be installed on and between the Applicable Operating Company's Utility Structures pursuant to this Agreement.

"Fiber Optic Capacity" means on-net transmission capacity (1 T1, 1 DS3 or 1 OC3) between any two (2) KDL points-of-presence ("KDL POP") located along a specific Route described in a Project Description or located at an end of a Route described in a Project Description

"Fiber Projects" means those projects described in the Project Descriptions attached as Exhibit A.

"Power Zone" is that area of a standard utility pole above the Communications Zone and Neutral Zone in the proximity of electrical conductors.

"Project Descriptions" are the forms attached as Exhibit A that describe the Fiber Projects covered by this Agreement.

"Route" means a continuous path of Utility Structures, on and between which KDL installs Fiber pursuant to this Agreement.

**EXHIBIT A- PROJECT DESCRIPTIONS**  
**PROJECT DESCRIPTION # \_\_\_\_\_**

**1. Project Defined.**

**Section 1**

**Fiber:** KDL, at its cost, to install one (1) fiber optic cable or FOG Wire and related fiber strands, splices and terminations.

**Route:** \_\_\_\_\_

It is understood that the Fiber may, at KDL's discretion, be placed in the Power Zone along such Route. It is also understood that KDL will be allowed to place the Fiber in a position that will require the least amount of make ready work. (Approximately \_\_\_\_\_ miles).

Both parties will use best efforts to have Fiber described in this Section 1 installed on or before \_\_\_\_\_, 2\_\_\_\_\_.

**2. Applicable Operating Company Strands/KDL Strands Defined.**

On the terms of the Agreement, the Applicable Operating Company will retain \_\_\_\_\_ of the single-mode fiber strands installed along the Route described in Section 1 above. On the terms of the Agreement, the Applicable Operating Company may elect two (2) fiber strands or that number of fiber strands, which equals five percent (5%) of the total number of strands KDL installs along that Route, rounded to the nearest even number (See Footnote 1 from Section 10 of the Agreement and Footnote 2 from Section 13 of the Agreement). Alternatively, the Applicable Operating Company may elect zero (0) fiber strands, in which case KDL would provide transmission capacity (1 T1, 1 DS3 or 1 OC3) between any two (2) of the following KDL points-of-presence ("KDL POP"): a KDL POP located along the

Route described in Section 1 above or a KDL POP located at an end of the Route described in Section 1 above.

KDL will lease the fiber strands installed along this Route that are not retained by the Operating Company.

3. **Special Terms.**

*Ground Space (Optional at KDL's Discretion).* The Applicable Operating Company hereby leases to KDL for fair market value of \$\_\_\_\_\_, receipt of which is hereby acknowledged, and KDL hereby leases from such Company for fair market value of \$\_\_\_\_\_, a \_\_\_\_\_ square foot portion of ground space on property already owned by such Company at an Operating Company's substation along with ingress and egress thereto, sufficient for KDL to construct up to a \_\_\_\_\_ square foot building and to locate certain equipment associated with the operation of its fiber optic network. The parties agree to use their best efforts to identify the exact ground space and to prepare, sign and file in the appropriate court office a Memorandum of said Lease within ninety (90) days of the date KDL first intends to use such ground space.

4. **Basic Agreement.** This Project Description is hereby incorporated in its entirety into the Agreement between The Cincinnati Gas & Electric Company, PSI Energy, Inc., The Union Light Heat & Power Company, The Lawrenceburg Gas Company, The West Harrison Gas And Electric Company, and Kentucky Data Link, Inc., and is effective as of this \_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

Kentucky Data Link, Inc.

The Applicable Operating Company

By: \_\_\_\_\_

By: \_\_\_\_\_

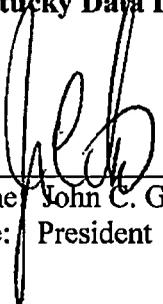
EXHIBIT B

**EXHIBIT B  
GREENCASTLE**

- (i) **Route:** All fiber installed within the service and extended service boundary areas in the attached map.
- (ii) **Fiber count:** fiber counts will vary: at any given point, the fiber count will not be less than a 24-count or more than a 1,440-count.
- (iii) **KDL Strand Count:** 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) **CMN Strand Count:** 90% of the fiber count installed along the route.

This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

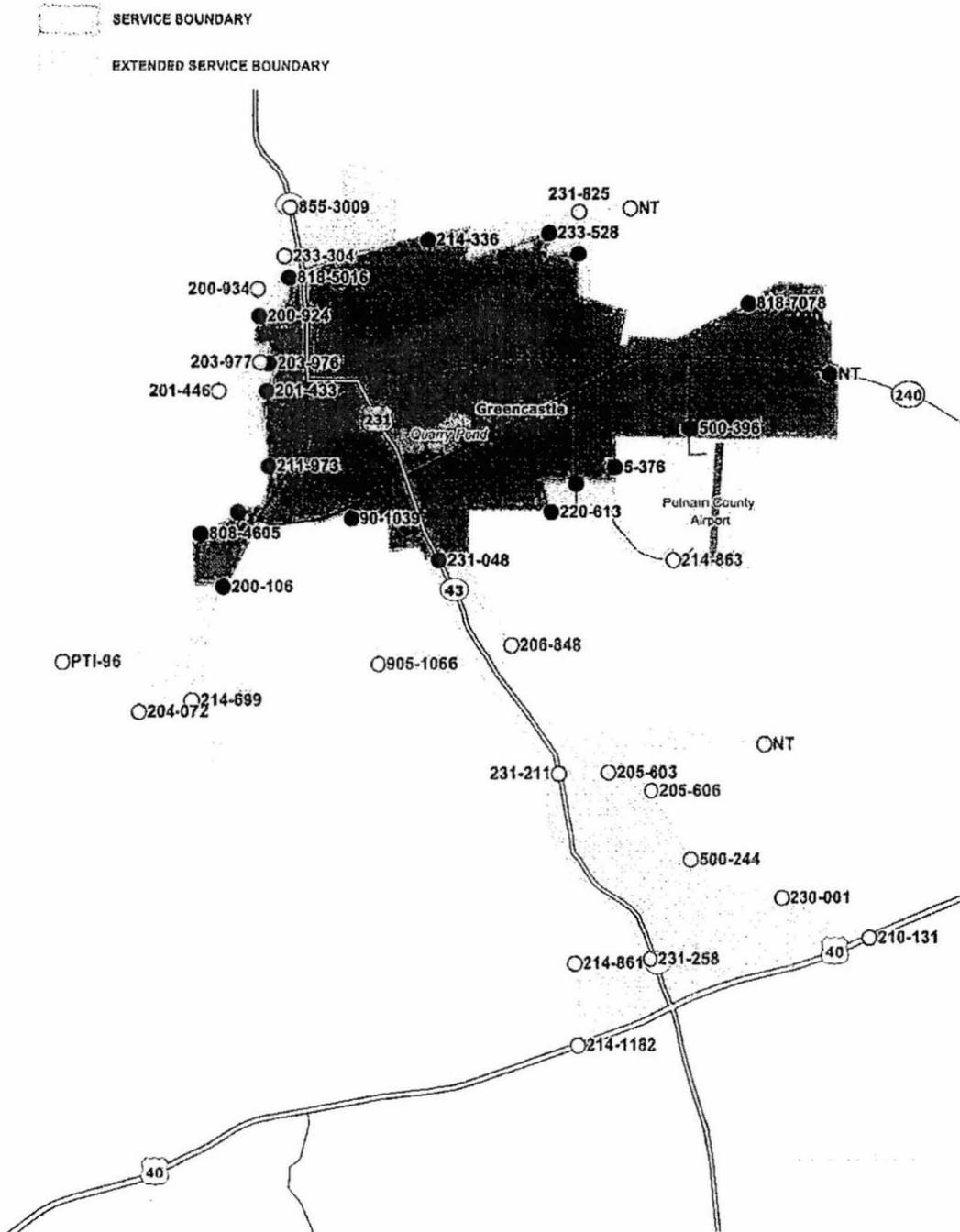
**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

# Exhibit A - Amendment 1



**EXHIBIT B  
SEYMOUR**

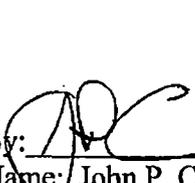
- (i) Route: All fiber installed within the service and extended service boundary areas in the attached map.
- (ii) Fiber count: fiber counts will vary: at any given point, the fiber count will not be less than a 48-count or more than a 1500-count.
- (iii) KDL Strand Count: 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) CMN Strand Count: 90% of the fiber count installed along the route.

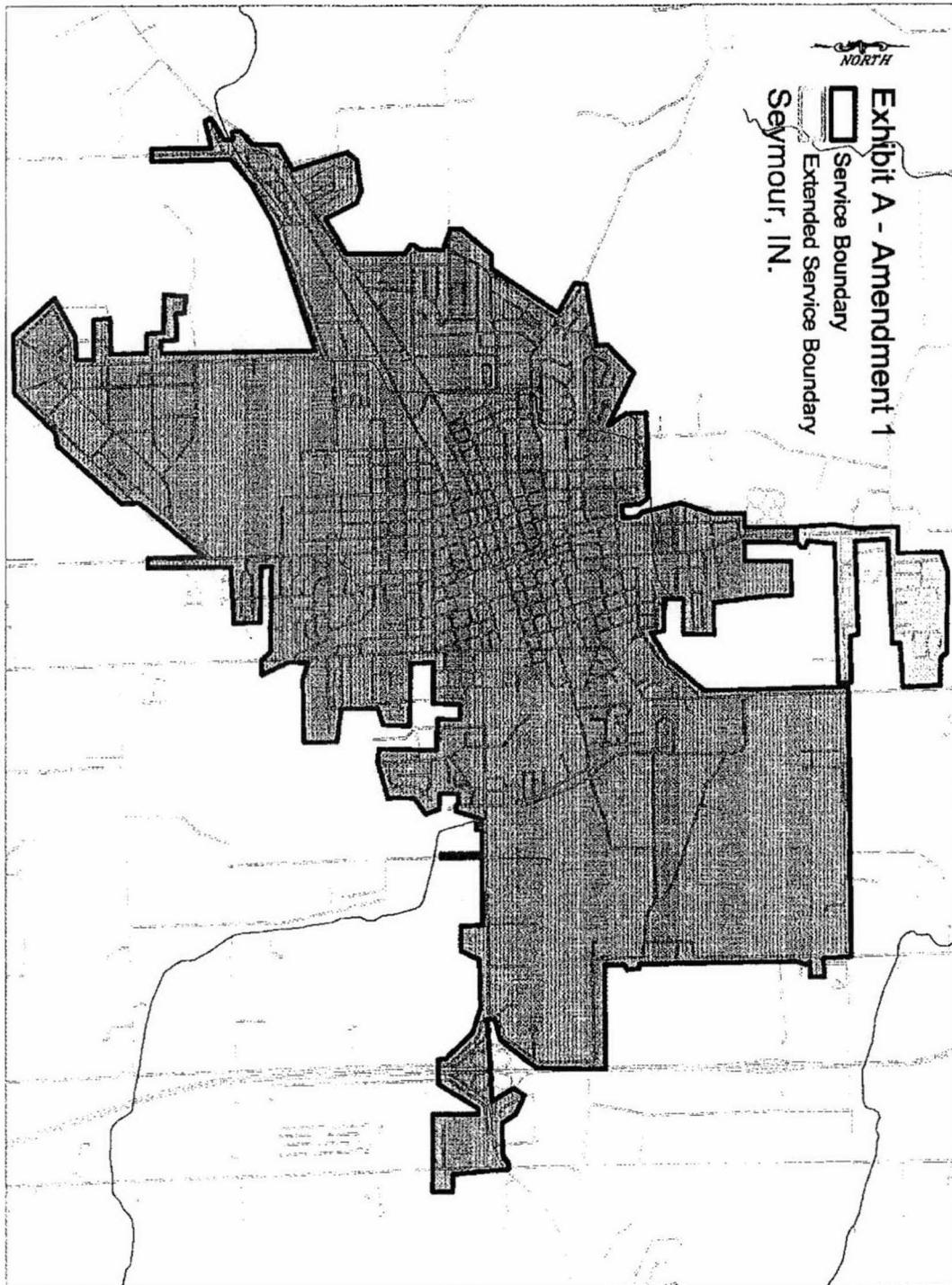
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President



**EXHIBIT B  
VINCENNES**

- (i) Route: All fiber installed within the area bounded in the attached map.
- (ii) Fiber count: fiber counts will vary: at any given point, the fiber count will not be less than a 24-count or more than a 1500-count.
- (iii) KDL Strand Count: 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) CMN Strand Count: 90% of the fiber count installed along the route.

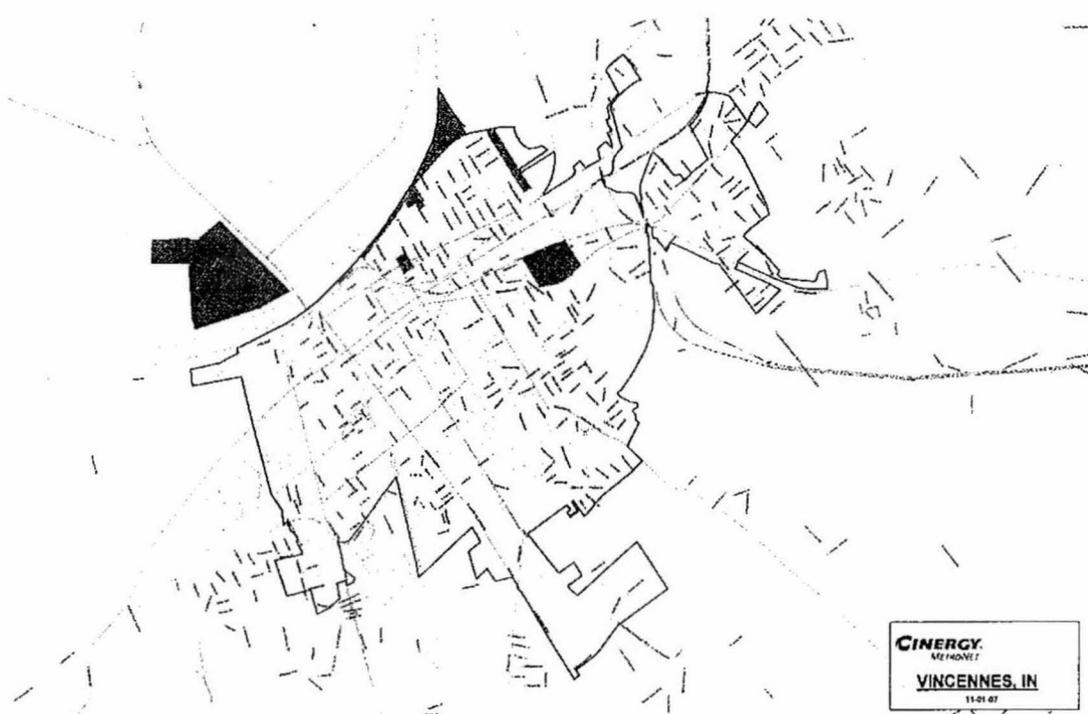
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President



**CINERGY**  
METRONET  
**VINCENNES, IN**  
11-01-07

**EXHIBIT B  
NORTH VERNON**

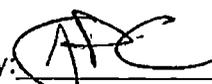
- (i) Route: All fiber installed within the service boundary area in the attached map.
- (ii) Fiber count: fiber counts will vary: at any given point, the fiber count will not be less than a 24-count or more than a 1,440-count.
- (iii) KDL Strand Count: 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) CMN Strand Count: 90% of the fiber count installed along the route.

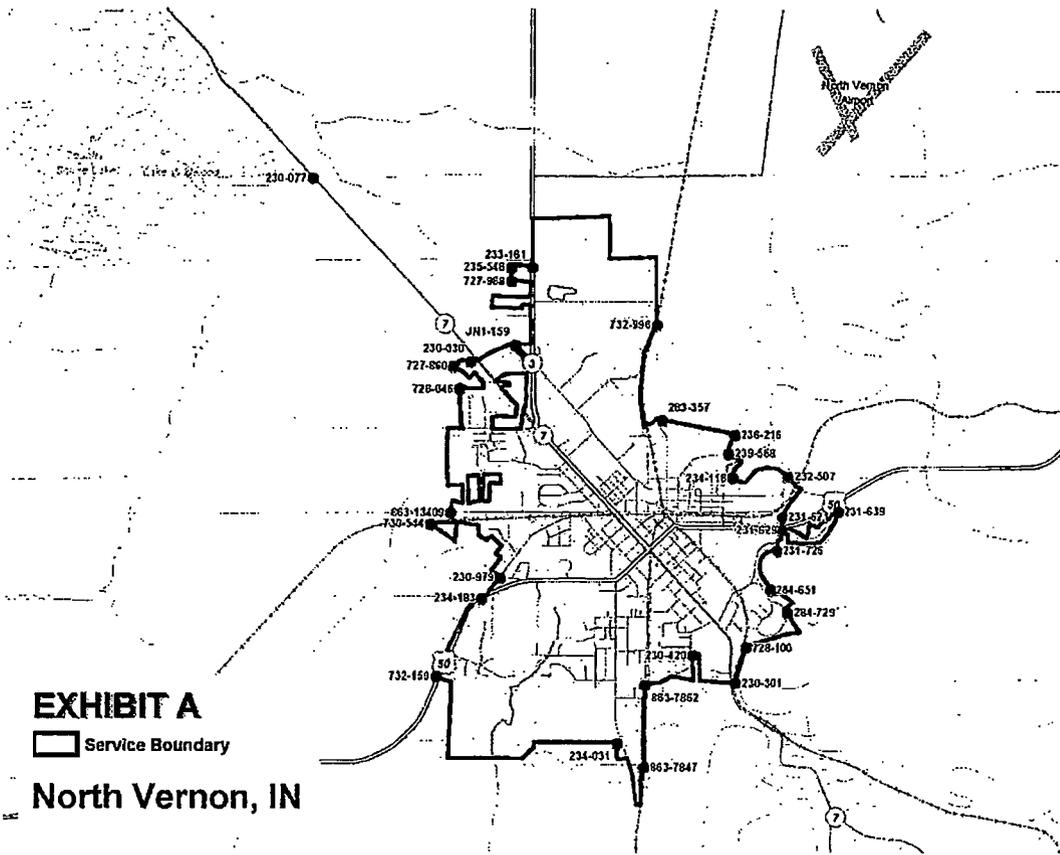
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President



**EXHIBIT A**

□ Service Boundary

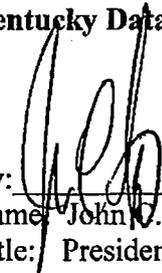
**North Vernon, IN**

EXHIBIT B  
MADISON

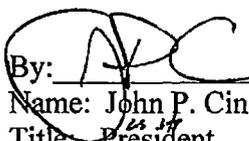
- (i) Route: All fiber installed within the service boundary area in the attached map.
- (ii) Fiber count: fiber counts will vary: at any given point, the fiber count will not be less than a 24-count or more than a 1,440-count.
- (iii) KDL Strand Count: 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) CMN Strand Count: 90% of the fiber count installed along the route.

This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John O. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President



**EXHIBIT B  
WABASH**

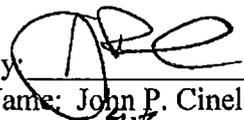
- (i) Route: All fiber installed within the service boundary area in the attached map.
- (ii) Fiber count: fiber counts will vary: at any given point, the fiber count will not be less than a 24-count or more than a 1,440-count.
- (iii) KDL Strand Count: 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) CMN Strand Count: 90% of the fiber count installed along the route.

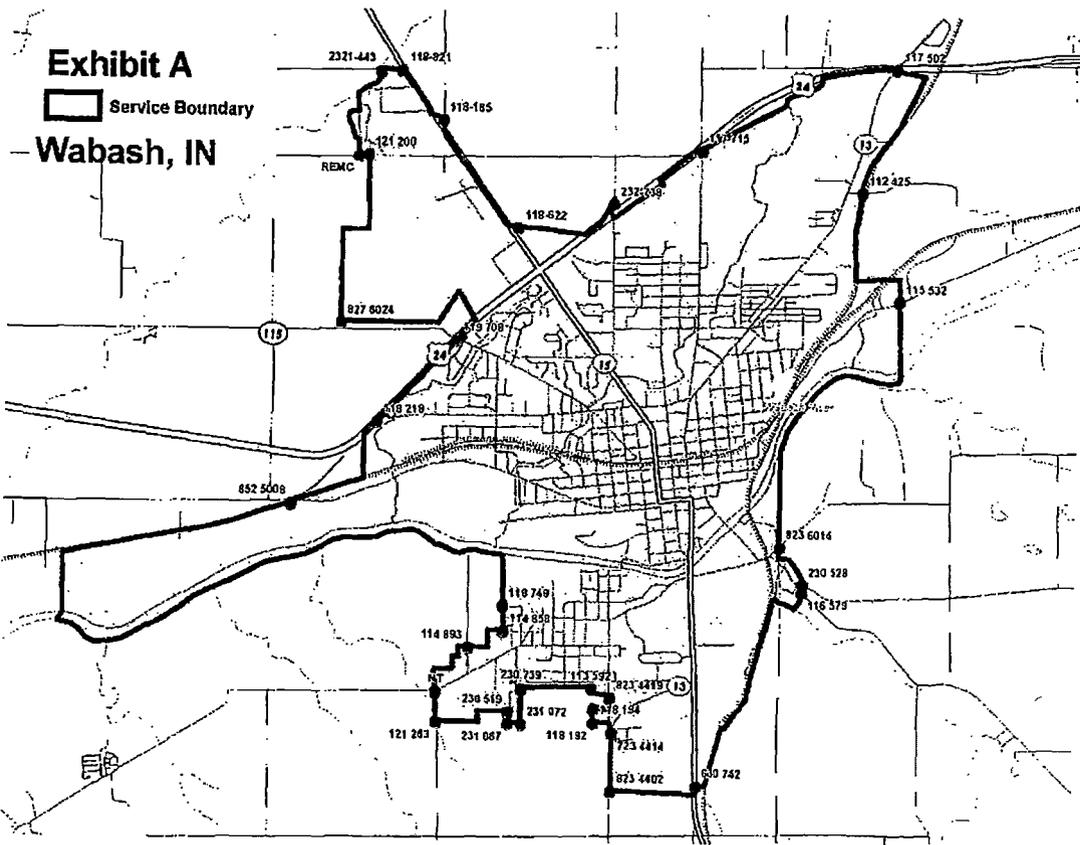
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President



**EXHIBIT B  
NORTH MANCHESTER**

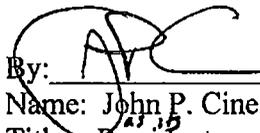
- (i) **Route:** All fiber installed within the service boundary area in the attached map.
- (ii) **Fiber count:** fiber counts will vary: at any given point, the fiber count will not be less than a 24-count or more than a 1,440-count.
- (iii) **KDL Strand Count:** 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) **CMN Strand Count:** 90% of the fiber count installed along the route.

This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

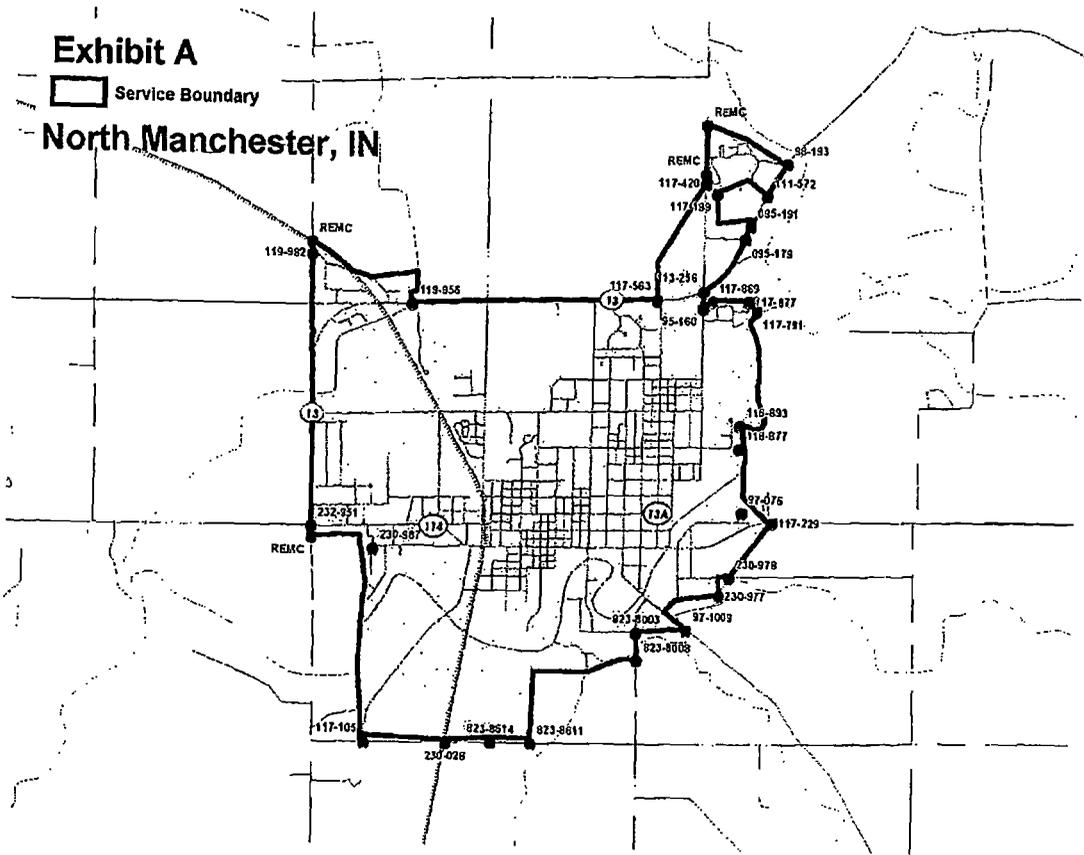
**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

# Exhibit A

Service Boundary

## North Manchester, IN



**EXHIBIT B  
HUNTINGTON**

- (i) Route: All fiber installed within the service boundary area in the attached map.
- (ii) Fiber count: fiber counts will vary: at any given point, the fiber count will not be less than a 24-count or more than a 1,440-count.
- (iii) KDL Strand Count: 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) CMN Strand Count: 90% of the fiber count installed along the route.

This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

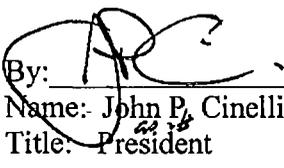
By:   
Name: John P. Cinelli  
Title: President



EXHIBIT B  
CONNERSVILLE

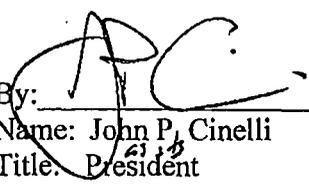
- (i) Route: All fiber installed within the service boundary area in the attached map.
- (ii) Fiber count: fiber counts will vary: at any given point, the fiber count will not be less than a 24-count or more than a 1,440-count.
- (iii) KDL Strand Count: 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) CMN Strand Count: 90% of the fiber count installed along the route.

This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

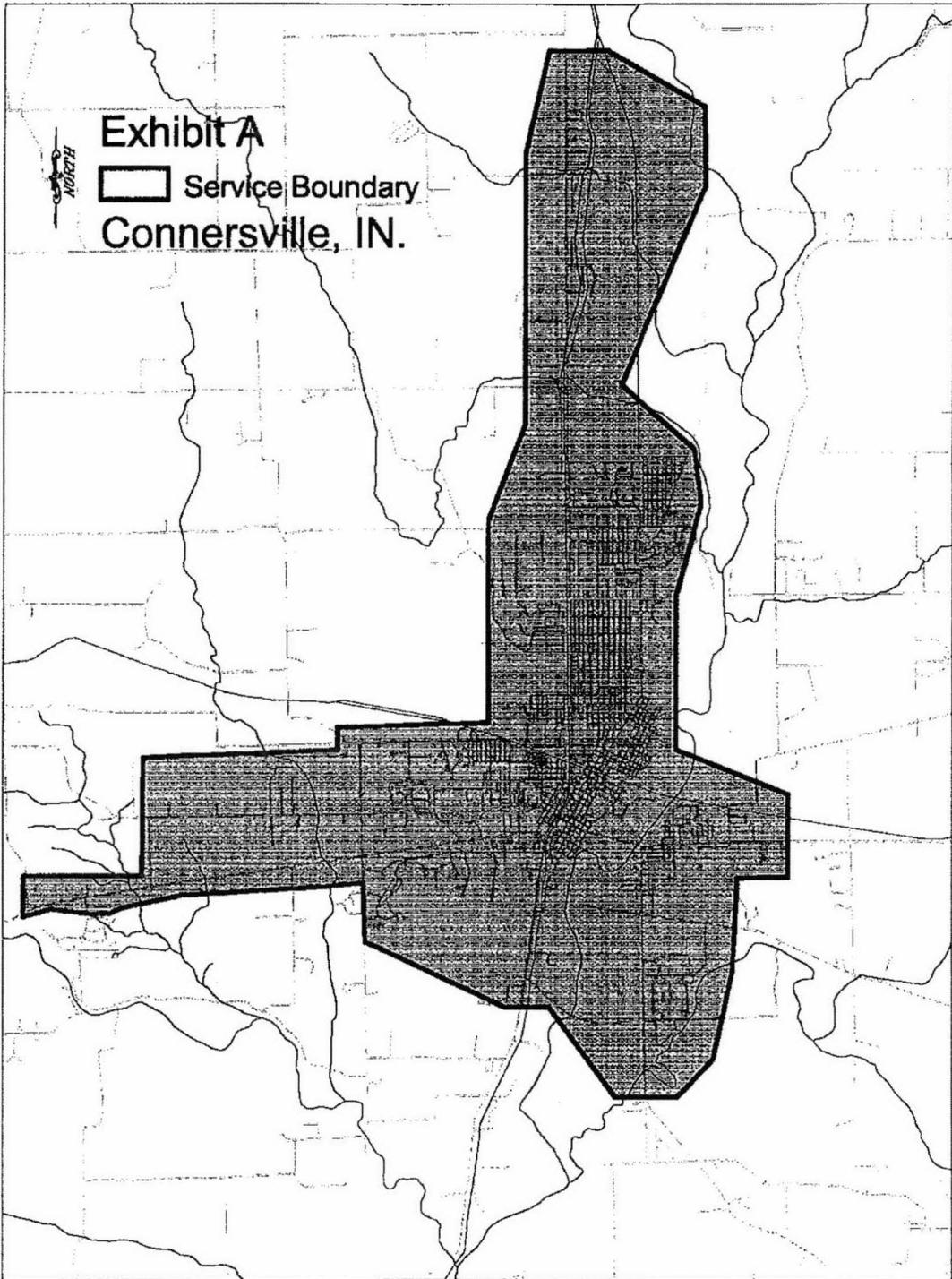
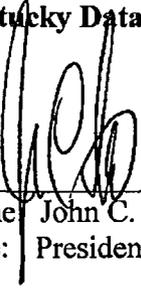


EXHIBIT B  
NEW CASTLE

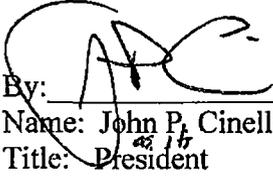
- (i) Route: All fiber installed within the service boundary area in the attached map.
- (ii) Fiber count: fiber counts will vary: at any given point, the fiber count will not be less than a 24-count or more than a 1,440-count.
- (iii) KDL Strand Count: 10% of the fiber count installed along the route; but no less than 8 fibers.
- (iv) CMN Strand Count: 90% of the fiber count installed along the route.

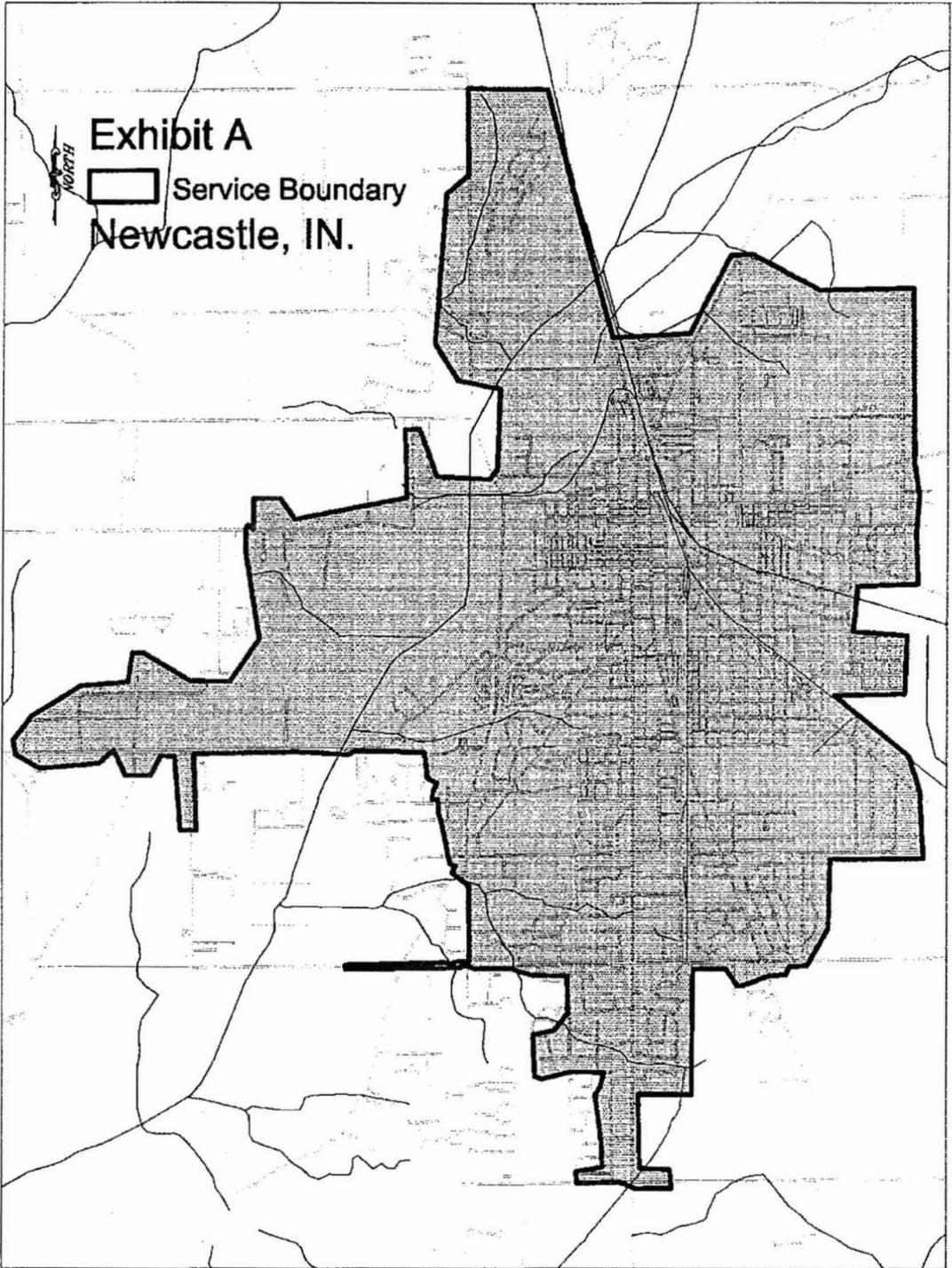
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

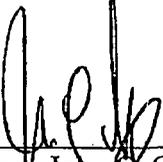


**EXHIBIT B  
BLOOMINGTON - SEYMOUR**

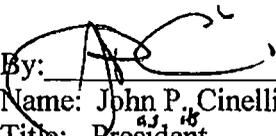
- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

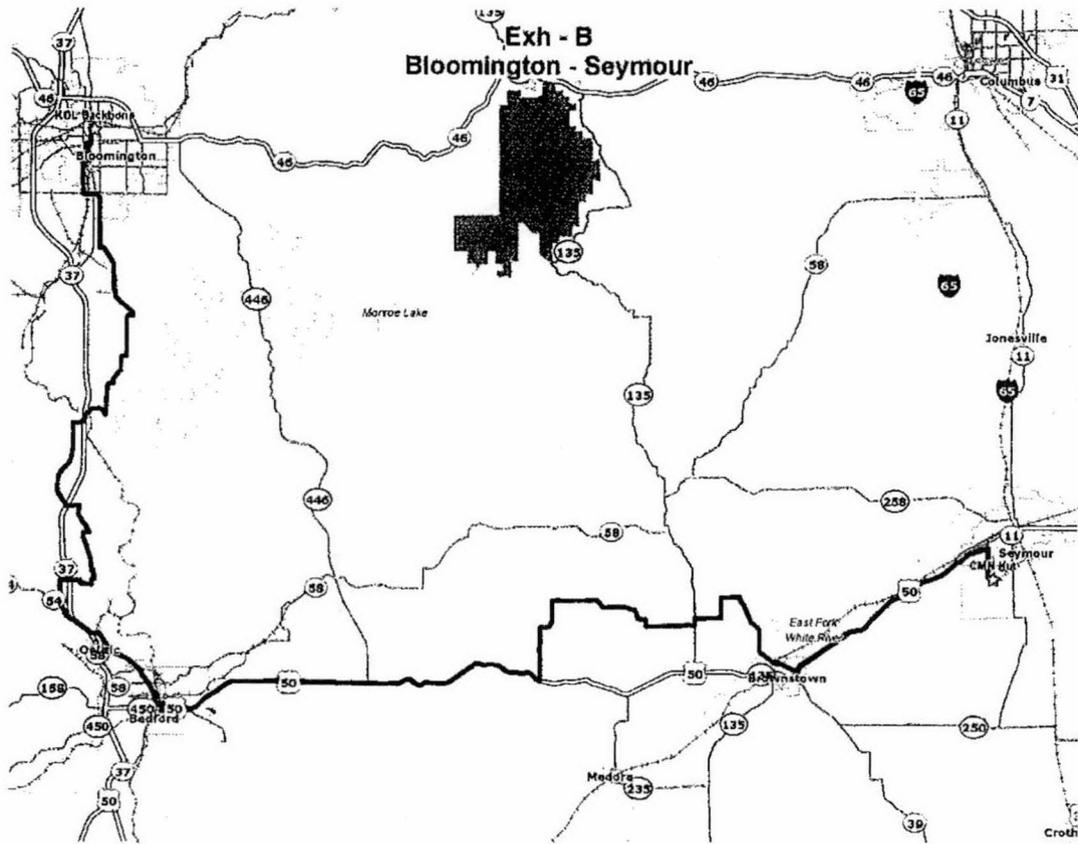
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

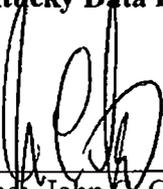


**EXHIBIT B  
GREENCASTLE – KDL BACKBONE**

- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

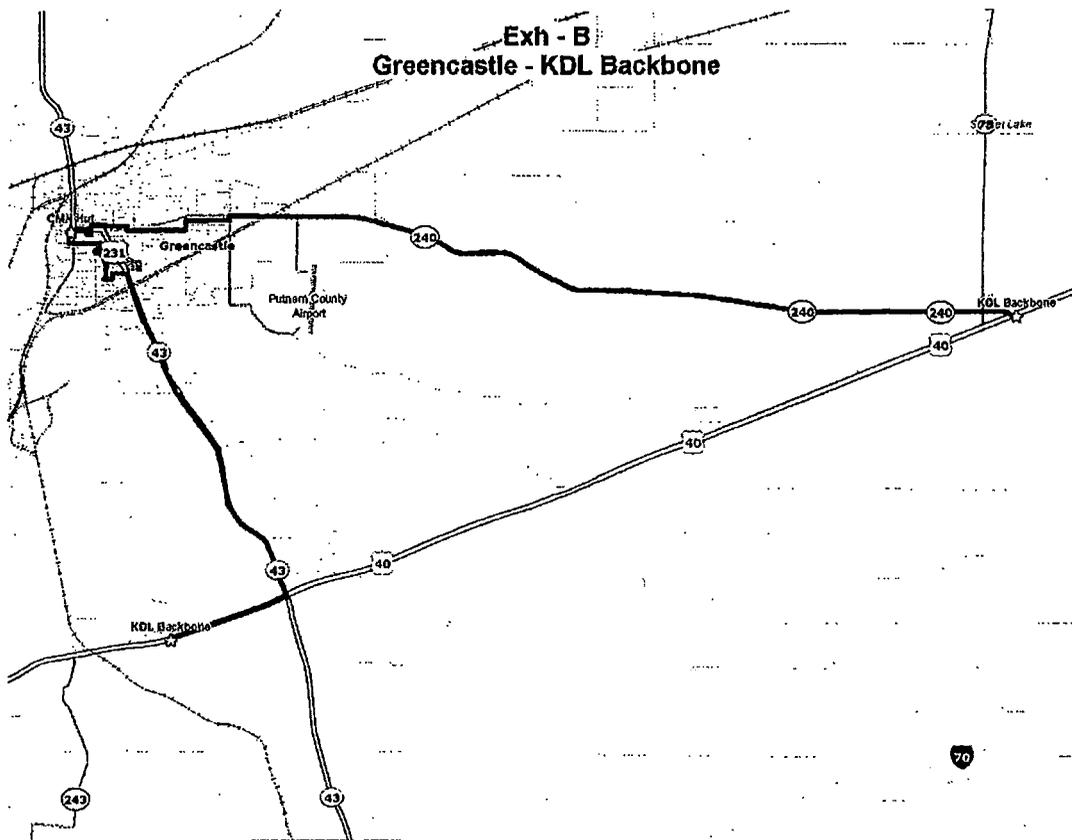
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

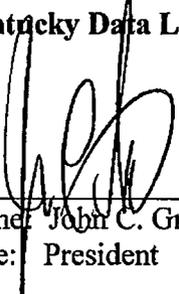


**EXHIBIT B**  
**KDL BACKBONE – NORTH MANCHESTER**

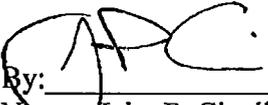
- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

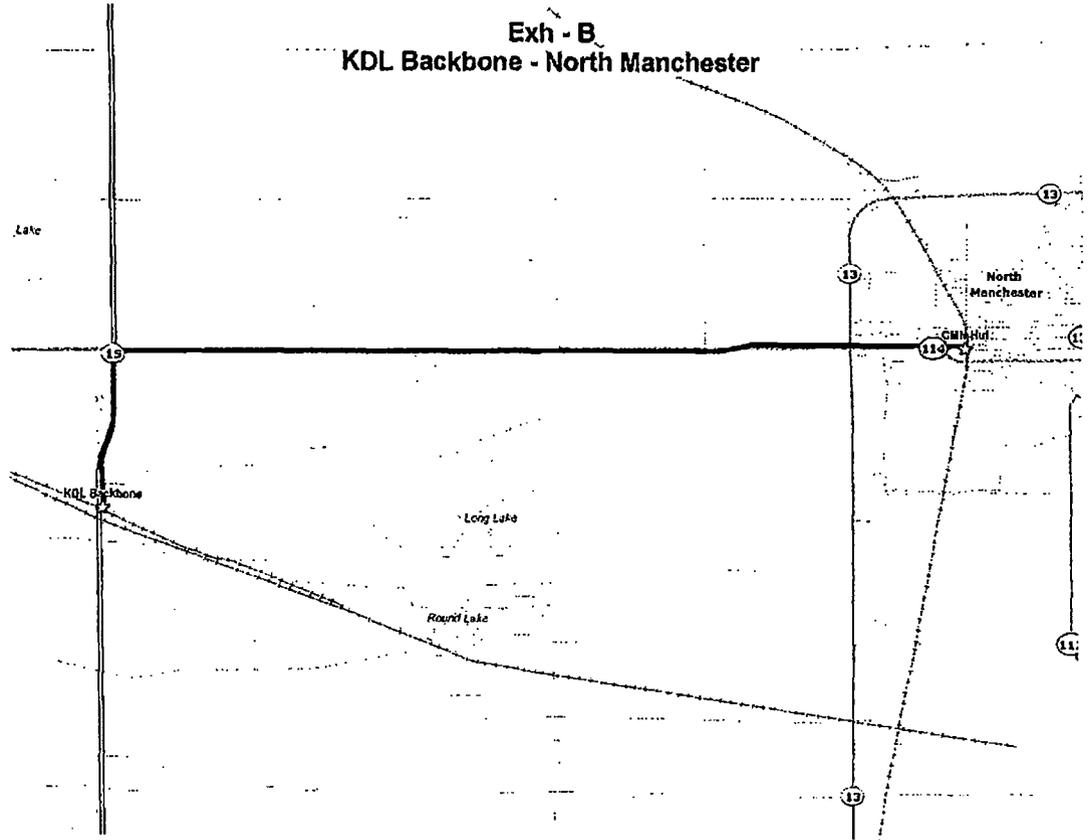
**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

Exh - B  
KDL Backbone - North Manchester

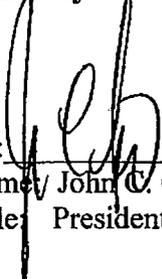


**EXHIBIT B  
KDL BACKBONE - WABASH**

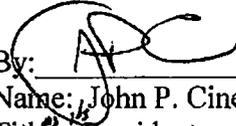
- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

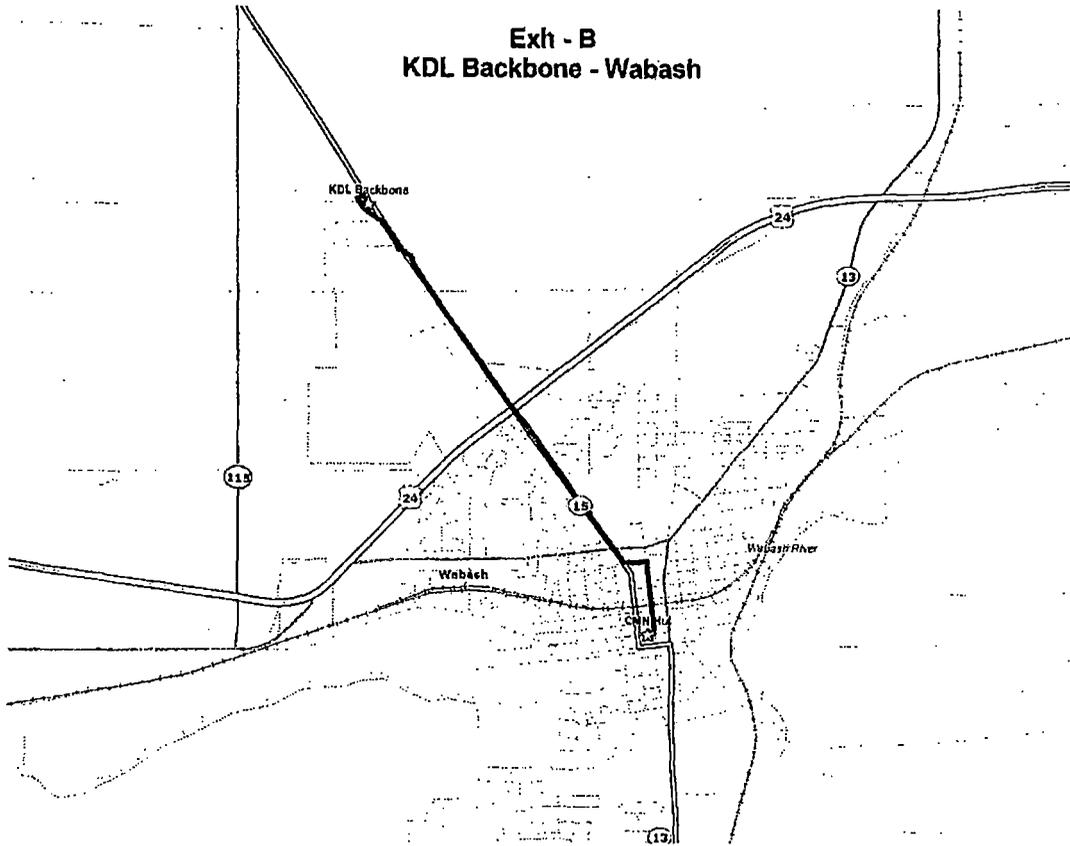
**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

**Exh - B**  
**KDL Backbone - Wabash**

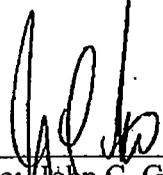


**EXHIBIT B  
NEW CASTLE - CONNERSVILLE**

- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

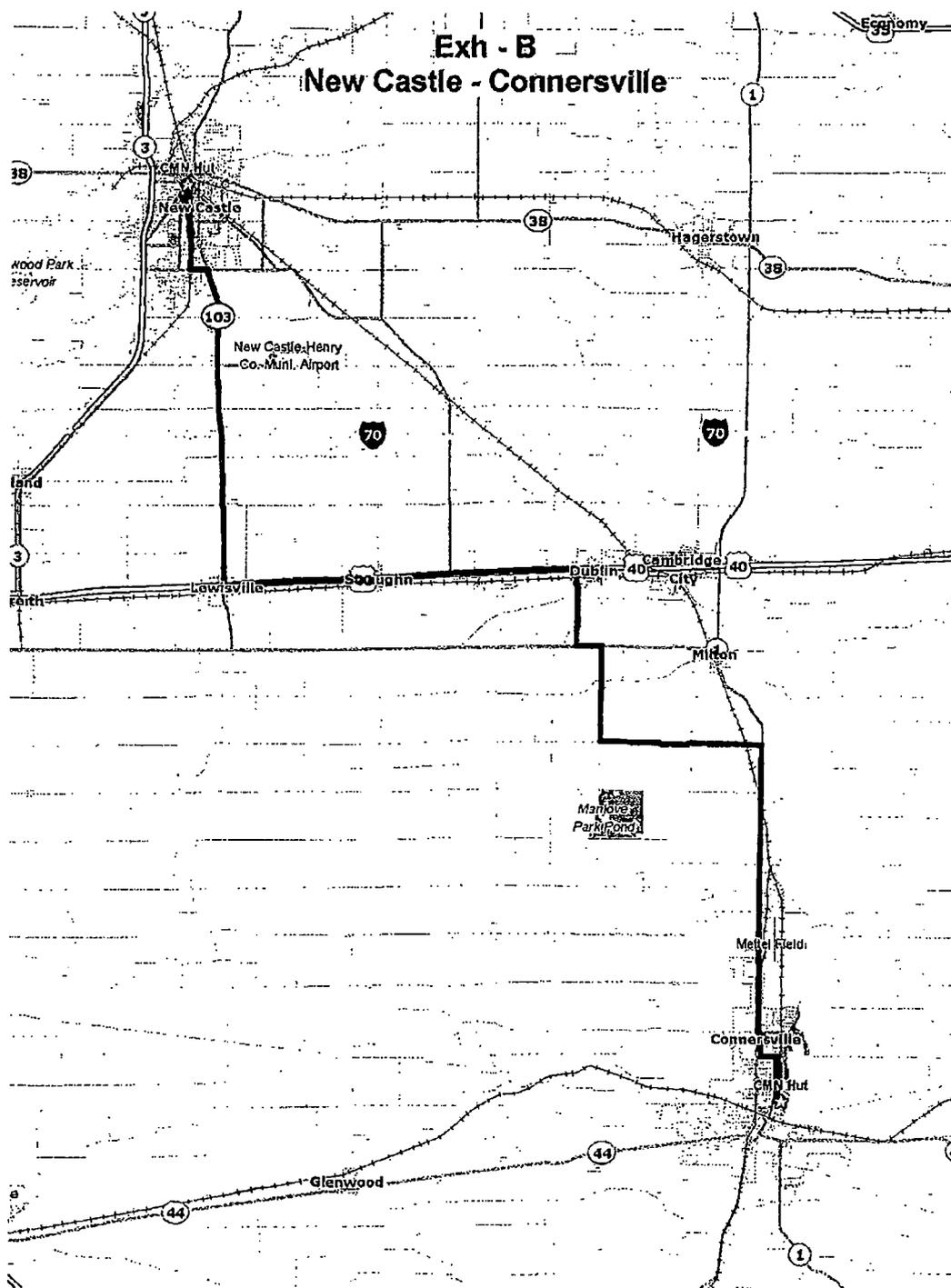
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

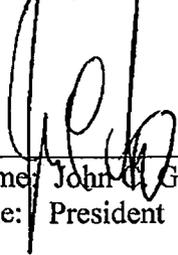


**EXHIBIT B  
NEW CASTLE - RUSHVILLE**

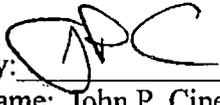
- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

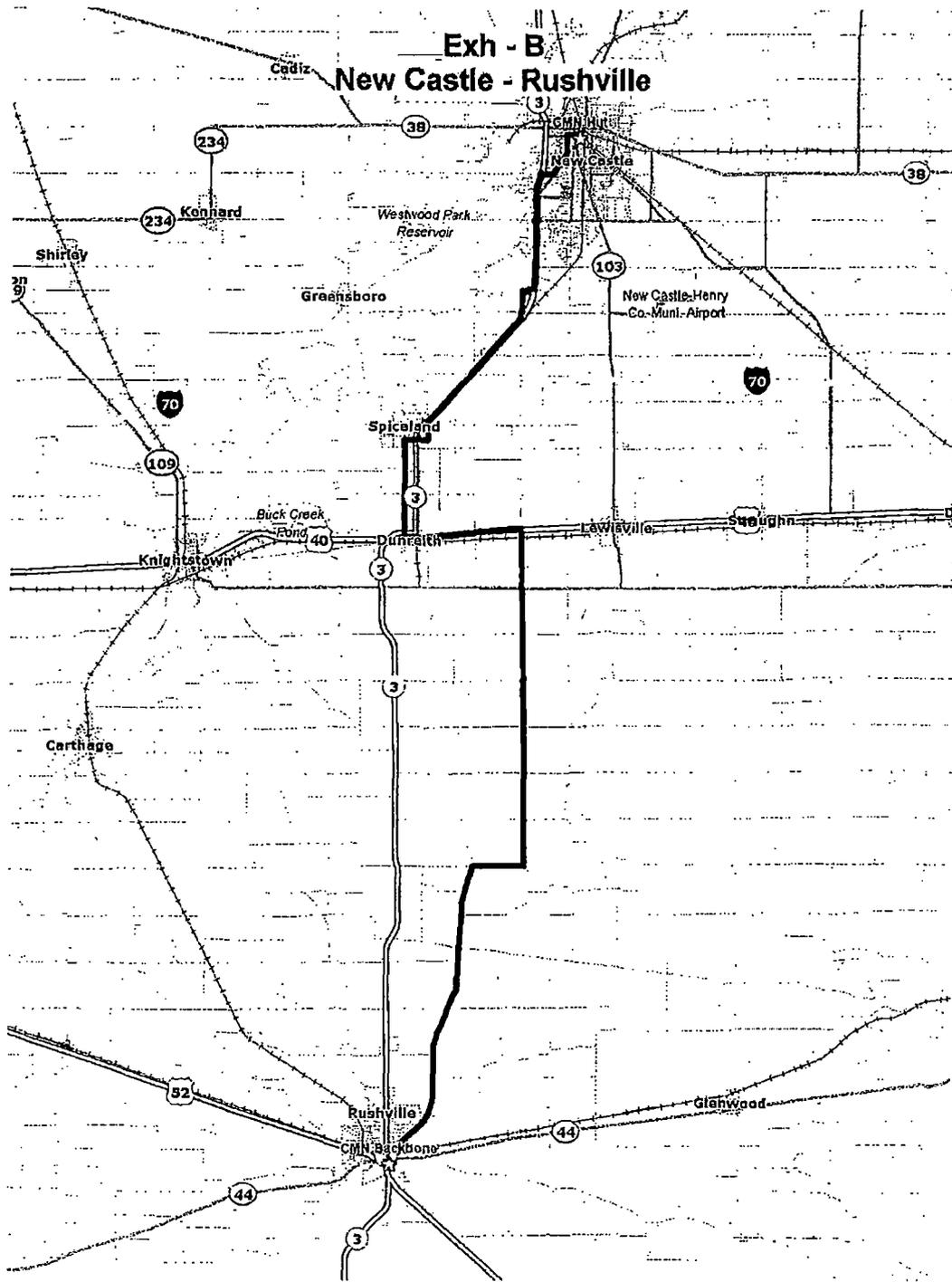
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John G. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

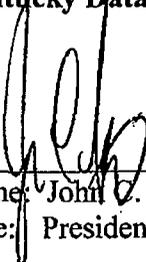


**EXHIBIT B  
NORTH MANCHESTER - HUNTINGTON**

- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

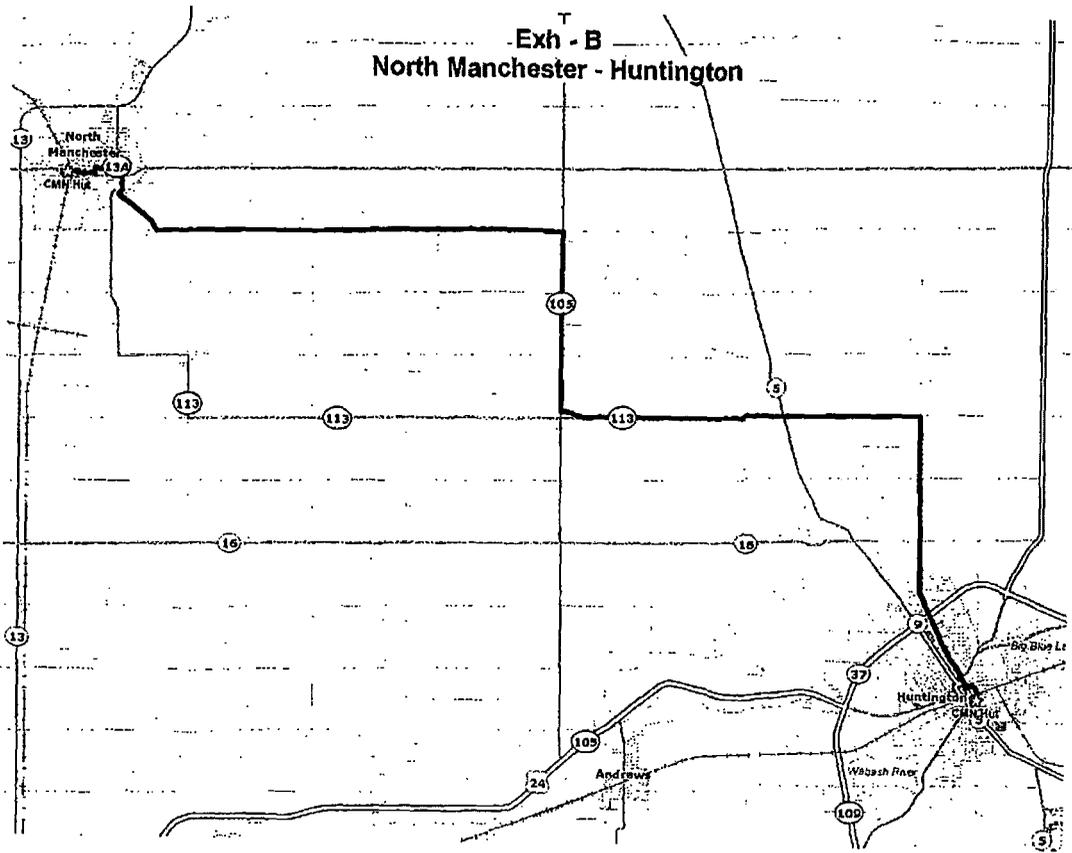
**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

Exh - B  
North Manchester - Huntington

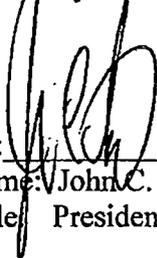


**EXHIBIT B  
NORTH VERNON - MADISON**

- (i) **Route:** All fiber installed along the route depicted on the attached map.
- (ii) **Fiber count:** 48-count.
- (iii) **KDL Fiber Count:** 8 fibers.
- (iv) **CMN Fiber Count:** 40 fibers.

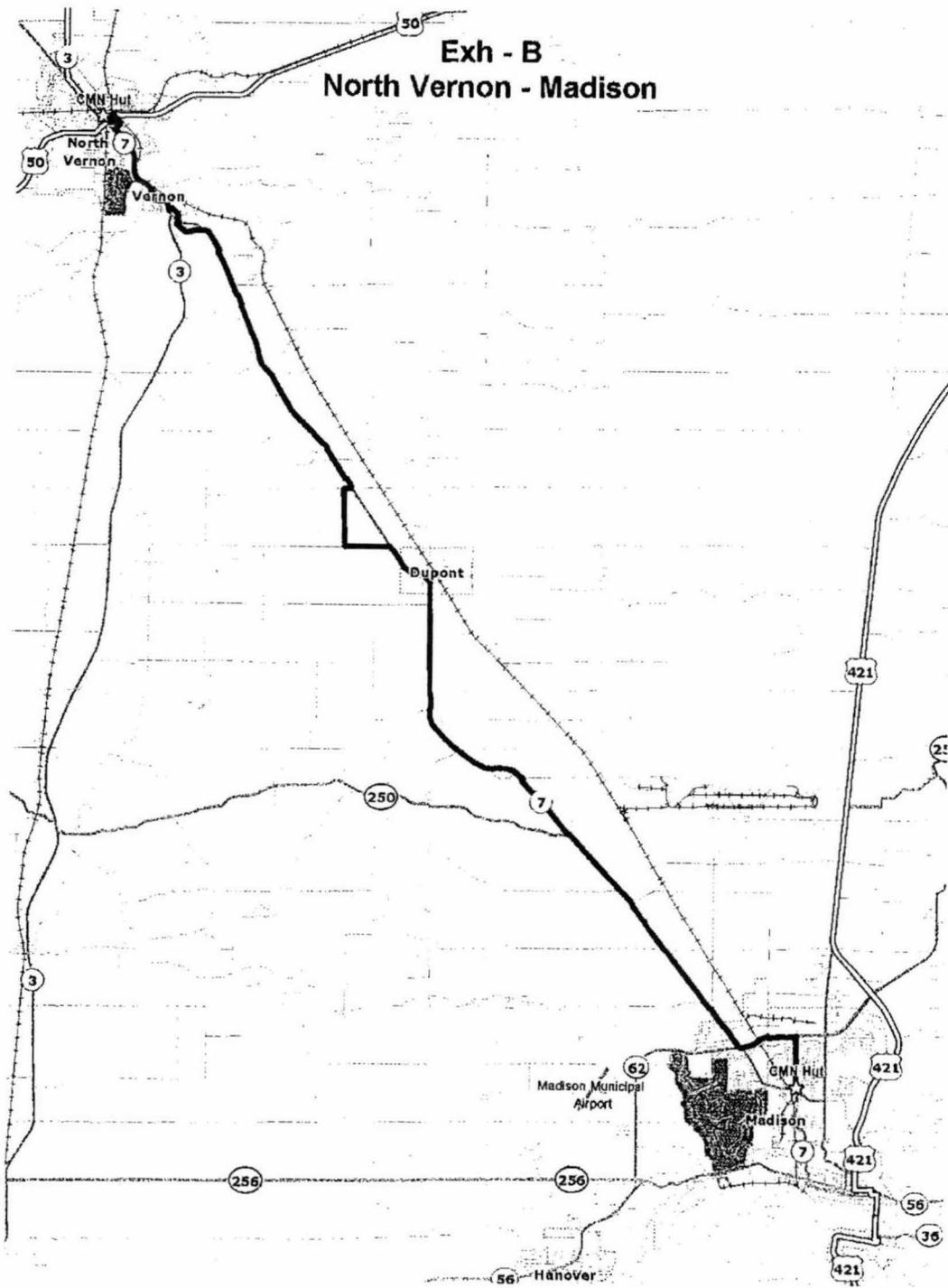
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

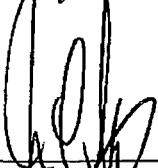


**EXHIBIT B  
PERU - WABASH**

- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

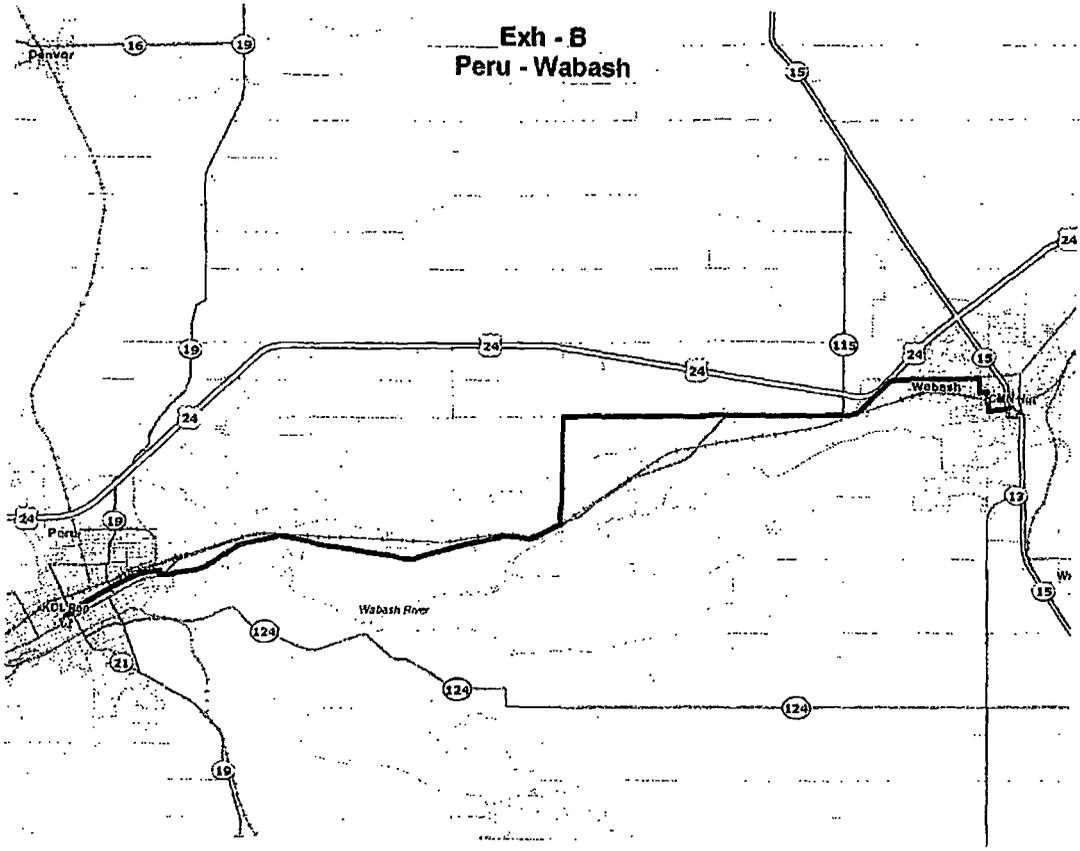
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

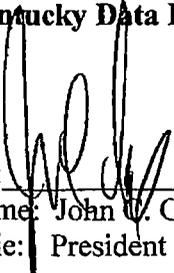


**EXHIBIT B  
SCOTTSBURG - MADISON**

- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

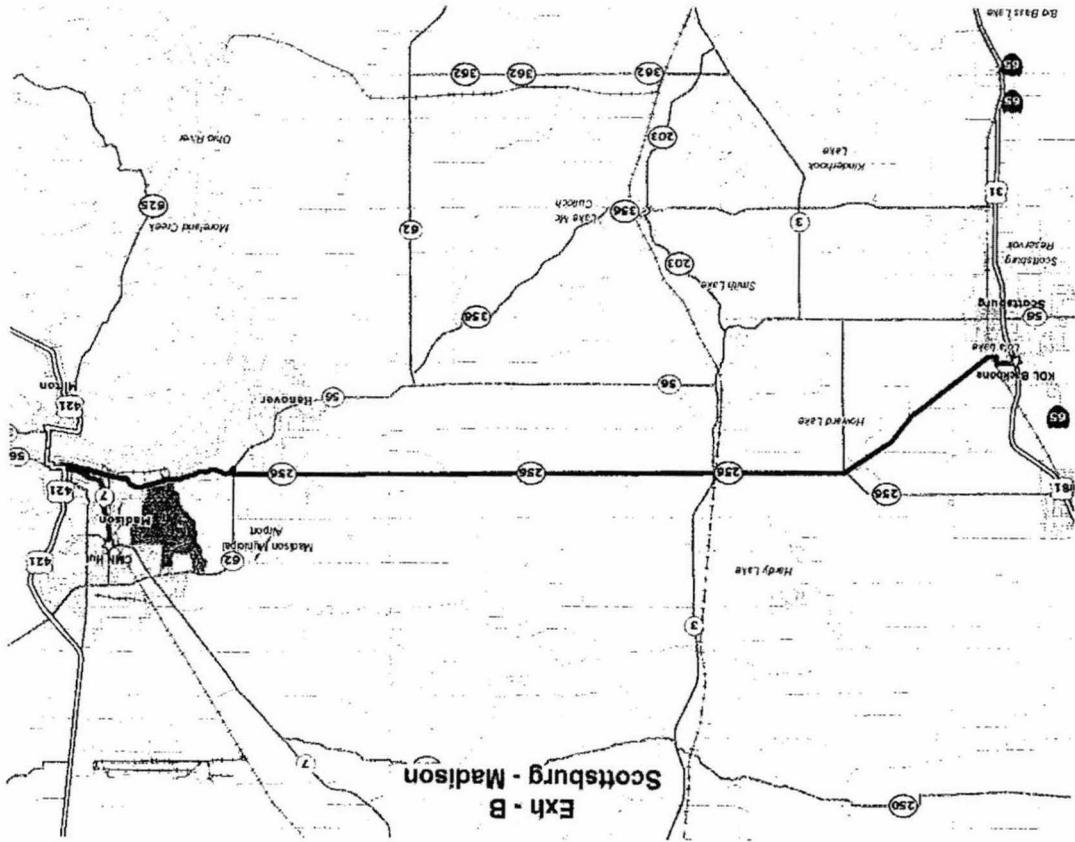
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John V. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

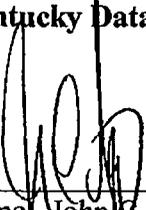


**EXHIBIT B**  
**SEYMOUR - NORTH VERNON**

- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

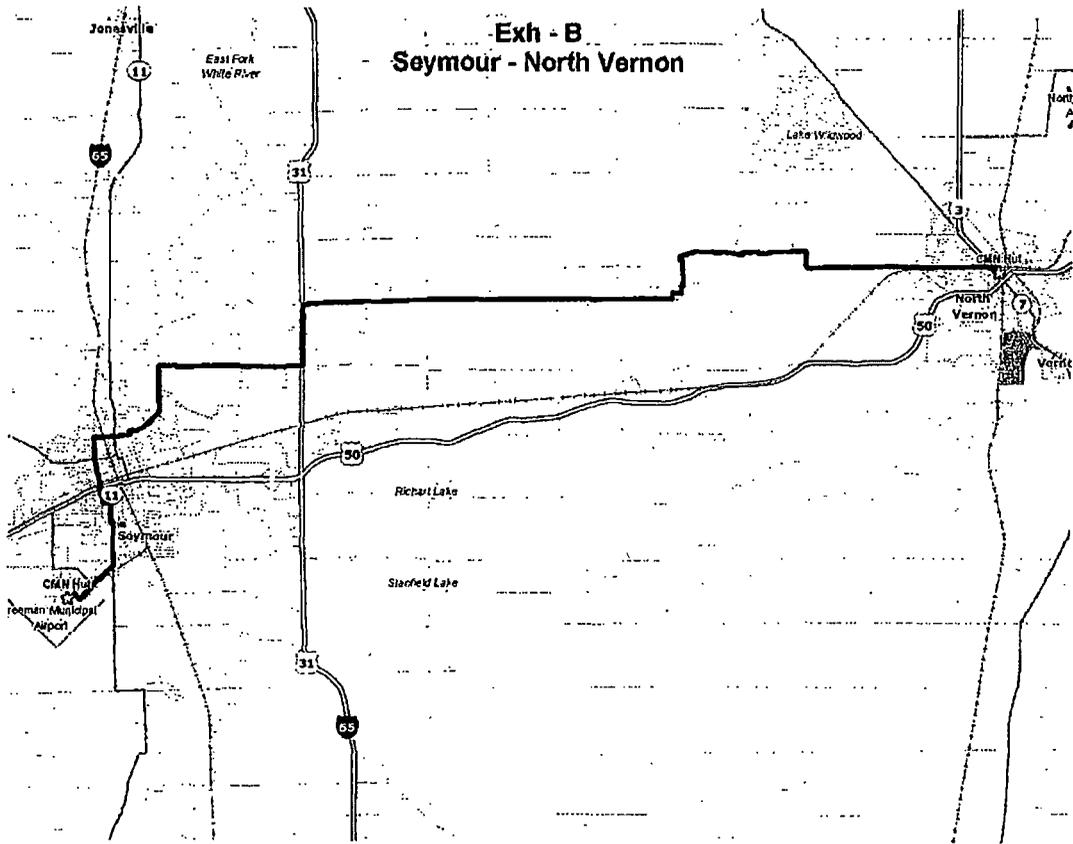
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President

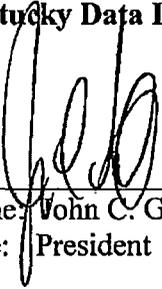


**EXHIBIT B  
SHELBYVILLE - CONNERSVILLE**

- (i) Route: All fiber installed along the route depicted on the attached map.
- (ii) Fiber count: 48-count.
- (iii) KDL Fiber Count: 8 fibers.
- (iv) CMN Fiber Count: 40 fibers.

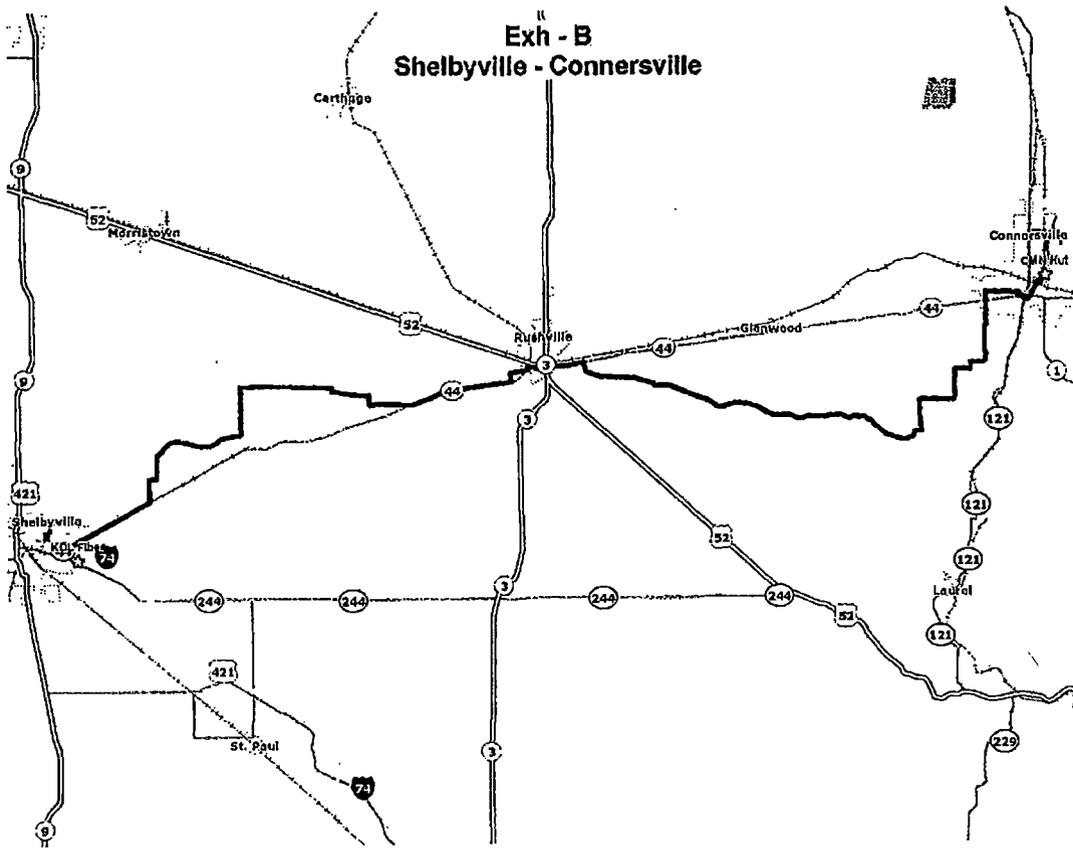
This Exhibit B is hereby incorporated in its entirety into the Pole Attachment Rights/Dark Fiber Rights Exchange Agreement between Kentucky Data Link, Inc. and Cinergy MetroNet, Inc. effective February 7, 2005.

**Kentucky Data Link, Inc.**

By:   
Name: John C. Greenbank  
Title: President

**Cinergy MetroNet, Inc.**

By:   
Name: John P. Cinelli  
Title: President



**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6046624

**Invoice Date:** 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1160706101	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$55,223.99

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1160706101  
Location of Work: Hanover Part 1

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1160706101, Make Ready	48,020.86
Work, Location of Work: Hanover Part 1	7,203.13
15% Markup	
<b>Total Due</b>	<b>\$55,223.99</b>



**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6046625

**Invoice Date:** 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1160717901	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$2,772.63

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1160717901  
Location of Work: Hanover Path 2

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1160717901, Make Ready	2,410.98
Work, Location of Work: Hanover Path 2	361.65
15% Markup	
<b>Total Due</b>	<b>\$2,772.63</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6046626

**Invoice Date:** 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1160786501	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$3,165.78

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1160786501  
Location of Work: Hanover Group 2

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email [joseph.w.mcclure@windstream.com](mailto:joseph.w.mcclure@windstream.com)

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1160786501, Make Ready	2,752.85
Work, Location of Work: Hanover Group 2	412.93
15% Markup	
<b>Total Due</b>	<b>\$3,165.78</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6046627

**Invoice Date:** 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1160795501	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$6,730.75

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1160795501  
Location of Work: Hanover Group 3

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1160795501, Make Ready	5,852.83
Work, Location of Work: Hanover Group 3	877.92
15% Markup	
<b>Total Due</b>	<b>\$6,730.75</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6046628

**Invoice Date:** 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1160888601	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$24,583.12

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1160888601  
Location of Work: Lafayette Part 3 & 4

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1160888601, Make Ready	21,376.63
Work, Location of Work: Lafayette Part 3 & 4	3,206.49
15% Markup	
<b>Total Due</b>	<b>\$24,583.12</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046629

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1160901201	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$16,799.42

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1160901201  
Location of Work: Lafayette Phase 10 Part 1 & 2

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1160901201, Make Ready	14,608.19
Work, Location of Work: Lafayette Phase 10 Part 1 & 2	2,191.23
15% Markup	
<b>Total Due</b>	<b>\$16,799.42</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046630

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1160909801	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$15,891.10

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1160909801  
Location of Work: Lafayette Phase 12

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1160909801, Make Ready	13,818.35
Work, Location of Work: Lafayette Phase 12	2,072.75
15% Markup	
<b>Total Due</b>	<b>\$15,891.10</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6046631

**Invoice Date:** 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1160964901	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$1,111.72

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1160964901  
Location of Work: Lafayette Phase 4 Part 1 Rev

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1160964901, Make Ready	966.71
Work, Location of Work: Lafayette Phase 4 Part 1 Rev	145.01
15% Markup	
<b>Total Due</b>	<b>\$1,111.72</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6046632

**Invoice Date:** 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1160969801	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$158,935.98

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1160969801  
Location of Work: Lafayette Phase 8 Part 1

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1160969801, Make Ready	138,205.20
Work, Location of Work: Lafayette Phase 8 Part 1	20,730.78
15% Markup	
<b>Total Due</b>	<b>\$158,935.98</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

Windstream KDL, Inc

P O Box 18317  
Little Rock, AR 72222

INVOICE

Invoice Number: 6046633

Invoice Date: 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1160979101	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$152,803.04

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1160979101  
Location of Work: Lafayette Phase 3 Part 2

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1160979101, Make Ready	132,872.21
Work, Location of Work: Lafayette Phase 3 Part 2	19,930.83
15% Markup	
<b>Total Due</b>	<b>\$152,803.04</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046634

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1160985601	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$12,015.57

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1160985601  
Location of Work: Lafayette Phase 2 Part 3

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1160985601, Make Ready	10,448.32
Work, Location of Work: Lafayette Phase 2 Part 3	1,567.25
15% Markup	
<b>Total Due</b>	<b>\$12,015.57</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046635

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1160990501	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$3,548.88

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1160990501  
Location of Work:Lafayette Backbone Part 5

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1160990501, Make Ready	3,085.98
Work, Location of Work: Lafayette Backbone Part 5	462.90
15% Markup	
<b>Total Due</b>	<b>\$3,548.88</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046636

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1160998201	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$60,838.44

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1160998201  
Location of Work: Lafayette Group 1

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1160998201, Make Ready	52,902.99
Work, Location of Work: Lafayette Group 1	7,935.45
15% Markup	
<b>Total Due</b>	<b>\$60,838.44</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046637

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161009701	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$34,029.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161009701  
Location of Work: Lafayette Group 3

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161009701, Make Ready	29,591.09
Work, Location of Work: Lafayette Group 3	4,438.66
15% Markup	
<b>Total Due</b>	<b>\$34,029.75</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046638

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161020301	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$99,597.22

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161020301  
Location of Work: Lafayette Group 4

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161020301, Make Ready	86,606.28
Work, Location of Work: Lafayette Group 4	12,990.94
15% Markup	
<b>Total Due</b>	<b>\$99,597.22</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6046639

**Invoice Date:** 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1161073501	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$57,937.83

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1161073501  
Location of Work: Lafayette Group 2

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1161073501, Make Ready	50,380.72
Work, Location of Work: Lafayette Group 2	7,557.11
15% Markup	
<b>Total Due</b>	<b>\$57,937.83</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046640

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161082901	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$81,385.19

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161082901  
Location of Work: Lafayette Group 5

For questions regarding this invoice, please contact  
Mary Calva at 501-748-4827  
Email Mary.Calva@Windstream.com

Description	Amount
Duke Energy Inv # P1161082901, Make Ready	70,769.73
Work, Location of Work: Lafayette Group 5	10,615.46
15% Markup	
<b>Total Due</b>	<b>\$81,385.19</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046641

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161096501	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$56,225.46

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161096501  
Location of Work: Lafayette Group 7

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161096501, Make Ready	48,891.70
Work, Location of Work: Lafayette Group 7	7,333.76
15% Markup	
<b>Total Due</b>	<b>\$56,225.46</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046642

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161104301	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$63,584.42

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161104301  
Location of Work: Lafayette Group 6

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161104301, Make Ready	55,290.80
Work, Location of Work: Lafayette Group 6	8,293.62
15% Markup	
<b>Total Due</b>	<b>\$63,584.42</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046643

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161130301	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$44,562.47

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161130301  
Location of Work: Lafayette Group 8

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161130301, Make Ready	38,749.97
Work, Location of Work: Lafayette Group 8	5,812.50
15% Markup	
<b>Total Due</b>	<b>\$44,562.47</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6046644

**Invoice Date:** 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1161140101	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$25,086.11

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1161140101  
Location of Work: Lafayette Group 11

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email [joseph.w.mcclure@windstream.com](mailto:joseph.w.mcclure@windstream.com)

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1161140101, Make Ready	21,814.01
Work, Location of Work: Lafayette Group 11	3,272.10
15% Markup	
<b>Total Due</b>	<b>\$25,086.11</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046645

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161174301	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$721.23

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161174301  
Location of Work: Lafayette Group 12

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161174301, Make Ready	627.16
Work, Location of Work: Lafayette Group 12	94.07
15% Markup	
<b>Total Due</b>	<b>\$721.23</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046646

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161262401	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$18,321.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161262401  
Location of Work: Lafayette Group 14

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161262401, Make Ready	15,931.30
Work, Location of Work: Lafayette Group 14	2,389.70
15% Markup	
<b>Total Due</b>	<b>\$18,321.00</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

Windstream KDL, Inc

P O Box 18317  
Little Rock, AR 72222

INVOICE

Invoice Number: 6046647

Invoice Date: 1/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	P1161272701	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
2/25/2017	\$30,208.15

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv # P1161272701  
Location of Work: Lafayette Phase 2 Part 1 & 2

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161272701, Make Ready	191,116.56
Work, Location of Work: Lafayette Phase 2 Part 1	(164,848.59)
& 2	3,940.18
Credits due to Previous Payments exceeding	
Lafayette Job Costs	
15% Markup	
<b>Total Due</b>	<b>\$30,208.15</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046648

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161300201	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$75,264.88

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161300201  
Location of Work: Lafayette Phase 7 Part 1 & 2

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161300201, Make Ready	65,447.72
Work, Location of Work: Lafayette Phase 7 Part 1 & 2	9,817.16
15% Markup	
<b>Total Due</b>	<b>\$75,264.88</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6046649

Invoice Date: 1/26/2017

Customer #	Customer Reference	Account Number
Cinergy Metrone	P1161311201	950000000.11845.5000

Due By	Amount Due
2/25/2017	\$14,719.23

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

Invoice Comment Duke Energy Inv # P1161311201  
Location of Work: Lafayette Phase 11 Part 1 -4

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

Description	Amount
Duke Energy Inv # P1161311201, Make Ready	12,799.33
Work, Location of Work: Lafayette Phase 11 Part 1 -4	1,919.90
15% Markup	
<b>Total Due</b>	<b>\$14,719.23</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6047094

**Invoice Date:** 3/14/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone	6046647	950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
4/13/2017	\$20,210.70

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** True-up to Windstream invoice # 6046647.  
Bill Calc Spreadsheet Attached  
Initial Charged Amount \$30,208.17  
Corrected Bill Calc Amoount: \$50,418.87

For questions regarding this invoice, please contact  
Joe McClure at 501-748-7763  
Email joseph.w.mcclure@windstream.com

<b>Description</b>	<b>Amount</b>
True-up Amount	20,210.70
<b>Total Due</b>	<b>\$20,210.70</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**From:** Gibson, Jeremy B <Jeremy.Gibson@duke-energy.com>  
**Sent:** Tuesday, September 05, 2017 9:05 AM  
**To:** Lloyd, James <James.Lloyd@windstream.com>; Freeburn, Scott <Scott.Freeburn@duke-energy.com>; Asche, Dustin K <Dustin.Asche@duke-energy.com>  
**Cc:** Latham, Joyce <Joyce.Latham@windstream.com>; King, Daniel <Daniel.King@windstream.com>; Rucker, Jamie <Jamie.Rucker@windstream.com>  
**Subject:** RE: Windstream KDL Unpaid Make Ready

James,

Thank you for your response back. Duke Energy will not reverse the invoices to Windstream KDL as per section 9 of the agreement 'KDL shall reimburse the applicable Operating Company for the cost of all such work'. Windstream KDL submitted the routes and is therefore responsible for all make ready and engineering cost associated with the projects. Any invoices to Windstream KDL should be paid upon receipt and not held up due to a side agreement between Windstream KDL and Metronet.

Thank you,  
Jeremy  
Jeremy Gibson  
Sr. Joint Use Facilities Specialist  
859-816-7386 Cell  
[Jeremy.gibson@duke-energy.com](mailto:Jeremy.gibson@duke-energy.com)

---

**From:** Lloyd, James [<mailto:James.Lloyd@windstream.com>]  
**Sent:** Tuesday, September 05, 2017 9:38 AM  
**To:** Gibson, Jeremy B  
**Cc:** Latham, Joyce; King, Daniel; Rucker, Jamie  
**Subject:** RE: Windstream KDL Unpaid Make Ready

\*\*\* Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. \*\*\*

Jeremy,



In regards to your email below, and as we have shared before, we dispute the amounts being billed to us by Duke Energy. Since we are disputing these amounts, and since these invoices are for work that MetroNet will ultimately be responsible for paying, we would like for Duke Energy to consider reversing the invoices to Windstream and billing the amounts directly to MetroNet.

If this is not possible, please let us know as soon as possible.

Sincerely,

**James Lloyd**  
**Manager – Engineering Support**  
**Windstream Communications, LLC**  
11101 Anderson Drive  
Little Rock, Arkansas 72212  
(501) 748-7538  
Email: [James.Lloyd@windstream.com](mailto:James.Lloyd@windstream.com)



---

**From:** Gibson, Jeremy B [<mailto:Jeremy.Gibson@duke-energy.com>]  
**Sent:** Monday, August 21, 2017 10:01 AM  
**To:** Sanchez, Sherry H <[Sherry.Sanchez@windstream.com](mailto:Sherry.Sanchez@windstream.com)>; McClure, Joseph W <[Joseph.W.Mcclure@windstream.com](mailto:Joseph.W.Mcclure@windstream.com)>; Windstream Jointuse <[Windstream.Jointuse@windstream.com](mailto:Windstream.Jointuse@windstream.com)>  
**Cc:** Freeburn, Scott <[Scott.Freeburn@duke-energy.com](mailto:Scott.Freeburn@duke-energy.com)>; Asche, Dustin K <[Dustin.Asche@duke-energy.com](mailto:Dustin.Asche@duke-energy.com)>  
**Subject:** Windstream KDL Unpaid Make Ready  
**Importance:** High

Sherry and Joe,

I wanted to follow up with you to see where Windstream KDL was on paying the unpaid make ready true up invoices from the Lafayette and Hanover routes. These invoices are still outstanding at this time. Last communication was back in March and we have not heard anything back in regards to these.

Please let me know when Duke can expect payment on these.

Thank you,  
Jeremy  
Jeremy Gibson  
Sr. Joint Use Facilities Specialist  
859-816-7386 Cell  
[Jeremy.gibson@duke-energy.com](mailto:Jeremy.gibson@duke-energy.com)

This email message and any attachments are for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

Invoice Number: 6047743

Invoice Date: 4/28/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone		950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
5/28/2017	\$184.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC  
 ap@qservicesco.com  
 8837 Bond Street  
 Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv. #P2113614601  
 Location of Work: Charles St, Lafayette, IN

For questions regarding this invoice, please contact  
 Luke Niles at 501-748-5893  
 Email Luke.T.Niles@windstream.com

Description	Amount
Duke Energy Inv # P2113614601, Proposal (No Proposal #), Post Attachment and Inspection Fee, Location of Work: Charles St, Lafayette, IN	160.00
15% Markup	24.00
<b>Total Due</b>	<b>\$184.00</b>



**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.



**Windstream KDL, LLC**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6048082

**Invoice Date:** 05/25/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
06/24/2017

**Amount Due**  
\$2,333.57

**Please Make Your Check Payable To:**  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P1183941802  
**Comment** Proposal 1612KDL0215DEI  
Location of Work: 3366 Beech Dr., Carmel, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P1183941802, Proposal 1612KDL0215DEI, Make Ready Work Associated with Proposal, Location of Work: 3366 Beech Dr., Carmel, IN	2,029.19
15% Markup	304.38
<b>Total Due</b>	<b>\$2,333.57</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3054

**Windstream KDL, LLC**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6048315

**Invoice Date:** 06/06/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
07/06/2017

**Amount Due**  
\$186.88

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P1100154303  
Proposal 1608KDL0163DEI  
Location of Work: S Side of W 146th St, Carmel, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P1100154303, Proposal 1608KDL0163DEI, 2.5 Hours Engineering Time, Location of Work: S Side of W 146th St, Carmel, IN	162.50
15% Markup	24.38
<b>Total Due</b>	<b>\$186.88</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3055

**Windstream KDL, LLC**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6048317

**Invoice Date:** 06/06/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
07/06/2017

**Amount Due**  
\$294.40

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2139838901  
**Comment** Location of Work: Greenwood, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2139838901, Proposal N/A, Make Ready Engineering Time, Location of Work: Greenwood, IN	256.00
15% Markup	38.40
<b>Total Due</b>	<b>\$294.40</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3056

**Windstream KDL, LLC**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6048571

**Invoice Date:** 06/26/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/26/2017	\$258.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P0704005501  
**Comment** Proposal 1412KDL008DEI  
Location of Work: 2243 Elmwood Ave, West Lafayette, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P0704005501, Proposal 1412KDL008DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 2243 Elmwood Ave, West Lafayette, IN	225.00
15% Markup	33.75
<b>Total Due</b>	<b>\$258.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3057

**Windstream KDL, LLC**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049042

**Invoice Date:** 08/02/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	09/01/2017	\$1,661.75

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2091088101  
**Comment** Proposal 1703KDL0356DEI  
Location of Work: Area surrounding Olio Rd & E 126th St,  
Fishers, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2091088101, Proposal 1703KDL0356DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Area surrounding Olio Rd & E 126th St, Fishers, IN	1,445.00
15% Markup	216.75
<b>Total Due</b>	<b>\$1,661.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3058

**Windstream KDL, LLC**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049089

**Invoice Date:** 08/08/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	09/07/2017	\$4,370.00

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2186078901  
Proposal (39 different proposals)  
Location of Work: Carmel, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2180678901, Proposal (39 different proposals), MRE Make Ready Engineering Time Only-No Work Required-Proposal Fee, Location of Work: Carmel, IN	3,800.00
15% Markup	570.00
<b>Total Due</b>	<b>\$4,370.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3059

**Windstream KDL, LLC**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049179

**Invoice Date:** 08/15/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
09/14/2017

**Amount Due**  
\$1,138.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2094374701  
Proposal 1703KDL0509DEI  
Location of Work: Olio Rd, E 117th St, & E 116th St,  
Fishers, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2094374701, Proposal 1703KDL0509DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Olio Rd, E 117th St, E 116th St, Fishers, IN	990.00
15% Markup	148.50
<b>Total Due</b>	<b>\$1,138.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3060

**Windstream KDL, LLC**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049182

**Invoice Date:** 08/15/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	09/14/2017	\$2,231.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2110517901  
Proposal 1704KDL0172DEI  
Location of Work: 116th St & E 121st St, Fishers, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2110517901, Proposal 1704KDL0172DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 116th St & E 121st St, Fishers, IN	1,940.00
15% Markup	291.00
<b>Total Due</b>	<b>\$2,231.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3061

**Windstream KDL, LLC**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049353

**Invoice Date:** 08/29/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	09/28/2017	\$529.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2164668601  
Proposal 1706KDL0482DEI  
Location of Work: Noblesville, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2164668601, Proposal 1706KDL0482DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Noblesville, IN	460.00
15% Markup	69.00
<b>Total Due</b>	<b>\$529.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3062

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049562

**Invoice Date:** 09/18/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	10/18/2017	\$833.75

**Please Make Your Check Payable To:**  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2164422101  
Proposal 1706KDL0356DEI  
Location of Work: Area surrounding Lakeview Dr &  
Hornad Rd, Greenwood, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2164422101, Proposal 1706KDL0356DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Area surrounding Lakeview Dr, Hornad Rd, Greenwood, IN	725.00
15% Markup	108.75
<b>Total Due</b>	<b>\$833.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3063

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049857

**Invoice Date:** 10/17/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	11/16/2017	\$983.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2164719401  
Proposal 1706KDL0547DEI  
Location of Work: Seymour, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2164719401, Proposal 1706KDL0547DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Seymour, IN	855.00
15% Markup	128.25
<b>Total Due</b>	<b>\$983.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3064

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049859

**Invoice Date:** 10/17/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	11/16/2017	\$1,564.00

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2123752101  
Proposal N/A  
Location of Work: Carmel, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2123752101, Proposal N/A, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,360.00
15% Markup	204.00
<b>Total Due</b>	<b>\$1,564.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3065

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049860

**Invoice Date:** 10/17/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	11/16/2017	\$1,667.50

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2123839201  
Proposal 1704KDL0622DEI  
Location of Work: Carmel, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2123839201, Proposal 1704KDL0622DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,450.00
15% Markup	217.50
<b>Total Due</b>	<b>\$1,667.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3066

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6049861

**Invoice Date:** 10/17/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	11/16/2017	\$2,029.75

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**

**Attn: Misc Billing**

**P O Box 18317**

**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke

Niles at 501-748-5893

Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2133584801  
Proposal 1705KDL0232DEI  
Location of Work: Zionsville, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2133584801, Proposal 1705KDL0232DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Zionsville, IN	1,765.00
15% Markup	264.75
<b>Total Due</b>	<b>\$2,029.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3067

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050527

**Invoice Date:** 10/31/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	11/30/2017	\$270.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**

**Attn: Misc Billing**

**P O Box 18317**

**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2170960501  
Proposal 1705KDL0518DEI  
Location of Work: Fishers, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2170960501, Proposal 1705KDL0518DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Fishers, IN	235.00
15% Markup	35.25
<b>Total Due</b>	<b>\$270.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3068

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050599

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$2,081.50

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P213361901  
Proposal 1705KDL0236DEI  
Location of Work: Zionsville, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2133616901, Proposal 1705KDL0236DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Zionsville, IN	1,810.00
15% Markup	271.50
<b>Total Due</b>	<b>\$2,081.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3069**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050600

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$2,185.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2146311901  
Proposal 1706KDL0009DEI  
Location of Work: Carmel, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2146311901, Proposal 1706KDL0009DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3070

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050601

**Invoice Date:** 11/10/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
12/10/2017

**Amount Due**  
\$2,133.25

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P215956501  
Proposal 1705KDL0560DEI  
Location of Work: Carmel, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2159596501, Proposal 1705KDL0560DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,855.00
15% Markup	278.25
<b>Total Due</b>	<b>\$2,133.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3071

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050602

**Invoice Date:** 11/10/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
12/10/2017

**Amount Due**  
\$2,133.25

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2160556401  
Proposal 1705KDL0509DEI  
Location of Work: Carmel, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2160556401, Proposal 1705KDL0509DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,855.00
15% Markup	278.25
<b>Total Due</b>	<b>\$2,133.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3072

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050603

**Invoice Date:** 11/10/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
12/10/2017

**Amount Due**  
\$2,185.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2160784801  
**Comment** Proposal 1706KDL0248DEI  
Location of Work: Carmel, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2160784801, Proposal 1706KDL0248DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3073

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050604

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$2,185.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2160792901  
Proposal 1706KDL0250DEI  
Location of Work: Carmel, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2160792901, Proposal 1706KDL0250DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3074

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050605

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$2,133.25

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2160796301  
**Comment** Proposal 1706KDL0256DEI  
Location of Work: Carmel, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2160796301, Proposal 1706KDL0256DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,855.00
15% Markup	278.25
<b>Total Due</b>	<b>\$2,133.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3075

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050607

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$1,046.50

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2160918801  
Proposal 1706KDL0287DEI  
Location of Work: Greenwood, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2160918801, Proposal 1706KDL0287DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Greenwood, IN	910.00
15% Markup	136.50
<b>Total Due</b>	<b>\$1,046.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3076

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050608

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$2,185.00

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2164618001  
**Comment** Proposal 1706KDL0428DEI  
Location of Work: Carmel, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2164618001, Proposal 1706KDL0428DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3077

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050609

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$2,133.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2164664201  
Proposal 1706KDL0479DEI  
Location of Work: Carmel, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2164664201, Proposal 1706KDL0479DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,855.00
15% Markup	278.25
<b>Total Due</b>	<b>\$2,133.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3078

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050610

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$1,500.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2164697401  
**Comment** Proposal 1706KDL0510DEI  
Location of Work: 10178 Geist Rd, Fishers, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2164697401, Proposal 1706KDL0510DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 10178 Geist Rd, Fishers, IN	1,305.00
15% Markup	195.75
<b>Total Due</b>	<b>\$1,500.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3079

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050611

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$891.25

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**

**Attn: Misc Billing**

**P O Box 18317**

**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2170829901  
Proposal 1707KDL0115DEI  
Location of Work: Carmel, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2170829901, Proposal 1707KDL0115DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	775.00
15% Markup	116.25
<b>Total Due</b>	<b>\$891.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3080

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050612

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$1,771.00

**Please Make Your Check Payable To:**  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2170950901  
Proposal 1707KDL0125DEI  
Location of Work: Westfield, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2170950901, Proposal 1707KDL0125DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Westfield, IN	1,540.00
15% Markup	231.00
<b>Total Due</b>	<b>\$1,771.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3081

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050613

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$994.75

**Please Make Your Check Payable To:**  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2170952901  
Proposal 1707KDL0127DEI  
Location of Work: Westfield, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2170952901, Proposal 1707KDL0127DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Westfield, IN	865.00
15\$ Markup	129.75
<b>Total Due</b>	<b>\$994.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3082

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050614

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$1,874.50

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2170987701  
Proposal 1707KDL0154DEI  
Location of Work: Zionsville, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2170987701, Proposal 1707KDL0154DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Zionsville, IN	1,630.00
15% Markup	244.50
<b>Total Due</b>	<b>\$1,874.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3083

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050615

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$1,822.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2199012801  
Proposal 1707KDL0423DEI  
Location of Work: 10511 Stelor Ln, Fishers, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2199012801, Proposal 1707KDL0423DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 10511 Stelor Ln, Fishers, IN	1,585.00
15% Markup	237.75
<b>Total Due</b>	<b>\$1,822.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3084

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050616

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$839.50

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2215751901  
**Comment** Proposal 1708KDL0174DEI  
Location of Work: 8700 Gillingham Ln, Fishers, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2215751901, Proposal 1708KDL0174DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 8700 Gillingham Ln, Fishers, IN	730.00
15% Markup	109.50
<b>Total Due</b>	<b>\$839.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3085

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050617

**Invoice Date:** 11/10/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
12/10/2017

**Amount Due**  
\$787.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2211041901  
**Comment** Proposal 1708KDL0116DEI  
Location of Work: 9905 E 106th St, Fishers, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2211041901, Proposal 1708KDL0116DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 9905 E 106th St, Fishers, IN	685.00
15% Markup	102.75
<b>Total Due</b>	<b>\$787.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3086

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050618

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$994.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2210738601  
**Comment** Proposal 1708KDL0090DEI  
Location of Work: 6669 E 106th St, Fishers, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2210738601, Proposal 1708KDL0090DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 6669 E 106th St, Fishers, IN	865.00
15% Markup	129.75
<b>Total Due</b>	<b>\$994.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3087

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050619

**Invoice Date:** 11/10/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
12/10/2017

**Amount Due**  
\$1,253.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2210126001  
**Comment** Proposal 1708KDL0062DEI  
Location of Work: 11767 E 106th St, Fishers, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2210126001, Proposal 1708KDL0062DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 11767 E 106th St, Fishers, IN	1,090.00
15% Markup	163.50
<b>Total Due</b>	<b>\$1,253.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3088

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050620

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$425.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2200002201  
Proposal 1707KDL0469DEI  
Location of Work: 10774 Geist Rd, Fishers, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2200002201, Proposal 1707KDL0469DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 10774 Geist Rd, Fishers, IN	370.00
15% Markup	55.50
<b>Total Due</b>	<b>\$425.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3089

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050624

**Invoice Date:** 11/10/2017

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
12/10/2017

**Amount Due**  
\$2,185.00

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2110734101  
Proposal 1704KDL0186DEI  
Location of Work: Carmel, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2110734101, Proposal 1704KDL0186DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3090

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050625

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$1,719.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2129821601  
**Comment** Proposal 1705KDL0187DEI  
Location of Work: Fishers, IN

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2129821601, Proposal 1705KDL0187DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Fishers, IN	1,495.00
15% Markup	224.25
<b>Total Due</b>	<b>\$1,719.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3091

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050626

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$2,185.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2129227201  
**Comment** Proposal 1704KDL0600DEI  
Location of Work: Carmel, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2129227201, Proposal 1704KDL0600DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3092

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050627

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$2,081.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2123667301  
Proposal 1704KDL0593DEI  
Location of Work: Carmel, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2123667301, Proposal 1704KDL0593DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Carmel, IN	1,810.00
15% Markup	271.50
<b>Total Due</b>	<b>\$2,081.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3093

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6050628

**Invoice Date:** 11/10/2017

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	12/10/2017	\$1,822.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2123696901  
**Comment** Proposal 1704KDL0597DEI  
Location of Work: Fishers, IN

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2123696901, Proposal 1704KDL0597DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: Fishers, IN	1,585.00
15% Markup	237.75
<b>Total Due</b>	<b>\$1,822.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3094

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6051412

**Invoice Date:** 01/22/2018

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
02/21/2018

**Amount Due**  
\$2,369.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. P2125075501  
Proposal 1705KDL0001DEI  
Location of Work: Fishers, IN

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2133902301, Proposal 1705KDL0262DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Fishers, IN	2,060.00
15% Markup	309.00
<b>Total Due</b>	<b>\$2,369.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3095

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6051506

**Invoice Date:** 01/24/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	02/23/2018	\$264.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2199330301  
Proposal 1707KDL0444DEI  
Location of Work: 11958 River Rd, Carmel, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2199330301, Proposal 1707KDL0444DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 11958 River Rd, Carmel, IN	230.00
15% Markup	34.50
<b>Total Due</b>	<b>\$264.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3096

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052058

**Invoice Date:** 02/27/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	03/29/2018	\$477.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2226839701  
Proposal 1709KDL0088DEI  
Location of Work: 2020 County Hwy 300 W,  
Greenwood, IN

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs  
are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2226839701, Proposal 1709KDL0088DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 2020 County Hwy 300 W, Greenwood, IN	415.00
15% Markup	62.25
<b>Total Due</b>	<b>\$477.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3097

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052060

**Invoice Date:** 02/27/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	03/29/2018	\$1,345.50

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2226703401  
Proposal 1709KDL0076DEI  
Location of Work: 812 Bloor Ln, Zionsville, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2226703401, Proposal 1709KDL0076DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 812 Bloor Ln, Zionsville, IN	1,170.00
15% Markup	175.50
<b>Total Due</b>	<b>\$1,345.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3098**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052071

**Invoice Date:** 02/27/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	03/29/2018	\$2,369.00

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2118094101  
Proposal 1704KDL0504DEI  
Location of Work: Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2118094101, Proposal 1704KDL0504DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Fishers, IN	2,060.00
15% Markup	309.00
<b>Total Due</b>	<b>\$2,369.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3099

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052074

**Invoice Date:** 02/27/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	03/29/2018	\$2,213.75

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2129886101  
Proposal 1705KDL0193DEI  
Location of Work: Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2129886101, Proposal 1705KDL0193DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Fishers, IN	1,925.00
15% Markup	288.75
<b>Total Due</b>	<b>\$2,213.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3100

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052075

**Invoice Date:** 02/27/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	03/29/2018	\$2,369.00

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2123743401  
Proposal 1704KDL0612DEI  
Location of Work: Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2123743401, Proposal 1704KDL0612DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Fishers, IN	2,060.00
15% Markup	309.00
<b>Total Due</b>	<b>\$2,369.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3101

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052077

**Invoice Date:** 02/27/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	03/29/2018	\$667.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2730404101  
Proposal 1609KDL0442DEI  
Location of Work: various locations in IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2730404101, Proposal 1609KDL0442DEI, Post Attachment and Inspection Fee, Location of Work: IN	580.00
15% Markup	87.00
<b>Total Due</b>	<b>\$667.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3102

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052220

**Invoice Date:** 03/09/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	04/08/2018	\$345.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2164719402  
**Comment** Proposal 1706KDL0547DEI  
Location of Work: Seymour, IN

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2164719402, Proposal 1706KDL0547DEI, Post Attachment and Inspection Fee, Location of Work: Seymour, IN	300.00
15% Markup	45.00
<b>Total Due</b>	<b>\$345.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3103**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052536

**Invoice Date:** 03/26/2018

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
04/25/2018

**Amount Due**  
\$2,277.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2164610201  
Proposal 1706KDL0427DEI  
Location of Work: Carmel, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2164610201, Proposal 1706KDL0427DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Carmel, IN	1,980.00
15% Markup	297.00
<b>Total Due</b>	<b>\$2,277.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3104**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052537

**Invoice Date:** 03/26/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	04/25/2018	\$879.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2160707401  
Proposal 1706KDL0268DEI  
Location of Work: Westfield, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2160807401, Proposal 1706KDL0268DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Westfield, IN	765.00
15% Markup	114.75
<b>Total Due</b>	<b>\$879.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3105**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052538

**Invoice Date:** 03/26/2018

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
04/25/2018

**Amount Due**  
\$2,185.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice** Duke Energy Inv. #P2146256701  
**Comment** Proposal 1705KDL0576DEI  
Location of Work: Carmel, IN

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs  
are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2146256701, Proposal 1705KDL0576DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: Carmel, IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3106

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052540

**Invoice Date:** 03/26/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	04/25/2018	\$989.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2199307001  
Proposal 1707KDL0430DEI  
Location of Work: 8745 E 146th St, Noblesville, IN

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2199307001, Proposal 1707KDL0430DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 8745 E 146th St, Noblesville, IN	860.00
15% Markup	129.00
<b>Total Due</b>	<b>\$989.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3107

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052541

**Invoice Date:** 03/26/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	04/25/2018	\$1,098.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2199296301  
Proposal 1707KDL0429DEI  
Location of Work: 8739 E 141th St, Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2199296301, Proposal 1707KDL0429DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 8739 E 141st St, Fishers, IN	955.00
15% Markup	143.25
<b>Total Due</b>	<b>\$1,098.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3108

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052542

**Invoice Date:** 03/26/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	04/25/2018	\$684.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2198985301  
Proposal 1707KDL0421DEI  
Location of Work: 10139 E 106th St, Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2198985301, Proposal 1707KDL0421DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 10139 E 106th St, Fishers, IN	595.00
15% Markup	89.25
<b>Total Due</b>	<b>\$684.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3109

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052543

**Invoice Date:** 03/26/2018

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
04/25/2018

**Amount Due**  
\$736.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2198849501  
Proposal 1707KDL0420DEI  
Location of Work: 10588 Prairie Fox Dr, Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2198849501, Proposal 1707KDL0420DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 10588 Prairie Fox Dr, Fishers, IN	640.00
15% Markup	96.00
<b>Total Due</b>	<b>\$736.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3110

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052544

**Invoice Date:** 03/26/2018

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
04/25/2018

**Amount Due**  
\$1,874.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2643503801  
Proposal 1711KDL0106DEI  
Location of Work: 8292 E 146th St, Carmel, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2643503801, Proposal 1711KDL0106DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 8292 E 146th St, Carmel, IN	1,630.00
15% Markup	244.50
<b>Total Due</b>	<b>\$1,874.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3111

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052545

**Invoice Date:** 03/26/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	04/25/2018	\$1,978.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2660716701  
Proposal 1712KDL0090DEI  
Location of Work: 11570 Fall Creek Rd, Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2660716701, Proposal 1712KDL0090DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 11570 Fall Creek Rd, Fishers, IN	1,720.00
15% Markup	258.00
<b>Total Due</b>	<b>\$1,978.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3112

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052546

**Invoice Date:** 03/26/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	04/25/2018	\$4,347.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2758984501  
Proposal 1512KDL0101DEI, 1601KDL0033DEI,  
1601KDL0267DEI, 1604KDL0818DEI, 1605KDL0307DEI,  
1606KDL0513DEI, 1608KDL0019DEI, 1701KDL0276DEI,  
1702KDL0094DEI

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

Location of Work: Various locations around Indiana

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2758984501, Proposal 1512KDL0101DEI, 1601KDL0033DEI, 1601KDL0267DEI, 1604KDL0818DEI, 1605KDL0307DEI, 1606KDL0513DEI, 1608KDL0019DEI, 1701KDL0276DEI, 1702KDL0094DEI, Post Attachment and Inspection Fee, Location of Work: IN	3,780.00
15% Markup	567.00
<b>Total Due</b>	<b>\$4,347.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3113**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052863

**Invoice Date:** 04/18/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	05/18/2018	\$1,920.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2641617501  
Proposal 1711KDL0049DEI  
Location of Work: 15197 Howe Rd, Noblesville, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2641617501, Proposal 1711KDL0049DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 15197 Howe Rd, Noblesville, IN	1,670.00
15% Markup	250.50
<b>Total Due</b>	<b>\$1,920.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3114

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6052870

**Invoice Date:** 4/18/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>
Cinergy Metrone		950000000.11845.5000

<b>Due By</b>	<b>Amount Due</b>
5/18/2018	\$937.25

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS,INC

ap@qservicesco.com

8837 Bond Street  
Overland Park,KS 66214

**Invoice Comment** Duke Energy Inv. #P2110422801  
Proposal 1704KDL0168DEO  
Location of Work: 9 Lexington Blvd, Carmel, IN

For questions regarding this invoice, please contact  
Luke Niles at 501-748-5893  
Email Luke.T.Niles@windstream.com

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2110422801, Proposal	815.00
1704KDL0168DEO, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 9 Lexington Blvd, Carmel, IN 15% Markup	122.25
<b>Total Due</b>	<b>\$937.25</b>

**Please Return One Copy With Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6052872

**Invoice Date:** 04/18/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	05/18/2018	\$316.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2130180801  
Proposal 1705KDL0197DEI  
Location of Work: 8890 E. 116th St, Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2130180801, Proposal 1705KDL0197DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 8890 E 116th St, Fishers, IN	275.00
15% Markup	41.25
<b>Total Due</b>	<b>\$316.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3116

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053074

**Invoice Date:** 04/30/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	05/30/2018	\$1,506.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2703667201  
Proposal 1712KDL0176DEI  
Location of Work: 10710 Allisonville Rd, Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2703667201, Proposal 1712KDL0176DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 10710 Allisonville Rd, Fishers, IN	1,310.00
15% Markup	196.50
<b>Total Due</b>	<b>\$1,506.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3117

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053147

**Invoice Date:** 05/01/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	05/31/2018	\$166.75

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2641812501  
Proposal 1711KDL0073DEI  
Location of Work: 3605 E 106th St, Carmel, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2641812501, Proposal 1711KDL0073DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 3605 E 106th St, Carmel, IN	145.00
15% Markup	21.75
<b>Total Due</b>	<b>\$166.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3118**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053155

**Invoice Date:** 05/01/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	05/31/2018	\$270.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2784435601  
Proposal N/A  
Location of Work: 201 S 9th St, Zionsville, IN

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2784435601, Proposal N/A, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 201 S 9th St, Zionsville, In	235.00
15% Markup	35.25
<b>Total Due</b>	<b>\$270.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3119**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053671

**Invoice Date:** 06/08/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/08/2018	\$2,185.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com

**Invoice Comment** Duke Energy Inv. #P2842959401  
Proposal 1801KDL0120DEI  
Location of Work: multiple locations in Indiana

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2842959401, Proposal 1801KDL0120DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3120**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053672

**Invoice Date:** 06/08/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/08/2018	\$2,185.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Invoice #P2703090801  
Proposal 1712KDL0431DEI  
Location of Work: 2734 S Lafountain St, Kokomo, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2703090801, Proposal 1712KDL0431DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 2734 S Lafountain St, Kokomo, IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3121

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053673

**Invoice Date:** 06/08/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/08/2018	\$2,185.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Invoice #P2703663401  
Proposal 1801KDL0022DEI  
Location of Work: 597 E Wheeler St, Kokomo, IN

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs  
are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2703663401, Proposal 1801KDL0022DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 597 E Wheeler St, Kokomo, IN	1,900.00
15% Markup	285.00
<b>Total Due</b>	<b>\$2,185.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3122

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053675

**Invoice Date:** 06/08/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/08/2018	\$580.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Invoice #P2667223201  
Proposal 1712KDL0174DEI  
Location of Work: 9700 E 146th St, Noblesville, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2667223201, Proposal 1712KDL0174DEI, Pre-Attachment Eng & Coordination Fees, Location of Work: 9700 E 146th St, Noblesville, IN	505.00
15% Markup	75.75
<b>Total Due</b>	<b>\$580.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3123

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053814

**Invoice Date:** 06/19/2018

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
07/19/2018

**Amount Due**  
\$2,271.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2641814201  
Proposal 1711KDL0075DEI  
Location of Work: 158 Harrowgate Dr, Carmel, IN

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs  
are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2641814201, Proposal 1711KDL0075DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 158 Harrowgate Dr, Carmel, IN	1,975.00
15% Markup	296.25
<b>Total Due</b>	<b>\$2,271.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3124

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053815

**Invoice Date:** 06/19/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/19/2018	\$1,190.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2641811701  
Proposal 1711KDL0063DEI  
Location of Work: 8739 E 141st St, Fishers, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2641811701, Proposal 1711KDL0063DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 8739 E 141st St, Fishers, IN	1,035.00
15% Markup	155.25
<b>Total Due</b>	<b>\$1,190.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3125

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053816

**Invoice Date:** 06/19/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/19/2018	\$2,162.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2146171602  
Proposal 1705KDL0552DEI  
Location of Work: 9 Lexington Blvd, Carmel, IN

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2146171602, Proposal 1705KDL0552DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 9 Lexington Blvd, Carmel, IN	1,880.00
15% Markup	282.00
<b>Total Due</b>	<b>\$2,162.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3126**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053817

**Invoice Date:** 06/19/2018

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
07/19/2018

**Amount Due**  
\$756.13

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P0802963303  
Proposal 1506KDL0211DEI, 1512KDL0104DEI, and  
1512KDL0117DEI  
Location: South of SR32 to Grassy B, Westfield, IN

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs  
are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P0802963303, Proposal 1506KDL0211DEI, 1512KDL0104DEI, 1512KDL0117DEI, Post Inspection Costs, Location of Work: SR 32 to Grassy B, Westfield, IN	657.50
15% Markup	98.63
<b>Total Due</b>	<b>\$756.13</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3127

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053818

**Invoice Date:** 06/19/2018

**Customer #**  
Cinergy Metronet

**Customer Reference**

**Account Number**  
950000000.11845.5000

**Due By**  
07/19/2018

**Amount Due**  
\$1,138.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2641813901  
Proposal 1711KDL0074DEI  
Location of Work: 19601 Horton Rd, Westfield, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2641813901, Proposal 1711KDL0074DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 19601 Horton Rd, Westfield, IN	990.00
15% Markup	148.50
<b>Total Due</b>	<b>\$1,138.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3128

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053819

**Invoice Date:** 06/19/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/19/2018	\$2,317.25

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

**Invoice Comment** Duke Energy Inv. #P2647907101  
Proposal 1711KDL0179DEI  
Location of Work: 6114 E 146th St, Noblesville, IN

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2647907101, Proposal 1711KDL0179DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 6114 E 146th St, Noblesville, IN	2,015.00
15% Markup	302.25
<b>Total Due</b>	<b>\$2,317.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3129

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053820

**Invoice Date:** 06/19/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/19/2018	\$2,110.25

**Please Make Your Check Payable To:**

**Windstream Communications, LLC**  
**Attn: Misc Billing**  
**P O Box 18317**  
**Little Rock, AR 72222**

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2653135301  
Proposal 1712KDL0002DEI  
Location of Work: W 146th St, Carmel, IN

For questions regarding this invoice, please contact Luke  
Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs  
are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<b>Description</b>	<b>Amount</b>
Duke Energy Inv # P2653135301, Proposal 1712KDL0002DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: W 146th St, Carmel, IN	1,835.00
15% Markup	275.25
<b>Total Due</b>	<b>\$2,110.25</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3130**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**Invoice Number:** 6053821

**Invoice Date:** 06/19/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	07/19/2018	\$1,610.00

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2762698301  
Location of Work: 4520 Willow Rd, Zionsville, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2762698301, Proposal 1803KDL0165DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 4520 Willow Rd, Zionsville, IN	1,400.00
15% Markup	210.00
<b>Total Due</b>	<b>\$1,610.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3131

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

INVOICE

Invoice Number: 6054429

Invoice Date: 07/25/2018

Customer #  
Cinergy Metronet

Customer Reference

Account Number  
950000000.11845.5000

Due By  
08/24/2018

Amount Due  
\$2,116.00

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

Invoice Comment Duke Energy Inv. #P2647879501  
Proposal 1711KDL0096DEI  
Location of Work: 3787 E. Main St, Carmel, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

Description	Amount
Duke Energy Inv # P2647879501, Proposal 1711KDL0096DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 3787 E. Main St, Carmel, IN	1,840.00
15% Markup	276.00
<b>Total Due</b>	<b>\$2,116.00</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3132

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

INVOICE

Invoice Number: 6054430

Invoice Date: 07/25/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	08/24/2018	\$2,380.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

Invoice Comment Duke Energy Inv. #P2832691801  
Proposal 1805KDL0084DEI  
Location of Work: 1319 Cool Creek Dr, Carmel, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2832691801, Proposal 1805KDL0084DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 1319 Cool Creek Dr, Carmel, IN	2,070.00
15% Markup	310.50
<b>Total Due</b>	<b>\$2,380.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3133

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6054431

**Invoice Date:** 07/25/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	08/24/2018	\$2,334.50

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2134970201  
Proposal 1705KDL0226DEI  
Location of Work: 104 S Main St, Brownstown, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2134970201, Proposal 1705KDL0226DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 104 S Main St, Brownstown, IN	2,030.00
15% Markup	304.50
<b>Total Due</b>	<b>\$2,334.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3134**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

**INVOICE**

**Invoice Number:** 6054432

**Invoice Date:** 07/25/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	08/24/2018	\$1,966.50

Please Make Your Check Payable To:  
**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

**Invoice Comment** Duke Energy Inv. #P2821522901  
Proposal 1804KDL0654DEI  
Location of Work: 3666 W 131st St, Carmel, IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2821522901, Proposal 1804KDL0654DEI, Pre-Attachment Eng, Structural Analysis & Coordination Fees, Location of Work: 3666 W 131st St, Carmel, IN	1,710.00
15% Markup	256.50
<b>Total Due</b>	<b>\$1,966.50</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

**WIN3135**

**Windstream KDL, Inc**

P O Box 18317  
Little Rock, AR 72222

INVOICE

Invoice Number: 6054589

Invoice Date: 08/01/2018

<b>Customer #</b>	<b>Customer Reference</b>	<b>Account Number</b>	<b>Due By</b>	<b>Amount Due</b>
Cinergy Metronet		950000000.11845.5000	08/31/2018	\$488.75

Please Make Your Check Payable To:

**Windstream Communications, LLC**  
Attn: Misc Billing  
P O Box 18317  
Little Rock, AR 72222

Cinergy Metronet CMN-RUS, INC  
ap@qservicesco.com  
8837 Bond Street  
Overland Park, KS 66214

Invoice Comment Duke Energy Inv. #P2881066801  
Proposal 1602PAE0242DEI  
Location of Work: Various locations in IN

For questions regarding this invoice, please contact Luke Niles at 501-748-5893  
Email: Luke.T.Niles@windstream.com.

*Work / Permit will not begin/released until this invoice is paid in full.  
Construction will commence upon receipt of payment.*

*This is an estimate only, not a contract. Application fee and engineering costs are due regardless if make ready accepted.  
This estimate will expire 30 days from date of invoice.*

<u>Description</u>	<u>Amount</u>
Duke Energy Inv # P2881066801, Proposal 1602PAE0242DEI, Post Inspection Costs, Location of Work: IN	425.00
15% Markup	63.75
<b>Total Due</b>	<b>\$488.75</b>

**Please Return One Copy with Payment**

Please include Invoice Number on your check or money order. Late payment charges will be assessed on any unpaid balance.

WIN3136

**From:** King, Daniel  
**Sent:** Thursday, June 01, 2017 10:16 AM  
**To:** Anita Larson <[Anita.Larson@metronetinc.com](mailto:Anita.Larson@metronetinc.com)>; Richardson, Michael S <[Michael.S.Richardson@windstream.com](mailto:Michael.S.Richardson@windstream.com)>  
**Subject:** RE: Duke Invoices  
**Importance:** High

Anita:

I wanted to follow up with you on this one again. We understand and appreciate MetroNet's desire to let sleeping dogs lie with Duke, but that approach causes financial issues for Windstream because we are the entity forced to carry an aging amount in our Accounts Payable and Accounts Receivable. If MetroNet doesn't object, and Duke would be willing to withdraw the Windstream invoice and issue it directly to MetroNet, we wouldn't have a concern with MetroNet's approach. However, I am not sure that Duke is going to be willing to invoice MetroNet directly since their Agreement is with Windstream.

Please let me know at your earliest convenience whether MetroNet is willing to allow Windstream to pursue having Duke withdraw the Windstream invoice and issue it directly to MetroNet.

Dan

Daniel J. King  
Senior Counsel – Commercial Contracts Team | Windstream  
3701 Communications Way | Evansville, IN 47715  
[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com) | windstream.com  
o: 812.759.7973 | m: 812.480.4786

---

**From:** Anita Larson [<mailto:Anita.Larson@metronetinc.com>]  
**Sent:** Wednesday, May 10, 2017 10:27 AM  
**To:** King, Daniel <[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com)>; Richardson, Michael S <[Michael.S.Richardson@windstream.com](mailto:Michael.S.Richardson@windstream.com)>  
**Subject:** RE: Duke Invoices

Dan: We have heard nothing, and frankly would like to let sleeping dogs lie. I will ask Kevin if he has anything scheduled with Duke, but I haven't heard of anything.

Anita

Anita Larson  
Senior Counsel  
8837 Bond Street  
Overland Park, KS 66214



---

**From:** King, Daniel [<mailto:Daniel.King@windstream.com>]  
**Sent:** Wednesday, December 6, 2017 2:06 PM  
**To:** John Campbell <[John.Campbell@metronetinc.com](mailto:John.Campbell@metronetinc.com)>; Anita Larson <[Anita.Larson@metronetinc.com](mailto:Anita.Larson@metronetinc.com)>  
**Subject:** RE: Windstream KDL Unpaid Make Ready  
**Importance:** High

John and Anita:

I wanted to follow up with the two of you on the outstanding make ready invoice from Duke Energy. As Kevin requested, we asked Duke to reverse the make-ready invoices and bill them directly to MetroNet. Duke refused to do so, and we still have the outstanding balance on our books. Although we have not received any pressure from Duke concerning the outstanding invoice, we are continuing to get internal pressure to get this invoice off of our books.

Kevin agreed that if Duke would not agree to reverse the changes and bill MetroNet directly that the next step was for MetroNet to reach out to Duke to set up a three way call among the parties to discuss the matter. Do you think that is something MetroNet could get set up to take place next week?

Dan

Daniel J. King  
Senior Counsel – Commercial Contracts Team | Windstream  
3701 Communications Way | Evansville, IN 47715  
[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com) | [windstream.com](http://windstream.com)  
o: 812.759.7973 | m: 812.480.4786

---

**From:** King, Daniel  
**Sent:** Tuesday, September 05, 2017 9:24 AM  
**To:** John Campbell <[John.Campbell@metronetinc.com](mailto:John.Campbell@metronetinc.com)>; Anita Larson <[Anita.Larson@metronetinc.com](mailto:Anita.Larson@metronetinc.com)>  
**Subject:** FW: Windstream KDL Unpaid Make Ready  
**Importance:** High

John:

As Kevin requested, we asked Duke to reverse the make-ready invoices and bill them directly to MetroNet. Please see the response we received from Duke below.

I believe that Kevin agreed that if Duke would not agree to reverse the changes and bill MetroNet directly that the next step was for MetroNet to reach out to Duke to set up a three way call among the parties to discuss the matter. We would appreciate it if MetroNet could get this call set up with Duke as quickly as possible.

Thanks.

Dan

Daniel J. King  
Senior Counsel – Commercial Contracts Team | Windstream  
3701 Communications Way | Evansville, IN 47715  
[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com) | [windstream.com](http://windstream.com)  
o: 812.759.7973 | m: 812.480.4786



---

**From:** Gibson, Jeremy B [<mailto:Jeremy.Gibson@duke-energy.com>]  
**Sent:** Tuesday, September 05, 2017 9:05 AM  
**To:** Lloyd, James <[James.Lloyd@windstream.com](mailto:James.Lloyd@windstream.com)>; Freeburn, Scott <[Scott.Freeburn@duke-energy.com](mailto:Scott.Freeburn@duke-energy.com)>; Asche, Dustin K <[Dustin.Asche@duke-energy.com](mailto:Dustin.Asche@duke-energy.com)>  
**Cc:** Latham, Joyce <[Joyce.Latham@windstream.com](mailto:Joyce.Latham@windstream.com)>; King, Daniel <[Daniel.King@windstream.com](mailto:Daniel.King@windstream.com)>; Rucker, Jamie <[Jamie.Rucker@windstream.com](mailto:Jamie.Rucker@windstream.com)>  
**Subject:** RE: Windstream KDL Unpaid Make Ready

James,

Thank you for your response back. Duke Energy will not reverse the invoices to Windstream KDL as per section 9 of the agreement 'KDL shall reimburse the applicable Operating Company for the cost of all such work'. Windstream KDL submitted the routes and is therefore responsible for all make ready and engineering cost associated with the projects. Any invoices to Windstream KDL should be paid upon receipt and not held up due to a side agreement between Windstream KDL and Metronet.

Thank you,  
Jeremy  
Jeremy Gibson  
Sr. Joint Use Facilities Specialist  
859-816-7386 Cell  
[Jeremy.gibson@duke-energy.com](mailto:Jeremy.gibson@duke-energy.com)

---

**From:** Lloyd, James [<mailto:James.Lloyd@windstream.com>]  
**Sent:** Tuesday, September 05, 2017 9:38 AM  
**To:** Gibson, Jeremy B  
**Cc:** Latham, Joyce; King, Daniel; Rucker, Jamie  
**Subject:** RE: Windstream KDL Unpaid Make Ready

\*\*\* Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. \*\*\*

Jeremy,

In regards to your email below, and as we have shared before, we dispute the amounts being billed to us by Duke Energy. Since we are disputing these amounts, and since these invoices are for work that MetroNet will ultimately be responsible for paying, we would like for Duke Energy to consider reversing the invoices to Windstream and billing the amounts directly to MetroNet.

If this is not possible, please let us know as soon as possible.

Sincerely,

**James Lloyd**  
Manager – Engineering Support

**Windstream Communications, LLC**  
11101 Anderson Drive  
Little Rock, Arkansas 72212  
(501) 748-7538  
Email: [James.Lloyd@windstream.com](mailto:James.Lloyd@windstream.com)



---

**From:** Gibson, Jeremy B [<mailto:Jeremy.Gibson@duke-energy.com>]  
**Sent:** Monday, August 21, 2017 10:01 AM  
**To:** Sanchez, Sherry H <[Sherry.Sanchez@windstream.com](mailto:Sherry.Sanchez@windstream.com)>; McClure, Joseph W <[Joseph.W.McClure@windstream.com](mailto:Joseph.W.McClure@windstream.com)>; Windstream Jointuse <[Windstream.Jointuse@windstream.com](mailto:Windstream.Jointuse@windstream.com)>  
**Cc:** Freeburn, Scott <[Scott.Freeburn@duke-energy.com](mailto:Scott.Freeburn@duke-energy.com)>; Asche, Dustin K <[Dustin.Asche@duke-energy.com](mailto:Dustin.Asche@duke-energy.com)>  
**Subject:** Windstream KDL Unpaid Make Ready  
**Importance:** High

Sherry and Joe,

I wanted to follow up with you to see where Windstream KDL was on paying the unpaid make ready true up invoices from the Lafayette and Hanover routes. These invoices are still outstanding at this time. Last communication was back in March and we have not heard anything back in regards to these.

Please let me know when Duke can expect payment on these.

Thank you,  
Jeremy  
Jeremy Gibson  
Sr. Joint Use Facilities Specialist  
859-816-7386 Cell  
[Jeremy.gibson@duke-energy.com](mailto:Jeremy.gibson@duke-energy.com)

This email message and any attachments are for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments.