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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.

DEFENDANT

**WINDSTREAM KENTUCKY EAST, INC.'S ANSWERS AND RESPONSES
TO FIRST SET OF REQUESTS FOR INFORMATION FROM CMN-RUS, INC.**

Comes the Defendant, Windstream Kentucky East, Inc. ("Windstream"), by counsel, and for its Answers and Responses to the Plaintiff's First Set of Discovery Requests from CMN-RUS, Inc. ("CMN"), states as follows:

GENERAL OBJECTIONS

Defendant's Answers are made subject to, and without waiver of:

1. Any questions as to the admissibility into evidence of the Answers or the subject matter of the Answers;
2. The right to object to other discovery directed to the subject matter of the requests;
3. The right to make additional objections or seek protective orders in the future concerning any requests; and
4. The right to, at any time, revise, correct, add to or clarify any of the Answers contained herein. In particular, Windstream is still investigating this matter and reserves the right to add additional information as it becomes available.
5. The right to assert that these Requests were made without appropriate legal basis or authorization.

The Defendant also generally objects as follows:

1. The Defendant objects to the requests to the extent they relate to issues other than those directly related to the subject matter of this action. As such, they are overly broad, unduly burdensome, and seek information which is not relevant to the subject matter of this action and not reasonably calculated to lead to discovery of admissible evidence.

2. The Defendant objects to the requests insofar as they call for information which is neither admissible under the applicable rules of evidence nor reasonably calculated to lead to the discovery of admissible evidence.

3. The Defendant objects to all requests which seek information that is a matter of public record.

4. The Defendant objects to requests to the extent they seek information concerning events and communications protected by the attorney-client privilege and/or the work-product doctrine. Nothing contained in these Answers is intended as, or shall in any way be deemed, a waiver of any privilege or doctrine.

The responses herein are subject to, and limited by, the foregoing general objections. Additional objections are also made to specific requests.

REQUESTS FOR INFORMATION

1. Please refer to your Answer ¶5, in which you state that Windstream limits the number of attachment applications it will process "in order to effectively manage use of its resources." It is your contention that:

- a. the 300 Pole Rule is required to effectively manage the use of Windstream's resources? If so, please produce any data supporting your contention.

- b. in circumstances in which a third party agrees to (i) assume all cost of retaining additional resources to process applications in excess of 300 poles per 30 days and (ii) pay all cost of contractors approved by Windstream to perform make ready, that processing more than 300 poles within a 30-day period interferes with the effective management of Windstream's resources? If so, please produce any data supporting your contention.

Answer:

- a. Windstream does contend the 300 Pole Rule is necessary for proper management of its resources. Windstream engineers must review and inspect the make ready surveys and construction performed by external contractors to ensure compliance with safety and engineering standards. They must manage contractors as they perform the work necessary to allow other providers to attach facilities to Windstream poles. This also means inspecting the attachments of other providers to ensure all safety and engineering requirements are met. These requirements are set by both the Federal Communications Commission and the National Electric Safety Code. Not following these rules may result in significant fines, or worse, the injury of a civilian. Therefore, it is imperative Windstream rely on its own internal engineers to ensure compliance.

Significant time is involved in an engineer's work in this regard. A Windstream Pole Attachment Application contains pole data and information for twenty-five (25) poles. It takes approximately fifteen (15) hours to survey an application. A Windstream Engineering Manager then spends an hour reviewing the survey to ensure accuracy.

In addition, Windstream cannot put all of its resources into CMN-RUS' requests to the exclusion of other Attachers. The chart below shows the application and pole count for the last four months:

Nationwide:	Applications	Poles
March	160	4,000
April	143	3,575
May	120	3,000
June	99	2,475
Lexington, KY	Applications	Poles
March	20	500
April	13	325
May	14	350
June	15	375

By requesting to attach to 1,500 poles per month, CMN is asking Windstream to increase its monthly pole volume by almost 500%. Attachers (as in all Attachers in the Lexington market) normally apply to attach to about 380 poles per month. There are approximately 50 Attachers in the Lexington market. If each of them demanded to attach to 1,500 poles a month Windstream would have to manage and process and survey 75,000 poles a month. That is substantially more poles than were processed all of last quarter, much less in a single month. Therefore, Windstream reasonably holds each provider to a 300-pole limit per month so Windstream is able to keep up with requests. Allowing one provider to increase the per month number by what CMN requests would place an unreasonable burden on Windstream.

CMN-RUS references the KIH project several times in the Complaint, but the KLH project was not without its problems. That project stretched Windstream's resources thin, a situation Windstream does not wish to repeat.

Additionally, in other jurisdictions, CMN has previously submitted subpar applications, increasing the processing time necessary. A non-exhaustive list of examples is listed below:

Application	Date
Zionsville Feeder Ring 1H	9/8/2017
Carmel CRO54 A	6/17/2017
Brownstone A Pole Application	5/8/2017
Fishers 13b	10/27/2017
Fishers 61	9/23/2017

These applications took longer to process than normal, and such subpar applications are a common occurrence for CMN.

In addition, during the first 6 months of 2018, Windstream has been notified of 20 occasions where CMN contractors have damaged Windstream property. Management of ensuring that these sites are repaired uses Windstream's resources that might otherwise be used in the pole attachment process. A list of these sites is attached hereto as WIN0001.

- b.** Payment is not the only consideration when processing applications and scheduling make ready. As noted above Windstream engineers must review and inspect the make ready surveys and construction performed by external contractors to ensure compliance with safety and engineering standards. This cannot be outsourced as noncompliance may result in significant fines, or worse, the injury of a civilian. In addition, as described in Windstream's Answer, Windstream has personal knowledge of CMN's record of untimely payments.

Witness Responsible for Responding: James Lloyd , Joyce Latham, Ashley Sanders

2. Please refer to your Answer ¶5, in which you contend that the lack of specific time frames for application, survey, and make ready processing does not make the License Agreement unreasonable. Please state the basis (factual and legal) for that contention. Please also state:

- a. whether it is your contention that Windstream may take an indefinitely long amount of time to process and complete pole attachment requests and, if so, the basis for your contention; and
- b. what, if any, are the minimum time frames Windstream contends are reasonable and the basis for your contention.

Answer: Objection. This question seeks attorney-client privilege and work product information.

Without waiving said objection,

- a. It is not Windstream's contention that the company may take an indefinitely long amount of time to process and complete pole attachment requests.
- b. For up to 300 poles per month for the sort of attachment sought by CMN:
 - 45 days for review of application and survey
 - 14 days for tender of an estimate of make-ready charges
 - 14 days for applicants to tender payment for make-ready charges
 - 60 days for performance of make ready

These timelines also assume average application volume and that the applicable time period does not include any emergencies to which Windstream must attend.

Witness Responsible for Responding: James Lloyd

3. Please refer to your Answer ¶5, in which you deny that the provisions in Windstream's License Agreement (including the 300 Pole Rule) are unreasonable and contend that the License Agreement provisions are consistent with Kentucky law and standards of the telecommunications industry.

- a. It is your contention that the 300 Pole Rule is consistent with the standards set forth in 47 CFR 1.1420(g)? If so, please state how or under what conditions the 300 Pole Rule is consistent with the standards set forth in 47 CFR 1.1420(g).
- b. Please (i) identify with which Kentucky law(s) you contend that the 300 Pole Rule is consistent and (ii) state how or under what conditions the 300 Pole Rule is consistent with respect to the/those specific Kentucky law/s.
- c. It is your contention that the 300 Pole Rule is consistent with a standard in the telecommunications industry pertaining to the processing of poles other than the standards set forth in 47 CFR 1.1420(g)? If so, please (i) identify each such other standard with which the 300 Pole Rule is consistent and (ii) state how or under what conditions the 300 Pole Rule is consistent with the respective standard.

Answer: Objection. This question requests information protected by the attorney-client privilege and the work product doctrine. Without waiving said objection, please refer to Windstream's Answer to question 1. In addition, Windstream reiterates that it cannot outsource the review and quality control part of the Make Ready process. Therefore, an increase in the number of applications places a greater burden on Windstream internally that CMN cannot solve.

- a. First, 47 CFR 1.1420 concerns the timelines for make ready, not the number of poles being attached to. Moreover, as CMN has already admitted in its Complaint, in Kentucky, this regulation is inapplicable. As such, this question is irrelevant and there is no need for any analysis of how Windstream's practices in Kentucky compare to the regulation.
- b. The 300 Pole Rule is not in violation of any Kentucky law. CMN has not pointed out any law with which the 200 Pole Rule is incompatible.

- c. As noted above, 47 CFR 1.1420 concerns the timelines for make ready, not the number of poles being attached to and this regulation is inapplicable in Kentucky. There are no published standards for number of poles to be attached to per month with which Windstream is legally bound to comply. Windstream asserts that it can process applications for 300 poles a month from CMN and has been doing so for several months.

Witness Responsible for Responding: James Lloyd

4. With respect to your denial in Answer ¶7 that eight (8) to twelve (12) months is a reasonable period to attach to 12,500 poles (*i.e.* a rate of 1042 to 1562 poles per month), please:

- a. explain how and under what conditions your denial is consistent with the standards set forth in 47 CFR 1.1420(g);
- b. state all facts on which you base your denial that 8-12 months is a reasonable period to attached to 12,500 poles, and produce any data, statistics, or analyses supporting your denial.

Answer:

- a. As noted above, 47 CFR 1.1420(g) concerns the timelines for make ready, not the number of poles being attached to and this regulation is inapplicable in Kentucky. Windstream does not have to square its practices with 47 CFR 1.1420(g). Moreover, CMN asked to attach to 1,500 poles per month; no smaller amount was ever discussed as CMN refused further negotiations when Windstream told CMN this number was not feasible.
- b. As stated in the Answer to question 1, Windstream does not have the resources to meet CMN's demands and not all activities can be outsourced. If CMN was allowed to increase the number of poles per rolling 30-day period from 300 to 1,500 it would have a drastic impact on Windstream's internal resources. The volume average would change from 15.5 apps / 387.5

poles per month to 75.5 apps / 1887.5 poles per month. That is a 487% increase in volume.

Witness Responsible for Responding: James Lloyd

5. Please refer to your denial in Answer ¶10 that Windstream was unwilling to negotiate any provisions of its License Agreement with CMN. If Windstream is/has been willing to negotiate provisions of the License Agreement with CMN, please identify:

- a. the circumstances under which Windstream is/has been willing to negotiate the provisions of the License Agreement with CMN; and,
- b. any provisions Windstream is not/has not been willing to negotiate with CMN.

Answer: Objection. This matter was negotiated in telephone call including both representatives from Windstream and CMN. As such, the information requested herein is equally available to CMN. Without waiving said objection, two conference calls were held in December 2017 concerning this matter. Windstream offered to enter into its Standard Pole Attachment Agreement with CMN, and Windstream provided CMN a copy of the agreement. CMN declined and demanded to be allowed to attach to 1,500 poles per month. When Windstream told CMN this was not feasible, CMN then sought to attach under the tariff, thereby foreclosing additional negotiation.

Witness Responsible for Responding: James Lloyd

6. Please refer to your Answer ¶¶10 and 23. Is it your contention that the outstanding invoice to your affiliate, KDL, has a negative impact on Windstream? If so, please state in detail what you contend is the negative impact on Windstream and the basis for your contention.

Answer: KDL and Windstream Kentucky East are subsidiaries of the same parent company, Windstream Communications, LLC. The financials for one subsidiary have impacts on the entire

company, thus when KDL is invoiced for \$1.3 million in make ready charges it effects the entire company.

Witness Responsible for Responding: James Lloyd

7. Please refer to you Answer ¶22 denial that you have not attempted to negotiate terms agreeable to both Windstream and CMN concerning the matters stated in the Complaint. Please describe all such attempts and list all such terms.

Answer: Objection. This matter was negotiated in telephone call including both representatives from Windstream and CMN. As such, the information requested herein is equally available to CMN. Without waiving said objection, two conference calls where held to discuss this matter, one on December 12, 2017 and one on December 19, 2017. At that time, Windstream offered CMN its standard terms. CMN refused to negotiate and notified Windstream that it would use the tariff.

Witness Responsible for Responding: James Lloyd

8. If the text of any of your responses to Requests #1-7 from your Answers and Responses served August 2, 2018, has not been included *verbatim* in your response to the respective Request filed and served in accordance with the 8/7/18 Order, show the changes made to that text in redline form.

ANSWER:

Windstream's responses to Requests #1-7 from Windstream's Answers and Responses served August 2, 2018, have not changed in substance. Windstream has added the additional information required by the PSC's August 7, 2018 Order, which requires Windstream to identify the witness responsible for responding to each request. This information has been added in red print.

Witness Responsible for Responding: James Lloyd

9. Including but not limited to Windstream Kentucky West, LLC, identify each Windstream Affiliate (by full legal name) that owns poles, whether or not that affiliate is a local exchange carrier or other public utility, and the state(s) or other jurisdiction(s) in which that affiliate owns poles.

ANSWER:

Objection. This question seeks information irrelevant to the issues at stake in this matter.

Without waiving said objection, Windstream responds as follows:

On or around April 24, 2015, Windstream Services, LLC spun off its then-wholly owned subsidiary Communications Sales & Leasing, Inc. (“CS&L”). CS&L formed a Real-Estate Trust (“REIT”) and retained ownership of most of Windstream Services, LLC’s poles, fiber, and other facilities. Windstream Services, LLC leases these facilities back from the REIT, pays taxes on them, and operates and maintains them. To fully and fairly respond to this Request, Windstream believes the phrase “Windstream owned” should also include Windstream-controlled poles.

All Windstream affiliates that own or control poles are listed in WIN0002 along with the States those affiliates are in and whether the affiliate is a local exchange carrier or a public utility.

Witness Responsible for Responding: Joyce Latham

10. Provide the following data and other information relating to Windstream-owned or controlled poles and (separately) to Windstream Affiliate owned or controlled poles in Fayette County:
 - a. the current number of poles, the number of poles in each category by number of users/Attachers, and the “as of” date for the data;

- b. the most current map indicating the location of the poles;
- c. the number of poles and the balance sheet values for poles (i) at the beginning, (ii) added, (iii) retired, (iv) transferred, and (v) at the end, for each of the full calendar years 2013, 2014, 2015, 2016, and 2017 and for the current calendar year (2018) to date;
- d. with respect to poles added after 2012 (*see subpart c(ii) above*), identify for each calendar year and the current calendar year to date (i) the number or proportion of such poles that expanded Windstream's pole network in Fayette County, (ii) the location of such expansion(s); and (ii) for acquired poles, from whom the poles were acquired and the circumstances of the acquisition (*e.g.*, asset purchase or swap, acquisition of the pole owner).

ANSWER:

Objection. This question seeks information irrelevant to the issues at stake in this matter.

Without waiving said objection, Windstream responds as follows:

The Windstream Network is not based on county boundaries, but rather is geographically divided in to network exchanges. The area of these exchanges is dictated by the coverage areas of the Center Offices ("CO") within each exchange. For the purposes of this response, Fayette County encompasses the Lexington East Exchange, the Lexington Elkhorn Exchange, the Lexington Lakeside Exchange, the Lexington Main Exchange, the Lexington North Exchange, the Lexington South Exchange, and the Lexington Southeast Exchange. While there is some overlap these exchanges generally cover the geographical area of Fayette County.

- a. The current number of poles, as of August 21, 2018, in Fayette County is approximately 180,565.

- b. Windstream does not maintain a map showing the locations of each of these poles.
- c. The number of poles and the balance sheet values for poles (i) at the beginning, (ii) added, (iii) retired, (iv) transferred¹, and (v) at the end, for each of the full calendar years 2013, 2014, 2015, 2016, and 2017 and for the current calendar year (2018) to date can be seen below:

Date	Count	Original Balance
July 2018	180,565	\$71,233,479
Dec 2017	180,336	\$70,380,331
Dec 2016	179,995	\$66,721,624
Dec 2015	173,573	\$63,661,360
Dec 2014	180,958	\$59,829,126
Dec 2013	182,332	\$57,755,280

Yearly Activity			
Year	Additions	Disposals	Total
2018	\$853,147.57	\$0.00	\$853,147.57
2017	\$3,659,118.26	\$410.69	\$3,658,707.57
2016	\$3,125,980.57	\$65,716.76	\$3,060,263.81
2015	\$3,875,247.27	\$43,013.79	\$3,832,233.48
2014	\$2,582,589.33	\$508,742.94	\$2,073,846.39

- d. The changes in the number of poles in Fayette County can be seen in the charts above. Discrete transactions can be seen in WIN0003-234. The poles Windstream has purchased in Kentucky were purchased from the manufacturer of those poles. Windstream has not purchased any poles from any other telecommunications providers.

Witness Responsible for Responding: Joyce Latham, James Lloyd

11. Refer to the chart provided in the 8/2/18 Windstream Responses (attached), p.4, response

¹ Windstream does not transfer the pole assets from one Windstream affiliate to another Windstream affiliate.

to Request #1a:

- a. With respect to the “Nationwide” statistics, state their source and scope, *i.e.*, whether the numbers provided are for all utility poles nationwide or are specific to Windstream alone, to a Windstream Affiliate, or to Windstream and all Windstream Affiliates, etc.
- b. Describe the area covered by “Lexington, KY” (also referred to as “Lexington market”), compare it with Fayette County, and, if different from Fayette County, provide the pole count information requested in Request 10(a) above for the “Lexington, KY area” for both (i) Windstream-owned and controlled poles and (ii) Windstream Affiliate owned and controlled poles.
- c. State the entity or entities who own or control the poles and to whom applications are made in the “Lexington, KY” statistics.
- d. Provide the “Lexington, KY” statistics for applications and poles for each month from (and including) January 2016 through the present.

ANSWER:

- a. The term “nationwide” refers to applications and poles submitted to any Windstream affiliate. It does not include any entities other than Windstream entities.
- b. The Lexington, Kentucky market includes the following exchanges: the Lexington East Exchange, the Lexington Elkhorn Exchange, the Lexington Lakeside Exchange, the Lexington Main Exchange, the Lexington North Exchange, the Lexington South Exchange, and the Lexington Southeast Exchange. These cover most of Fayette County.
- c. Windstream Kentucky East, Inc.

- d. The “Lexington, KY” statistics for applications for each month from (and including) January 2016 through the present is provided in WIN0235

Witness Responsible for Responding: James Lloyd

- 12. Provide a copy of each currently-applicable or effective franchise agreement with Lexington-Fayette Urban County Government (“LFUCG”) entered into by Windstream or a Windstream Affiliate.

ANSWER:

Objection. This question seeks information irrelevant to the issues at stake in this matter. In addition, this information is part of the public record, and it is, therefore, equally available to all parties and not the proper subject of a Request for Information. Without waiving said objection, Windstream responds as follows:

A copy of each currently-applicable or effective franchise agreement with Lexington-Fayette Urban County Government (“LFUCG”) entered into by Windstream or a Windstream Affiliate is attached at WIN0236-244.

Witness Responsible for Responding: Joyce Latham

- 13. Provide a copy of your currently effective joint-use agreement or other pole related agreement with Kentucky Utilities Company (KU), Louisville Gas and Electric Company (LG&E), or any affiliate of either such utility.

ANSWER:

A copy of Windstream’s currently effective joint-use agreement or other pole related agreements with Kentucky Utilities Company (KU), Louisville Gas and Electric Company (LG&E), or any affiliate of either such utility are attached at WIN0245-263.

Witness Responsible for Responding: Joyce Latham

14. Provide a copy of each agreement Windstream or any Windstream Affiliate has or has had relating to the KIH and any document terminating or modifying such agreement. With respect to the KIH Amendment, identify the period of time for which it was or has been in effect.

ANSWER:

A copy of the Pole Attachment License Agreement by and between Windstream Kentucky East, LLC and Commonwealth of Kentucky, Kentucky Communications Network Authority and the Finance and Administration Cabinet (the "KIH PAA") and the First Amendment To Pole Attachment License Agreement (the "First Amendment") are attached at WIN0264-302. The KIH PAA was executed in July 2016 and remains in effect today. The First Amendment was executed in July 2016 and was terminated in May 2017.

Witness Responsible for Responding: Joyce Latham

15. For the period from and including January 1, 2013, to the present, list each person, entity, or organization (including any Windstream Affiliate) which has or had an attachment, or applied to have an attachment, to one or more Windstream poles in Fayette County.

ANSWER:

A list of all entities, persons, or organizations whom have applied to or physically attached to Windstream poles in Fayette County is included in WIN0303. Windstream entities do not apply to attach to Windstream poles.

Witness Responsible for Responding: Joyce Latham, Ashley Sanders

16. Is it your contention that Windstream cannot outsource one or more functions of pole attachment, survey or other application process, and make-ready work? If so:

- a. Define what Windstream means by “outsource” in contending that it cannot outsource one or more of these functions.
- b. State which specific function(s) Windstream cannot outsource and, as to each, identify any externally-imposed restriction (*e.g.*, statute or regulation with which you are legally bound to comply, contract with a third party, etc.) that prevents outsourcing.
- c. State what resources Windstream would need to add internally to perform the function(s) identified in part (a) above, to complete surveys of poles and complete make-ready work for requests for attachment to 1500 poles per rolling 30-day period,
 - (i) in accordance with the timeline in 47 CFR 1.1420(g) for “larger orders” (*i.e.* orders up to the lesser of 3000 poles or 5 percent of the utility’s poles in a state during a 30-day period); and
 - (ii) in accordance with the timeline in the KIH Amendment.

ANSWER:

Yes, it is Windstream’s contention that it cannot outsource one or more functions of pole attachment, survey or other application process, and make-ready work.

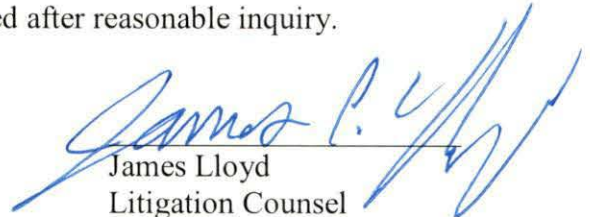
- a. Outsourcing means hiring a company other than a Windstream affiliate or an individual who is not a Windstream employee to perform work on Windstream’s behalf.
- b. In the context Make Ready Engineering, it would be a serious liability for Windstream to hire another company or person to review the quality of the Engineering Surveys and the Make Ready construction. Windstream is legally responsible for the quality of attachments on its poles, and Windstream does not wish to take on the additional liability

- of having non-employees review the surveys and construction and not a third party.
- c. Increasing pole applications by 1,200 poles per month would add a total of 780 additional work hours for Windstream Engineering per month. 60 of those hours would require Engineering Management review of the engineering surveys. The other 720 hours for survey engineering for Windstream Make Ready. Windstream would have to hire one Engineering Manager and five Engineers. The total additional cost to Windstream would be approximately \$60,000 per month (\$54,000 for the Engineers, and \$6,000 for the Engineering Manager).

Witness Responsible for Responding: James Lloyd

VERIFICATION

I, James Lloyd, hereby certify that I am the person who supervised the preparation of these responses on behalf of Windstream Kentucky East, Inc., and these responses are true and accurate to the best of my knowledge, information, and belief formed after reasonable inquiry.


James Lloyd
Litigation Counsel
Windstream


MAZANEC, RASKIN & RYDER CO., LPA


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CERTIFICATE OF SERVICE

This is to certify that a true and accurate copy of the foregoing was served via hand delivery
on August 27, 2018 upon the following:

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WINDS-18K034

Client Claim Number	CMR Number	Damage Address	Damage City	Damage State	Damager Name	Muni Y N	Billed Status	Billed AR	Source	Date of Damage	Locate Ticket	Damage Ticket
21900069180576	1404657	BC 4184 STARRUSH PL / BUNCHBERRY	LEXINGTON	KY	INTERNATIONAL INC	No	UnBilled	\$0.00	FNOL	3/15/2018	KY1803120717 KY1804020733	KY1803150466
CMR180427541382	1415352	BC 4184 STARRUSH DR	LEXINGTON	KY	INTERNATIONAL INC	No	UnBilled	\$0.00	FNOL	4/27/2018		
72198972500061	1407615	BC 3100 AYLESBURY CIR / BRIGHTON	LEXINGTON	KY	RLM UNDERGROUND	No	UnBilled	\$0.00	FNOL	3/28/2018		
21900069180922	1415037	BC 3105 BOULDER CT	LEXINGTON	KY	RLM UNDERGROUND	No	Billed	\$2,594.71	FNOL	4/25/2018		
21900069180650	1408850	BC 3100 AYLESBURY CIR	LEXINGTON	KY	RLM UNDERGROUND	No	UnBilled	\$0.00	FNOL	3/29/2018		
21900069181404	1419882	BC 1244 SHERBORNE PL / BRIGHTON PL	LEXINGTON	KY	RLM UNDERGROUND	No	UnBilled	\$0.00	FNOL	5/14/2018		
CMR180411535282	1411233	BC 1108 CANYON CT/COLORADO RD	LEXINGTON	KY	RLM UNDERGROUND	No	UnBilled	\$0.00	FNOL	4/10/2018		
CMR180608559942	1427386	BC 3305 PUEBLO COURT	LEXINGTON	KY	RLM UNDERGROUND	No	UnBilled	\$0.00	FNOL	6/7/2018		
CMR180425540372	1414723	BC 3104 GLENWOOD DR/TIMBER CRE	LEXINGTON	KY	RLM UNDERGROUND	No	UnBilled	\$0.00	FNOL	4/25/2018		
72198970500017	1403400	BC 205 CROSSFIELD PLACE / CASHE	LEXINGTON	KY	KTT ENTERPRISES INC	No	UnBilled	\$0.00	FNOL	3/8/2018	KY1802261332	
72198972500047	1406187	BC 248 CATERA TRCE / OLD TODDS RD	LEXINGTON	KY	KTT ENTERPRISES INC	No	Billed	\$17,696.05	FNOL	3/22/2018	KY1803081084	
CMR180621045282	1430381	BC 2322 STONEWOOD LN	LEXINGTON	KY	KTT ENTERPRISES INC	No	UnBilled	\$0.00	FNOL	7/13/2018	KY1806211414	
CMR180411535202	1411230	BC 3160 CAVERSHAM PARK LN/SHAKER R	LEXINGTON	KY	ROADLINK INC	No	UnBilled	\$0.00	FNOL	4/9/2018	KY1804040355	
21900069180944	1415354	BC 2256 SUNNINGDALE DR / OWLS HEAD	LEXINGTON	KY	ROADLINK INC	No	Billed	\$7,278.08	FNOL	4/27/2018	KY1804200964	
21900069181572	1427388	BC 2724 RED LEAF DR	LEXINGTON	KY	UNIFIED UTILITY ALLIANCE INC	No	UnBilled	\$0.00	FNOL	6/8/2018		
CMR180607558772	1426800	BC 2705 PLEASANT CREEK LN	LEXINGTON	KY	HILLS ELECTRIC LLC	No	UnBilled	\$0.00	FNOL	6/6/2018		
CMR180309524582	1403419	BC 632 ANDOVER VILLAGE PL/FORE	LEXINGTON	KY	DOUBLE C CONTRACTORS INC	No	UnBilled	\$0.00	FNOL	3/9/2018		
CMR180504544012	1417290	BC 1409 PLEASANT RIDGE DR/COLO	LEXINGTON	KY	RLM UNDERGROUND INC	No	UnBilled	\$0.00	FNOL	5/4/2018		
CMR180720061282	1438137	BC 2724 RED LEAF DR/GUNPOWDER DR	LEXINGTON	KY	UNIFIED UTILITY ALLIANCE INC	No	UnBilled	\$0.00	FNOL	6/6/2018		

Company Name	State of Pole Ownership	Actual Ownership	Type of Certification
Georgia Windstream, LLC	GA	REIT	ILEC
Kentucky East, LLC	KY	REIT	ILEC
Kentucky West, LLC	KY	REIT	ILEC
McLeodUSA Telecommunications Services, LLC	IA	REIT	CLEC/RLEC/IXC (resold)
McLeodUSA Telecommunications Services, LLC	IL	REIT	CLEC/IXC
McLeodUSA Telecommunications Services, LLC	WI	REIT	CLEC
Oklahoma Windstream, LLC	OK	REIT	ILEC
Texas Windstream, LLC	TX	REIT	ILEC
Valor Telecommunications of Texas, LLC dba Windstream Communications Southwest	OK	REIT	ILEC
Valor Telecommunications of Texas, LLC dba Windstream Communications Southwest	NM	REIT	ILEC
Valor Telecommunications of Texas, LLC dba Windstream Communications Southwest	TX	REIT	ILEC
Windstream Accucomm Telecommunications, LLC	GA	REIT	ILEC
Windstream Alabama, LLC	AL	REIT	ILEC
Windstream Arkansas, LLC	AR	REIT	ILEC
Windstream Buffalo Valley, Inc.	PA	WIN	ILEC
Windstream Communications Kerrville, LLC	TX	REIT	ILEC
Windstream Concord Telephone, LLC	NC	REIT	ILEC
Windstream Conestoga, Inc.	PA	WIN	ILEC
Windstream D&E, Inc.	PA	WIN	ILEC
Windstream Florida, Inc.	FL	REIT	ILEC
Windstream Georgia Communications, LLC	GA	REIT	ILEC
Windstream Georgia Telephone, LLC	GA	REIT	ILEC
Windstream Georgia, LLC	GA	REIT	ILEC
Windstream Iowa Communications, LLC	IA	REIT	ILEC
Windstream KDL, LLC	AL	REIT	CLEC/IXC
Windstream KDL, LLC	KY	REIT	CLEC/IXC
Windstream Lakedale, Inc.	MN	WIN	ILEC
Windstream Lakedale, Inc.	IA	WIN	ILEC
Windstream Lexcom Communications, LLC	NC	REIT	ILEC
Windstream Mississippi, LLC	MS	REIT	ILEC
Windstream Missouri, Inc.	MO	REIT	ILEC
Windstream Montezuma, LLC	IA	REIT	ILEC
Windstream Nebraska, Inc.	NE	WIN	ILEC
Windstream New York, Inc.	NY	WIN	ILEC
Windstream North Carolina, LLC	NC	REIT	ILEC
Windstream Ohio, LLC	OH	REIT	ILEC
Windstream Oklahoma, LLC	OK	REIT	ILEC
Windstream Pennsylvania, LLC	PA	WIN	ILEC
Windstream South Carolina, LLC	SC	WIN	ILEC
Windstream Standard, LLC	GA	REIT	ILEC
Windstream Sugar Land, Inc.	TX	REIT	ILEC
Windstream Western Reserve, Inc.	OH	REIT	ILEC

Business Unit	Region	Serial Number	Transaction Type	Document Number	G/L Date	Amount
219000000	WLN	05955280	Disposals	25962456	1/31/2014	11,164.81
219000000	WLN	05955281	Disposals	25962458	1/31/2014	415.66
219000000	WLN	05955284	Disposals	25962465	1/31/2014	-3,080.70
219000000	WLN	05955285	Disposals	25962467	1/31/2014	-101.25
219000000	WLN	05955286	Disposals	25962469	1/31/2014	-178.74
219000000	WLN	05955287	Disposals	25962471	1/31/2014	-95.31
219000000	WLN	05955288	Disposals	25962473	1/31/2014	-615.09
219000000	WLN	05955289	Disposals	25962475	1/31/2014	-776.88
219000000	WLN	05955290	Disposals	25962477	1/31/2014	-797.74
219000000	WLN	05955291	Disposals	25962479	1/31/2014	-571.28
219000000	WLN	05955292	Disposals	25962481	1/31/2014	-739.47
219000000	WLN	05955293	Disposals	25962483	1/31/2014	-1,769.66
219000000	WLN	05955294	Disposals	25962485	1/31/2014	-1,872.36
219000000	WLN	05955295	Disposals	25962488	1/31/2014	-770.95
219000000	WLN	05955296	Disposals	25962490	1/31/2014	-625.01
219000000	WLN	05955297	Disposals	25962492	1/31/2014	-1,739.40
219000000	WLN	05955298	Disposals	25962494	1/31/2014	-1,047.01
219000000	WLN	05955299	Disposals	25962496	1/31/2014	-2,414.32
219000000	WLN	05955300	Disposals	25962498	1/31/2014	-640.19
219000000	WLN	05955314	Disposals	25962526	1/31/2014	-1,047.20
219000000	WLN	05955316	Disposals	25962530	1/31/2014	-2,347.49
219000000	WLN	05955320	Disposals	25962538	1/31/2014	-4,697.76
219000000	WLN	05955321	Disposals	25962540	1/31/2014	-136.64
219000000	WLN	05956054	Disposals	26117685	2/28/2014	463.47
219000000	WLN	05956058	Disposals	26117694	2/28/2014	-713.81
219000000	WLN	05969137	Disposals	26397940	3/31/2014	1,551.86
219000000	WLN	05969146	Disposals	26397959	3/31/2014	-182.75
219000000	WLN	05969147	Disposals	26397961	3/31/2014	-201.82
219000000	WLN	05969148	Disposals	26397963	3/31/2014	-394.12
219000000	WLN	05969149	Disposals	26397965	3/31/2014	-494.07
219000000	WLN	05969150	Disposals	26397967	3/31/2014	-1,117.33
219000000	WLN	05969346	Disposals	26425866	3/31/2014	7,568.89
219000000	WLN	05969349	Disposals	26425872	3/31/2014	-95.71
219000000	WLN	05969350	Disposals	26425874	3/31/2014	-1,769.66
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219000000	WLN	05969352	Disposals	26425879	3/31/2014	-498.79
219000000	WLN	05969353	Disposals	26425884	3/31/2014	-6,094.84
219000000	WLN	05969354	Disposals	26425888	3/31/2014	-766.08
219000000	WLN	05969355	Disposals	26425890	3/31/2014	-1,102.22
219000000	WLN	05969356	Disposals	26425892	3/31/2014	-615.93
219000000	WLN	05969366	Disposals	26425922	3/31/2014	-1,856.27
219000000	WLN	05969368	Disposals	26425928	3/31/2014	-5,803.85
219000000	WLN	05969372	Disposals	26425939	3/31/2014	-6,982.64
219000000	WLN	05969374	Disposals	26425944	3/31/2014	-271.10
219000000	WLN	05969375	Disposals	26425948	3/31/2014	-3,637.88
219000000	WLN	05971165	Disposals	26622707	4/30/2014	1,173.24
219000000	WLN	05971166	Disposals	26622709	4/30/2014	3,817.73
219000000	WLN	05971167	Disposals	26622711	4/30/2014	442.78

219000000	WLN	05971168	Disposals	26622713	4/30/2014	5,241.90
219000000	WLN	05971169	Disposals	26622715	4/30/2014	10,179.17
219000000	WLN	05971170	Disposals	26622717	4/30/2014	1,982.13
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219000000	WLN	05971190	Disposals	26622757	4/30/2014	-88.95
219000000	WLN	05971191	Disposals	26622759	4/30/2014	-178.74
219000000	WLN	05971192	Disposals	26622761	4/30/2014	-738.06
219000000	WLN	05971193	Disposals	26622763	4/30/2014	-284.72
219000000	WLN	05971194	Disposals	26622765	4/30/2014	-50.64
219000000	WLN	05971195	Disposals	26622767	4/30/2014	-482.52
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219000000	WLN	05971197	Disposals	26622771	4/30/2014	-323.92
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219000000	WLN	05971200	Disposals	26622777	4/30/2014	-551.74
219000000	WLN	05971201	Disposals	26622779	4/30/2014	-126.30
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219000000	WLN	05971203	Disposals	26622783	4/30/2014	-394.12
219000000	WLN	05971204	Disposals	26622785	4/30/2014	-797.74
219000000	WLN	05971205	Disposals	26622787	4/30/2014	-394.12
219000000	WLN	05971206	Disposals	26622789	4/30/2014	-320.30
219000000	WLN	05971207	Disposals	26622791	4/30/2014	-1,721.42
219000000	WLN	05971208	Disposals	26622793	4/30/2014	-320.80
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219000000	WLN	05971210	Disposals	26622797	4/30/2014	-1,898.52
219000000	WLN	05971211	Disposals	26622799	4/30/2014	-597.37
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219000000	WLN	05971216	Disposals	26622809	4/30/2014	-2,652.38
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219000000	WLN	05971218	Disposals	26622813	4/30/2014	-1,056.91
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219000000	WLN	05971220	Disposals	26622817	4/30/2014	-1,838.58
219000000	WLN	05971221	Disposals	26622819	4/30/2014	-848.74
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219000000	WLN	05971227	Disposals	26622831	4/30/2014	-770.95
219000000	WLN	05971228	Disposals	26622833	4/30/2014	-988.29
219000000	WLN	05971229	Disposals	26622835	4/30/2014	-625.01
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219000000	WLN	05971231	Disposals	26622839	4/30/2014	-1,927.93
219000000	WLN	05971232	Disposals	26622841	4/30/2014	-1,102.22
219000000	WLN	05971233	Disposals	26622843	4/30/2014	-681.93

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219000000	WLN	05971234	Disposals	26622845	4/30/2014	-681.93
219000000	WLN	05971235	Disposals	26622847	4/30/2014	-1,295.16
219000000	WLN	05971236	Disposals	26622849	4/30/2014	-615.93
219000000	WLN	05971237	Disposals	26622851	4/30/2014	-2,839.07
219000000	WLN	05971238	Disposals	26622853	4/30/2014	-400.62
219000000	WLN	05971281	Disposals	26622939	4/30/2014	540.52
219000000	WLN	05971285	Disposals	26622947	4/30/2014	-696.66
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219000000	WLN	05971296	Disposals	26622969	4/30/2014	-625.36
219000000	WLN	05971299	Disposals	26622975	4/30/2014	-1,081.44
219000000	WLN	05971300	Disposals	26622977	4/30/2014	-1,241.95
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219000000	WLN	05971925	Disposals	26642838	4/30/2014	-87.00
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219000000	WLN	05971931	Disposals	26642850	4/30/2014	-1,143.14
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219000000	WLN	05971933	Disposals	26642854	4/30/2014	-531.11
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219000000	WLN	05971959	Disposals	26642906	4/30/2014	-526.07
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219000000	WLN	05995345	Disposals	27188053	6/30/2014	-1,920.57
219000000	WLN	05995346	Disposals	27188055	6/30/2014	-939.81
219000000	WLN	05995413	Disposals	27188190	6/30/2014	-251.28
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219000000	WLN	05995446	Disposals	27188256	6/30/2014	-1,457.86
219000000	WLN	05995447	Disposals	27188258	6/30/2014	-971.43
219000000	WLN	05995449	Disposals	27188262	6/30/2014	-429.50
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219000000	WLN	05947376	Disposals	27188522	6/30/2014	-201.38
219000000	WLN	06004022	Disposals	27412475	7/31/2014	560.92
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219000000	WLN	06021136	Disposals	27896057	9/30/2014	1.82
219000000	WLN	05947376	Disposals	27896057	9/30/2014	-1.82
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219000000	WLN	01280456	Disposals	28276006	11/30/2014	-4.93
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219000000	WLN	01280464	Disposals	35994001	12/31/2015	-393.17
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220000000	WLN	06097171	Disposals	30686733	12/31/2014	936.87
220000000	WLN	01281253	Disposals	30686733	12/31/2014	-936.87
220000000	WLN	06097172	Disposals	30686735	12/31/2014	242.72
220000000	WLN	01281261	Disposals	30686735	12/31/2014	-242.72
220000000	WLN	06097189	Disposals	30686769	12/31/2014	2,405.49
220000000	WLN	05023517	Disposals	30686769	12/31/2014	-2,405.49
220000000	WLN	06107314	Disposals	31379042	12/31/2014	-615.45
220000000	WLN	01214856	Disposals	31379042	12/31/2014	615.45
220000000	WLN	06107315	Disposals	31379044	12/31/2014	-1,855.59
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220000000	WLN	06107316	Disposals	31379046	12/31/2014	-436.14
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220000000	WLN	06107317	Disposals	31379048	12/31/2014	-1,060.28
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220000000	WLN	01281236	Disposals	31379064	12/31/2014	-227.67
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220000000	WLN	01281240	Disposals	31379066	12/31/2014	-469.83
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220000000	WLN	01281245	Disposals	31379068	12/31/2014	-249.20
220000000	WLN	06107328	Disposals	31379070	12/31/2014	274.11
220000000	WLN	01281246	Disposals	31379070	12/31/2014	-274.11
220000000	WLN	06107329	Disposals	31379072	12/31/2014	428.27
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220000000	WLN	01281254	Disposals	31379074	12/31/2014	-486.47
220000000	WLN	06107331	Disposals	31379076	12/31/2014	486.47
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220000000	WLN	01281256	Disposals	31379078	12/31/2014	-510.96
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220000000	WLN	06107335	Disposals	31379085	12/31/2014	564.66
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220000000	WLN	01281252	Disposals	36055230	12/31/2015	-375.98
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220000000	WLN	01281257	Disposals	36055239	12/31/2015	-2,843.15
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220000000	WLN	06145647	Disposals	36092319	4/30/2016	-182.82
220000000	WLN	06145648	Disposals	36092319	4/30/2016	-128.73
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220000000	WLN	06145658	Disposals	36092319	4/30/2016	-2,843.15
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220000000	WLN	06189973	Additions	42867214	5/24/2017	1,100.88
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220000000	WLN	06189973	Additions	42867215	5/24/2017	606.76
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220000000	WLN	06189973	Additions	42867217	5/24/2017	6,815.51
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220000000	WLN	06189973	Additions	42867217	5/24/2017	5,132.83
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220000000	WLN	06189973	Additions	42868477	5/24/2017	437.61
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220000000	WLN	06189973	Additions	45638919	12/27/2017	903.15
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220000000	WLN	06682883	Additions	46088502	2/15/2018	854.61
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220000000	WLN	06682883	Additions	46761803	5/13/2018	261.47
220000000	WLN	06682883	Additions	46761803	5/13/2018	519.31
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220000000	WLN	06682883	Additions	47293410	7/17/2018	327.77
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Co. 219 Poles

	Count	Original Balance
July 2018	120,390.00	\$54,840,941.50
Dec 2017	120,211.00	\$54,056,139.08
Dec 2016	120,026.00	\$51,218,287.12
Dec 2015	116,258.00	\$49,096,677.10
Dec 2014	123,182.00	\$46,861,376.28
Dec 2013	124,104.00	\$45,360,094.39

Co. 220 Poles

	Count	Original Balance
July 2018	60,175	16,392,537
Dec 2017	60,125	16,324,192
Dec 2016	59,969	15,503,336
Dec 2015	57,315	14,564,683
Dec 2014	57,776	12,967,750
Dec 2013	58,228	12,395,186

Combined Poles

Date	Count	Original Balance
July 2018	180,565	\$71,233,479
Dec 2017	180,336	\$70,380,331
Dec 2016	179,995	\$66,721,624
Dec 2015	173,573	\$63,661,360
Dec 2014	180,958	\$59,829,126
Dec 2013	182,332	\$57,755,280

Yearly Activity			
Year	Additions	Disposals	Total
2018	\$853,147.57	\$0.00	\$853,147.57
2017	\$3,659,118.26	\$410.69	\$3,658,707.57
2016	\$3,125,980.57	\$65,716.76	\$3,060,263.81
2015	\$3,875,247.27	\$43,013.79	\$3,832,233.48
2014	\$2,582,589.33	\$508,742.94	\$2,073,846.39

Windstream Kentucky East

Month/Year	Total # Applications for Pole Requests
Jan-16	100
Feb-16	94
Mar-16	86
Apr-16	127
May-16	144
Jun-16	66
Jul-16	108
Aug-16	122
Sep-16	186
Oct-16	398
Nov-16	411
Dec-16	236
2016 Totals	2078

Month/Year	Total # Applications for Pole Requests
Jan-17	322
Feb-17	215
Mar-17	176
Apr-17	221
May-17	171
Jun-17	283
Jul-17	204
Aug-17	257
Sep-17	165
Oct-17	163
Nov-17	177
Dec-17	93
2017 Totals	2447

Month/Year	Total # Applications for Pole Requests
Jan-18	168
Feb-18	166
Mar-18	155
Apr-18	167
May-18	213
Jun-18	135
Jul-18	194
2018 YTD Totals	1198

FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this 23 day of ~~July~~^{June}, 2016, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (hereinafter "Lexington"), and **WINDSTREAM KDL, LLC**, a limited liability corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, with its principal office at 4001 Rodney Parham Road, Little Rock, Arkansas 72212, Lexington, Kentucky 40505 (hereinafter "Windstream KDL").

WITNESSETH:

WHEREAS, by Ordinance No. 69-2016 (the "Ordinance"), enacted May 12, 2016, Lexington created a non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications (or related non-cable) system in Fayette County, Kentucky; and

WHEREAS, pursuant to the Ordinance Lexington authorized the advertising for bids on said franchise and Windstream KDL submitted a timely bid to acquire said franchise; and

WHEREAS, by Resolution No. 364-2016, enacted June 23, 2016, Lexington accepted the bid of Windstream KDL as substantially responsive to the Ordinance and in the best interest of the citizens of Lexington-Fayette Urban County; and

WHEREAS, Lexington and Windstream KDL have agreed to accept the following as the terms of this Agreement and as those of the franchise.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of all of which are hereby acknowledged, the Government and Windstream KDL agree as follows:

1. Ordinance No. 69-2016, which is attached hereto as Exhibit "A" (the "Ordinance"), is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Windstream KDL for this franchise, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Lexington hereby grants unto Windstream KDL a non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications (or related non-cable) system upon, through, along, under and over the public streets, alleys, avenues, public roads, highways, sidewalks, and other public ways of the Lexington-Fayette Urban County Government in accordance with the terms of the Ordinance.

4. This Agreement shall commence on June 23, 2016, and shall expire on June 22, 2026 unless otherwise extended pursuant to the provisions of the Ordinance or the parties enter into another franchise agreement.

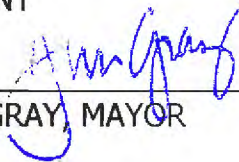
5. In consideration of the granting of this franchise, Windstream KDL agrees to pay to Lexington any fees required pursuant to the Ordinance.

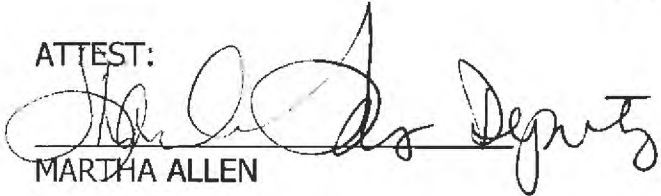
6. Windstream KDL, its successors and assigns, in consideration of the grant, sale and conveyance of the above franchise, does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as contained in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

7. This Agreement contains and embodies the entire agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto. No changes, modifications or other deletions in this Agreement shall be effective unless and until the same are reduced to writing and approved, adopted, and executed in the same fashion as this Agreement.

IN TESTIMONY WHEREOF, the Lexington-Fayette Urban County Government has caused its name to be affixed hereto by the Mayor and Windstream KDL, LLC, has caused its name to be affixed hereto by Jason Hedrick, its properly authorized officer.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: 
JIM GRAY, MAYOR

ATTEST:

MARTHA ALLEN

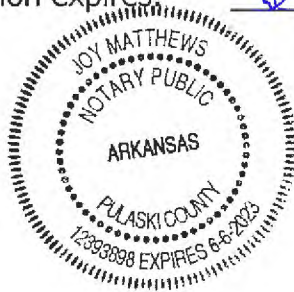
WINDSTREAM KENTUCKY KDL, LLC

BY: [Signature]

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

The foregoing Agreement was subscribed, sworn to and acknowledged before me
by _____, on behalf of Windstream KDL, LLC, on this the 8th day of ~~June~~ July,
2016.

My commission expires: 10-6-2023



[Signature]
NOTARY PUBLIC
ARKANSAS, STATE-AT-LARGE

FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of June, 2016, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (hereinafter "Lexington"), and **WINDSTREAM KENTUCKY EAST, LLC**, a foreign limited liability company created and existing under and by virtue of the laws of the Commonwealth of Kentucky, with its principal office at 4001 Rodney Parham Road, Little Rock, Arkansas 72212 (hereinafter "Windstream KY East").

WITNESSETH:

WHEREAS, by Ordinance No. 69-2016 (the "Ordinance"), enacted May 12, 2016, Lexington created a non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications (or related non-cable) system in Fayette County, Kentucky; and

WHEREAS, pursuant to the Ordinance Lexington authorized the advertising for bids on said franchise and Windstream KY East submitted a timely bid to acquire said franchise; and

WHEREAS, by Resolution No. 362-2016, enacted June 23rd, 2016, Lexington accepted the bid of Windstream KY East as substantially responsive to the Ordinance and in the best interest of the citizens of Lexington-Fayette Urban County; and

WHEREAS, Lexington and Windstream KY East have agreed to accept the following as the terms of this Agreement and as those of the franchise.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of all of which are hereby acknowledged, the Government and Windstream KY East agree as follows:

1. Ordinance No. 69-2016, which is attached hereto as Exhibit "A" (the "Ordinance"), is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Windstream KY East for this franchise, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Lexington hereby grants unto Windstream KY East a non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications (or related non-cable) system upon, through, along, under and over the public streets, alleys, avenues, public roads, highways, sidewalks, and other public ways of the Lexington-Fayette Urban County Government in accordance with the terms of the Ordinance.

4. This Agreement shall commence on June 23, 2016, and shall expire on June 22, 2026 unless otherwise extended pursuant to the provisions of the Ordinance or the parties enter into another franchise agreement.

5. In consideration of the granting of this franchise, Windstream KY East agrees to pay to Lexington any fees required pursuant to the Ordinance.

6. Windstream KY East, its successors and assigns, in consideration of the grant, sale and conveyance of the above franchise, does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as contained in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

7. This Agreement contains and embodies the entire agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto. No changes, modifications or other deletions in this Agreement shall be effective unless and until the same are reduced to writing and approved, adopted, and executed in the same fashion as this Agreement.

IN TESTIMONY WHEREOF, the Lexington-Fayette Urban County Government has caused its name to be affixed hereto by the Mayor and Windstream KY East, has caused its name to be affixed hereto by Susan Schaubman its properly authorized officer.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: 
JIM GRAY, MAYOR

ATTEST:


MARTHA ALLEN

WINDSTREAM KENTUCKY EAST, LLC

BY: 

Its: VP - Outside Plant Engineering

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

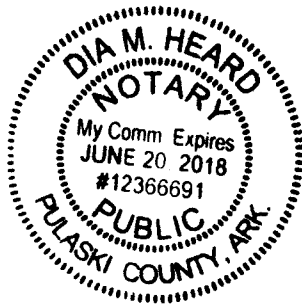
The foregoing Agreement was subscribed, sworn to and acknowledged before me
by Susan Schraubman, on behalf of Windstream KY East, LLC, on this the 13th day of
~~June~~^{July}, 2016.

My commission expires:

6/20/2018



NOTARY PUBLIC
ARKANSAS, STATE-AT-LARGE



00538508

JOINT POLE USE AGREEMENT
BETWEEN
KENTUCKY UTILITIES COMPANY
AND
GTE SOUTH INCORPORATED

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DATED: September 1, 1997

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JOINT POLE USE AGREEMENT

This Agreement, made this 1st day of Sept., 97, by and between **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, hereinafter called "Electric Company," party of the first part, and **GTE SOUTH INCORPORATED**, a Virginia corporation, hereinafter called "Telephone Company," party of the second part, both of said parties being duly qualified to do business in the Commonwealth of Kentucky:

W I T N E S S E T H:

WHEREAS, Electric Company is engaged in the business of constructing, maintaining and operating pole lines, in the Commonwealth of Kentucky; and

WHEREAS, Telephone Company is engaged in the business of constructing, maintaining and operating pole lines, in the same territory as Electric Company; and

WHEREAS, in many instances the same streets, roads, alleys, highways, public and private places are used by the Parties hereto for the erection and maintenance of poles and for the placing thereon of the attachments used in respective businesses, and it is often desirable that certain of such poles be used jointly by said Parties; and

WHEREAS, neither Party can legally attach to the poles of the other without consent first being obtained;

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

For the purpose of this Agreement, the following terms when used herein, shall have the following meanings:

"Attachments" means wires, cables, service drops, light fixtures, crossarms, transformers, terminal or fuse boxes, lightning arresters, switches, guy wires, and all other apparatus, fixtures or appurtenances now attached or hereafter attached to said poles by either Party.

"Joint Use" means placing or reserving space for attachments of each Party upon the same pole or poles.

"Licensee" means the Party which uses or applies to use poles of the Owner.

"Objective Percentage Ownership" means the proportional number of Joint Use poles to be owned by each Party, 60% for Electric Company and 40% for Telephone Company.

"Owner" means the Party having sole ownership of the pole.

"Party" means Electric Company or Telephone Company.

"Rearrange" means the reconstruction or relocation of attachments on the same pole.

"Standard Pole" means a Joint Use wood pole with butt ground, #6 copper minimum, which shall be no less than 45 feet tall, and shall comply with the American Standards Association Specifications, Class Four. The parties may mutually agree to use a smaller pole; but under no condition shall the standard joint use pole be less than the minimum requirements of the National Electrical Safety Code.

"Standard Space" means the following described space on a Standard Pole for the exclusive use of the Parties. For Electric Company, the uppermost eleven feet two inches (11'- 2") of usable space measured from the top of the pole. For Telephone Company, three feet zero inches (3'-0") of usable space the lower side of which is twenty one feet (21') above the ground.

"Transfer" means the moving of Attachments from one pole to another.

ARTICLE II: SCOPE OF AGREEMENT

A. This Agreement shall be in effect in those portions of the Commonwealth of Kentucky in which Electric Company and Telephone Company operate or may operate and where Joint Use of poles under the terms hereof may become mutually agreeable to the Parties, and shall cover all existing poles or any later erected poles or structures which are made a part of this Agreement in accordance with the procedure hereinafter specified.

B. Each Party reserves the right to exclude from Joint Use any poles which it owns and which, in Owner's sole judgment, are necessary or desirable for Owner's exclusive use.

C. Transmission (34.5 KV or greater) structures are not generally subject to Joint Use. However, in special cases they may be considered when a written application is made to Electric Company's Transmission Engineer.

ARTICLE III: SPECIFICATIONS

A. Minimum requirements for Joint Use pole construction shall conform to the then-current edition of the National Electrical Safety Code (NESC) in effect at the time the respective Attachments were placed, and as may be modified by appropriate governmental authority. Other written specifications as may be agreed upon from time to time by both Parties will become a part of this Agreement so long as such specifications do not conflict with the terms and provisions of said Safety Code and subsequent revisions thereof.

B. No permanent steps shall be installed on any future Joint Use pole or structure.

C. Nothing herein shall prevent the modification of these specifications from time to time by mutual agreement of the Parties hereto when the progress of the art makes such modification necessary or desirable. For special applications, such as service drops, etc. by mutual written consent of both Parties, using Exhibit A, a pole other than a Standard Pole, sufficient to meet combined needs of both Parties may be utilized. If at a future date, either Party requires a Standard Pole at this specific location, Owner will replace this Pole with a Standard Pole. Owner will be responsible for the cost of the replacement Standard Pole only, including ground. Each Party will be responsible for transferring its own facilities to this Standard Pole.

ARTICLE IV: PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS ON EXISTING POLES

A. Whenever either Party desires to reserve space on any pole of the other, it shall make written application therefor using the Joint Use Pole Change Request form (Exhibit A), specifying the location of the pole in question, the amount of space which it desires to reserve, the number and kind of attachments which it desires to place thereon, and the character of the circuits to be used. Within twenty (20) working days after receiving such application, Owner shall notify the applicant in writing utilizing same said form, whether said pole is excluded from Joint Use under the provisions of Article II. Upon receipt of notice from Owner that said pole is not excluded and after any Transferring or Rearranging which is required in respect to Attachments on said pole, including any necessary pole replacements as provided in Article V, Section A, the applicant shall have the right as Licensee hereunder to use said space for Attachments and circuits of the character specified in the application in accordance with the terms of this Agreement.

B. Except as herein otherwise expressly provided, each Party shall, at its own expense, place, maintain, Rearrange, Transfer and remove its own poles and Attachments, and do any tree trimming or right-of-way clearing incidental thereto. Each Party shall place such guys and anchors as may be necessary to sustain any unbalanced strain caused by its Attachments. Each Party shall perform all work promptly and in such a manner as not to interfere with the service of the other Party.

ARTICLE V: ERECTING, REPLACING OR RELOCATING POLES

Any new or replacement pole intended for Joint Use shall be, at minimum, a Standard Pole.

A. Planned Replacement of Poles

1. Whenever any Joint Use pole is of insufficient size or strength for the existing Attachments and for any proposed Attachments thereto, Owner shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included, as conditions may then require. When Owner has completed its work, it shall so notify Licensee utilizing the Joint Use Pole Change Request form (Exhibit A).

2. When a Joint Use pole is replaced, each Party shall place, maintain, Rearrange, Transfer and remove its own Attachments, and shall at all times perform such work promptly and in such manner as not to interfere with work or service being performed by the other Party. Upon completion of work by Owner which necessitates Transfer of Licensee's Attachments, Owner shall provide written notice to Licensee utilizing Exhibit A, and such Transfer must be completed within sixty (60) days of the date of such notice or the date of removal or Transfer from the pole of all Attachments of either Owner or third party users of the pole, whichever date is later, provided that Licensee's failure to Transfer its Attachments is not due to acts or omissions of Owner or such third party users. If such Transfer is not completed within such sixty (60) days, the old pole will become the property of Licensee. Licensee shall save harmless the former Owner of said pole from all obligations, liabilities, damages, costs, expenses, or charges incurred thereafter because of or arising out of the presence, location, or condition of such pole or any Attachment thereon, whether or not it is alleged that the former Owner was negligent in respect of the presence, location, or condition of such pole.

B. Emergency Replacement of Poles

1. When due to accidents, storm damage, etc., it is necessary for Owner to replace a pole immediately to restore service to customers or eliminate a hazardous condition, Owner will replace the pole with ground as soon as possible. Owner shall make all of its required facility changes or Transfers and will secure the old pole to the new pole. Owner shall notify Licensee by telephone within forty-eight (48) hours of the emergency work of the need to Transfer, and will follow with written notice within five (5) working days so that Licensee may make its changes or Transfers as soon as practicable. Owner shall provide the written notice to Licensee utilizing Exhibit A. Such Transfer must be completed within sixty (60) days of receipt of said Exhibit A of the date of such notice or the date of removal or Transfer from the pole of all Attachments of either Owner or third party users of the pole, whichever date is later, provided that Licensee's failure to Transfer its Attachments is not due to acts or omissions of Owner or such third party users. If such Transfer is not completed within such sixty (60) days, the old pole will become the property of Licensee. Licensee shall save harmless the former Owner of said pole from all obligations, liabilities, damages, costs, expenses, or charges incurred thereafter because of or arising out of

the presence, location, or condition of such pole or any Attachment thereon, whether or not it is alleged that the former Owner was negligent in respect of the presence, location, or condition of such pole.

2. When due to accidents, storm damage, etc., it is necessary for Licensee to replace Owner's pole immediately to restore service to customers or to eliminate a hazardous condition and Owner cannot perform the work in time to meet Licensee's requirements, Licensee may replace Owner's pole. Licensee will make all of its required facility changes or Transfers and will secure the old pole to the new pole so Owner may make its changes or Transfers when feasible. Licensee will bill Owner the total cost of installing the new pole only, including material, labor and overheads, plus ten (10) percent, but excluding the costs of Transfers. Owner will continue to own the old pole and be responsible for its disposal, and will immediately take ownership of the new pole. Owner will as soon as possible take Licensee's name off the new pole and will place its name on the new pole.

C. Coordination of Pole Replacement

Whenever it is necessary to replace or change out a Joint Use pole, Owner shall, before making such change, give notice thereof in writing using Exhibit A (except in cases of emergency when oral notice may be given and subsequently confirmed in writing) to Licensee, specifying in such notice the time, pole height (if changed), and specifics of such proposed relocation; and Licensee shall, when mutually agreed upon, at the time so specified, Transfer its Attachments to the new pole. When replacing a Joint Use pole with critically located Attachments, such as aerial cable, underground conduit and connections, buck arm corners, splice boxes, transformers, or other equipment, the new pole shall be of the same height, unless agreed to otherwise by both Parties, and shall be set in the same location which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location. Owner shall set replacement pole in such a manner as to allow Licensee to Transfer its facilities with minimal Transfer costs.

D. Notification of Proposed Design and New Construction

1. Whenever a Party hereto intends to erect new poles within the territory covered by this Agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the other Party in writing using Exhibit A, at least ten (10) working days before beginning the work if two (2) poles or less are to be placed, and at least twenty (20) working days written notice if three (3) poles or more are to be placed. Shorter notice, including oral notice subsequently confirmed in writing using Exhibit A, may be given in cases of emergency and such notice shall include information as to the proposed location and the character of the new poles and the character of circuits to be used thereon.

2. The other Party shall, within ten (10) working days after the receipt of such notice, reply in writing using Exhibit A to the Party proposing to erect the new poles, stating whether such other Party desires to place said poles or to reserve space on the said poles, and if so, the character of the circuits it desires to use and the amount of space it wishes to reserve.

3. If such other Party makes the decision to not place said new poles and requests space on the new poles, and if the character and number of circuits and Attachments are such that Owner does not wish to exclude the poles from Joint Use under the provisions of Article II, the following shall apply. When the other Party completes arrangements for Joint Use with Owner in accordance with the time frames set out in Sections D.1. and/or D.2. above, the poles suitable for the said Joint Use shall be erected in accordance with the provisions of Sections E. and F. below.

4. Each Party shall provide its own guys and anchors, or Licensee may request in writing, using Exhibit A, permission to attach its guy(s) to Owner's anchor(s) at a specific pole. Such permission, if given, shall be for only that specific pole.

E. Determination of Owner of New Poles

1. In any case where the Parties hereto shall conclude arrangements for Joint Use hereunder of any new poles to be erected, the Party to install such poles shall be determined by mutual agreement.

2. In the event the Parties are unable to agree which Party shall install the poles, if either Party is deficient by five (5) percentage points or more in its Objective Percentage Ownership of Joint Use poles under this Agreement, it shall install the new poles and be the owner thereof, except that in unusual circumstances, if the deficient Party cannot meet the other Party's customer service requirements in a timely manner, then the non-deficient Party may install the poles for the deficient Party and bill that Party the total installed cost including overheads, of the poles only, and the poles installed will become the property of the deficient Party.

3. In the event the Parties are unable to agree which Party shall install the poles, and neither Party is deficient by five (5) percentage points or more in its Objective Percentage Ownership, the Parties shall abandon the arrangements for Joint Use in respect to poles in question without prejudice to either Party.

F. Sale of Poles Between Parties

1. If at the conclusion of any jointly conducted inspection it is determined that either of the Parties is deficient, the deficient Party shall purchase poles to correct its deficiency. If the deficiency is five (5) percentage points or more, the Party with such deficiency shall, with the concurrence of Owner, purchase

approximately one-half (1/2) of the remaining deficiency each year until the deficiency is less than five (5) percent. All activities pertaining to such purchase of poles shall be completed within the calendar year immediately following the year in which the deficiency occurs. Following determination of an obligation to purchase and concurrence in principle by Owner to sell, the Parties shall identify and agree within six (6) months or less on the specific poles to be purchased. Once all activities pertaining to each deficiency purchase have been completed and the Transfer of ownership can take place, an invoice shall then be rendered by Owner, and payment shall be made by the deficient Party within thirty (30) days of receipt of the invoice.

2. The location, route, pole height, pole age, and number of poles to be purchased and sold shall be determined by mutual agreement. When the purchase of poles is required due to a deficiency as noted in Paragraph 1 of this Section or is proposed for any other reason, the Party selling the poles shall determine the sale price per pole using its system average in-service cost of each size of pole, depreciated at Owner's rate for actual years of service plus a mutually agreed administrative fee per pole if aggregated on the invoice, or a mutually agreed per pole fee if each pole is uniquely identified.

3. Each Party shall obtain, at its expense, the approval of any governmental agency having jurisdiction over such Party's part of the transaction, and, upon receipt of payment of its associated invoice, the selling Party shall give to the purchasing Party a bill of sale and to the extent possible shall assign any easement rights available for such poles and obtain, at selling Party's expense, release from any liens or encumbrances. Continuity of route ownership shall be considered in all such transactions.

4. New Owner shall tag said poles with appropriate ownership tagging devices pursuant to 807 KAR 5:006 Section 20. This tagging process shall commence immediately upon receipt of a bill of sales and shall be completed within six (6) months. If Licensee cannot comply with the six (6) months, Owner (Seller) shall furnish and tag all poles at a mutually agreed rate per pole payable within sixty (60) days of being invoiced.

G. Assignment of Costs

The costs of erecting new Joint Use poles or the replacement of Joint Use poles under this Agreement shall be borne by the Parties hereto as follows:

1. For new pole lines or extensions of existing lines, Owner shall pay the cost of a Standard Pole with ground on which each Party shall be guaranteed Standard Space. All additional pole costs incurred in order to provide either Party with space which exceeds its said space allocation shall be borne by the Party requiring such excess space.

2. For the replacement of an existing pole by Owner for its own benefit, Owner shall pay the entire installed cost of the pole and the costs incurred in Transferring its own facilities.

3. For the replacement of an existing pole by Owner for the benefit of and/or at the request of Licensee, Licensee shall pay the entire installed cost of the pole and the costs incurred in Transferring the facilities of both Parties. Such payment shall not affect ownership of the pole.

H. Qualifications of Labor Resources

When the Licensee or their qualified contractor erects poles in a Joint Use Route, the Licensee or their qualified contractor shall provide and install any and all required pole cover up (temporary insulating/isolating) materials, regardless of ownership of the Joint Use Route. Qualified contractors shall mean contractors knowledgeable and capable of working near, around, or adjacent to energized facilities. Licensee or their qualified contractor may upon occasion request the Owner to provide labor or material for the covering up process. The Licensee will be billed actual costs incurred including overheads.

I. New Service Extensions

1. For new service line extensions that have been determined to be Joint Use and where the Owner cannot meet the service date requirements of the Licensee, the Licensee may set all poles and upon completion sell said poles to the Owner consistent with all foregoing procedures.

2. For new service line extensions that have been determined to be Joint Use and where the total length is in excess of Owner's no charge line extension, the Licensee may set all poles and upon completion sell said poles to the Owner consistent with all foregoing procedures.

ARTICLE VI: ACQUIRING RIGHTS-OF-WAY

Owner shall not be required to secure any right, license or permit from any governmental body, authority or other entity or entities which may be required for the construction or maintenance of attachments of Licensee, and Owner does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of said attachments, and if objection is made thereto and Licensee is unable to satisfactorily adjust the matter within a reasonable time, Owner may at any time upon notice in writing to Licensee, using the Joint Use Pole Change Request for (EXHIBIT A), require Licensee to remove its attachments from the poles involved, and Licensee shall, within ninety (90) days after receipt of said notice, remove its attachments from such poles at its sole expense. Should Licensee fail to remove its attachments as herein provided, Owner may remove them at

Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense Licensee shall reimburse Owner on demand.

ARTICLE VII: MAINTENANCE OF RIGHTS-OF-WAY

A. Initial Trimming and Right-of-Way Clearing

Each Party shall, at its own cost and expense, do such trimming and/or clearing and disposing of residue as it deems necessary to provide clearance.

B. Maintenance Trimming and Right-of-Way Clearing

Each Party shall, at its own cost and expense, do such trimming and/or clearing as it deems necessary to protect its facilities.

C. Occasional Maintenance Tree Removals

The Parties shall cooperate in the removal of a tree which is considered by either Party to be endangering Joint Use facilities. Either Party may remove such tree and the cost shall be shared by the parties in accordance with their respective objective percentage ownership.

D. Widening Right-of-Way on Existing Joint Use Lines

When the cleared width of right-of-way for an existing Joint Use line is increased beyond its established width to satisfy the requirements of one Party to the Agreement, that Party will be responsible for performing the work and will bear all of the cost.

ARTICLE VIII: MAINTENANCE OF POLES AND ATTACHMENTS

A. Owner shall, at its own expense and in accordance with its own practices and procedures, maintain its Joint Use poles in a safe and serviceable condition, which may include periodic pole testing and treatment at ground line and inspection above ground line. This maintenance shall be in accordance with the specifications set forth in Article III and Owner shall replace, subject to the provisions of Article V, any poles which become defective. Except as otherwise provided in Section B. below, each Party shall, at its own expense and at all times, maintain all of its Attachments in accordance with the specifications in Article III and keep them in safe condition and in thorough repair; provided, however, that neither Party shall be required to Rearrange or replace poles or any facilities installed prior to the date of this Agreement solely by virtue of the adoption of this Agreement. Instead, any required Rearrangement or replacement shall occur during the ordinary course of business within a reasonable period of time.

B. Existing Joint Use facilities of the Parties which do not comply with Article III specifications, upon mutual agreement shall be brought into conformity with such specifications as rapidly as feasible.

C. When such existing Joint Use construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Section A. above.

D. The cost of bringing such existing Joint Use construction into conformity with said specifications shall be borne by the Parties hereto in the manner provided in Section B. of Article IV and Section G. of Article V.

ARTICLE IX: ABANDONMENT OF JOINT USE POLES

A. If Owner should desire at any time to abandon a Joint Use pole, it shall give Licensee notice in writing using the Joint Use Pole Change Request form (Exhibit A) to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, Owner shall have no Attachments on such pole, but Licensee shall not have removed all of its Attachments therefrom, such pole shall thereupon become the property of Licensee, and Licensee shall save harmless the former Owner of such pole from all obligations, liability, damages, cost, expense or charges incurred thereafter, and not theretofore occurring, because of, or arising out of such pole or of any Attachments thereon, and shall pay the former Owner a sum of one dollar per pole, and the former Owner shall give to Licensee a bill of sale covering the pole or poles involved in such transactions.

B. Whenever a pole is abandoned as provided in Section A. above, new Owner shall tag said poles with appropriate Ownership tagging devices pursuant to 807 KAR 5:006 Section 20. This tagging process shall commence immediately upon receipt of a bill of sales and shall be completed within six (6) months. If Licensee cannot comply within the six (6) months, Owner (Seller) shall furnish and tag all poles at a mutually agreed rate per pole payable within sixty (60) days of being invoiced.

C. Licensee may at any time discontinue its use of a Joint Use pole by giving due notice thereof in writing, using Exhibit A, to Owner and by removing therefrom any and all Attachments it may have thereon.

ARTICLE X: ADJUSTMENT OF POLE OWNERSHIP

A. The Objective Percentage Ownership of the total number of poles jointly used by the two parties hereunder is 60% for the Electric Company and 40% for the Telephone Company.

B. In the seventh (7th) year of this Agreement, an inventory of the total area served jointly shall be performed jointly by the Parties and repeated every seven (7) years thereafter to count the Joint Use poles owned by each Party.

C. The Parties will cooperate to plan their respective construction projects so as to achieve and maintain as nearly as practicable the Objective Percentage Ownership of the Parties.

D. Each Party shall report to the other promptly upon completion of a project, using the Joint Use Pole Change Request form (Exhibit A), the change in Ownership of Joint Use poles by each Party caused by the project.

ARTICLE XI: COMPENSATION FOR DEFICIENCY IN OWNERSHIP

A. For the purpose of this Article, the actual occupancy of a pole, or the reservation of space only, for any purpose, during any portion of the calendar year shall be considered as joint use of such pole for the full year.

B. At the end of each calendar year, each party, as Licensee, shall submit to the other party, as Owner, three copies of a recapitulation of all its applications for joint use and notifications of abandonment of joint use which have been completed during the year. If such a recapitulation is found by Owner to be correct, two copies of it shall be signed by Owner and returned to Licensee. Both parties shall cooperate to correct any such recapitulations found to be incorrect.

C. At the end of each calendar year, the party having less than its objective percentage of Ownership of jointly used poles shall purchase from the party exceeding its objective percentage, the number of poles necessary to attain such objective percentage (that is 60% for the Electric Company and 40% for the Telephone Company). The price to be paid shall be calculated according to Article V, Section F.2. The location of poles to be purchased shall be arrived at by mutual agreement.

D. It is the intent of this agreement that both parties shall maintain a division of Ownership of joint use poles so that neither party shall be obligated to pay to other an equity settlement. However, if in any given year both parties mutually agree that due to extenuating circumstances it is not practical to proceed with the purchase of poles necessary to maintain both parties' objective Ownership, the deficient party shall pay an equity settlement to the other party at the end of that calendar year an amount equal to the number of poles it is deficient from its objective Ownership times \$30.00 which sum shall be **due and payable** on the first day of February following each year's determination of the number of jointly used poles owned by each party.

ARTICLE XII: BILLS IN PAYMENT FOR WORK

Upon completion of any work project performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other, the Party performing the work shall present to the other Party within sixty (60) days after the completion of such work an itemized statement, showing to the extent available all labor, material, supervision, and appropriate overhead charges; and such other Party shall, within sixty (60) days after such statement is presented, pay to the Party doing the work such other Party's proportion of the cost of such work.

ARTICLE XIII: DEFAULTS

A. If either Party should default in the payment of compensation under Article XII, or in the performance of any of its obligations under this Agreement and such default continues thirty (30) days after notice thereof in writing from the other party, all further granting of Joint Use to the Party in default hereunder shall be suspended; and if such default shall continue for a period of thirty (30) days after such suspension, the other Party hereunder may forthwith terminate this Agreement as far as concerns future granting of Joint Use.

B. If either Party should default in the performance of any work which it is obligated to do under this Agreement at its sole expense, the other Party may elect to do such work, and the Party in default shall reimburse the other Party for the cost thereof. Failure on the part of the defaulting Party to make such payment within sixty (60) days upon presentation of bills therefor shall, at the election of the other Party, constitute a default under Section A. above.

C. The provisions of this Article shall not be construed to prevent either Party from exercising any other rights at law or in equity arising out of the other Party's default.

ARTICLE XIV: AUDIT RIGHTS

Each Party's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to material, labor and appropriate overhead charges involved in each Party's cost as a basis for bills submitted pursuant to this agreement shall be open to inspection and subject to audit, during normal working hours, by the other Party or its authorized representative. This provision shall survive the termination of this Agreement for a period of one year.

ARTICLE XV: ATTACHMENTS OF THIRD PARTIES

A. If either of the Parties has, prior to the execution of this Agreement, granted to others not Parties to this Agreement, by

contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either Party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges.

B. The Attachments of any non-Party to this Agreement shall be treated as Attachments belonging to the Owner and shall be accommodated in space allocated to the Owner. On poles occupied by such third parties, Owner's Standard Space allocation as defined in Article I shall be amended to reflect and include usage by such parties, with a corresponding reduction of space available for the use of Owner. Owner shall have the entire right to any payments from such third parties. Such Attachments shall not operate to reduce the space allocation of Licensee. The rights, obligations, and liabilities hereunder of Owner in respect to such Attachments shall be the same as if it were the actual Owner thereof.

C. Where municipal regulations require either Party to allow the use of its poles for fire alarm, police signal or other municipally owned systems, such use shall be permitted under the terms of this Article.

ARTICLE XVI: SERVICE OF NOTICES

Wherever in this Agreement notice is provided to be given by either Party to the other, such notice shall be in writing and given by letter mailed, or by person delivery, to Electric Company, at its office at One Quality Street, Lexington, Kentucky, 40507, or to Telephone Company, at its office at 4100 North Roxboro Road, Durham, North Carolina, 27702, as the case may be, or to such other address as either Party may, from time to time designate in writing for that purpose.

ARTICLE XVII: TERM AND TERMINATION OF AGREEMENT

Subject to the provisions of Article XIII herein, this Agreement shall continue in full force and effect through January 1, 2000, and shall continue thereafter until terminated insofar as the right to attach to additional Joint Use poles is concerned by either Party giving to the other Party a one (1) year notice in writing of intention to terminate the right of both Parties to attach to additional Joint Use poles. Any such termination rights shall not abrogate or terminate the right of either Party to attach to existing Joint Use poles or to maintain existing Attachments. All such Attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms of this Agreement, which shall so long as such Attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the Parties with respect to such Attachments.

ARTICLE XVIII: MODIFICATIONS

Nothing herein contained shall be construed to prevent the modification of the terms of this Agreement by the written mutual consent of officers of the Parties.

ARTICLE XIX: ASSIGNMENT OF RIGHTS

A. Except as otherwise provided in this Agreement, neither Party shall assign or otherwise dispose of this Agreement or any of its rights or interest hereunder, or in any of the Joint Use poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other Party; provided, however, either Party may mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such Party, or to enter into any merger or consolidations; and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation its rights and obligations hereunder shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be.

B. Subject to all of the terms and conditions of this Agreement, either Party may permit any corporation conducting a business of the same general character as that of such Party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the Attachments used by such Party in the conduct of its said business; and all such Attachments maintained on any such pole by the permission as aforesaid of either Party hereto shall be considered as the Attachments of the Party granting such permission, and the rights, obligations and liabilities of such grantor Party under this Agreement, in respect to such Attachments, shall be the same as if it were the actual Owner thereof.

ARTICLE XX: WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XXI: EXISTING AGREEMENTS

All existing agreements, written or oral, between the Parties hereto for the Joint Use of poles within the territory where both Parties hereto now, or in the future, have the right to operate are by mutual consent hereby terminated.

ARTICLE XXII: INDEMNIFICATION

Either Party hereto, to the comparative extent it is negligent, agrees to and shall indemnify and hold harmless the other from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the joint use of the poles, or any acts or omissions under this Agreement.

ARTICLE XXIII: KENTUCKY LAW

Any interpretations regarding this Agreement or any activities arising hereunder shall be governed by Kentucky law.

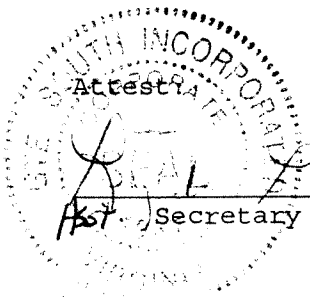
IN WITNESS WHEREOF, the Party of the first part has caused its name to be signed hereto by its Vice President and attested by its Secretary, thereunto duly authorized, and the Party of the second part has caused this instrument to be duly executed, by its General Manager-Infrastructure Provisioning and attested by its Assistant Secretary, thereunto duly authorized, as of the day and year first above written.

Attest:

KENTUCKY UTILITIES COMPANY

George S. Books II
Secretary

BY Robert M. Hewitt
Vice President



GTE SOUTH INCORPORATED

BY [Signature]
General Manager-Infrastructure
Provisioning

APPROVED

[Signature]
LAW DEPT.

Subject to the Joint Pole Use Agreement Dated _____ 19____ Between the Parties.

Telephone Company

Electric Company

Date _____

Permit/Serial No. _____

Location _____

Authority _____

Application and License to Use Poles

Notice of Replacement of Poles

Notice of Revision of Contacts

Notice of Moving Poles

Notice of Abandonment of Poles by Owner

Notice of Change of Circuits

This: Notice License Effective _____ 19____

OWNER: Electric Co. Telephone Co. LICENSEE: Electric Co. Telephone Co.

Circuit Data and Effect on Joint Use Pole Count

Character of Tel. Circuits _____

Character of Electric Circuits _____

Work Necessary to Provide Clearance, Stability, and Protection Consists of _____

Joint Use Poles Owned
By Electric Company

Joint Use Poles Owned
By Telephone Company

Added By This Request _____

Removed By This Request _____

Total This Request _____

Exchange _____

District _____

WO/RO No. _____

This work may be
 has been
 has not been

jointly check in the field by:
 with:

_____ for Telephone Co. and
_____ for Electric Co. and
_____ For other attachment parties

Permit not Required Permit Secured Easement not Required

Easements Secured and Recorded - Deed Book No. _____ Page No. _____

Request made by _____

We Request this Work to be Completed by _____

Work Completed _____ Signed _____

LOCATION - Attach facility map along with description (use reverse side if necessary)

KY-714.023

SUPPLEMENTAL AGREEMENT

This supplemental agreement is made to the Joint Pole Use Agreement between Kentucky
GTE SOUTH INCORPORATED September 1, 1997 *SLB*
Utilities Company and ~~Central Kentucky, Inc.~~ ~~dated January 1, 1990~~ *10/2/98*

This supplement is for the following:

Change to Article X Section B:

The total area served jointly shall be inspected in the initial year of this Agreement, and every seven (7) years thereafter to count the Joint Use poles owned by each party. The present agreement states that the pole count shall be done every five (5) years.

Change to Article X Section B:

As an alternative, one-seventh of the area may be inspected each year. The present agreement states that as an alternative one-fifth of the area may be inspected each year.

Kentucky Utilities Company

By: *Robert M. A. Swartz*
President

Date: 9/4/98

GTE SOUTH INCORPORATED
~~Central Kentucky, Inc.~~

By: *Sam J. Guyer*
President
Gen. Mgr. - Infrastructure Provisioning

Date: 10/2/98

APPROVED AS TO FORM
AP6
Attorney, GTE
Date: 9-24-98

**FIRST AMENDMENT
TO POLE ATTACHMENT LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO POLE ATTACHMENT LICENSE AGREEMENT (the “First Amendment”) is made and entered into as of July 7, 2016, to the Pole Attachment License Agreement by and between the Commonwealth of Kentucky, Kentucky Communications Network Authority and the Finance and Administration Cabinet, hereinafter referred to as “Licensee”, and Windstream Kentucky East, LLC, hereinafter referred to as “Licensor”, dated the 7th day of July, 2016 (the “PAA”). Licensee and Licensor may be referred to hereinafter, individually, as a “Party” or, collectively, as the “Parties”.

WHEREAS, Licensee desires for Licensor to process pole attachment applications and perform make-ready work for a larger than usual number of attachments Licensee will be submitting in connection with the Kentucky Information Highway project (the “KIH Project”);

WHEREAS, Licensee and Licensor would like to amend Licensor’s normal pole application and make-ready process to address the larger than usual number of attachments Licensee will be submitting in connection with the KIH Project.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor do hereby agree to the following terms and conditions.

1. The Parties agree that for purposes of the KIH Project only, Section 8 of the PAA will be replaced with the following Section 8:

8. ATTACHMENT REQUEST AND LICENSE PROCESS

A. Before Licensee shall have a right to place Attachments to any Poles of Licensor, Licensee shall apply in writing for, and receive, a revocable, non-exclusive License, which shall be in the form of a Licensor countersigned Application for Pole License (Exhibit B), before attaching its facilities to specified Licensor Poles. To apply for a License under this Agreement, Licensee shall submit to Licensor the appropriate Licensor Application. Licensee shall provide sufficient information on the Application to enable Licensor to locate the proposed Pole and to identify the physical characteristics of Licensee’s facilities to be attached to Licensor’s Poles so that Licensor can perform the make-ready survey. Licensor will process Applications for Pole Licenses in the order in which they are received; provided, however, that when Licensee has multiple Applications for Pole Licenses on file with Licensor, Licensee may designate its desired priority of completion with respect to all such Application for Pole Licenses. Licensee shall not under any circumstances attach any equipment to any guy wires or anchors owned by Licensor.

B. Make-Ready Survey. Licensee shall submit an Application for Pole License in the form of Exhibit B and shall include a drawing of the proposed route, the pole detail and contact information (name, telephone, facsimile, and email information). Licensee is responsible for determining, in accordance with requirements of the National Electric Safety Code, if the existing Licensor’s facilities will support the additional loading imposed by the Licensee’s attachments. Upon receipt of a complete Application, Licensor shall schedule the survey to determine whether and where Licensee’s Attachment is feasible, and what Make Ready Work is required by Licensor or other existing attachers to accommodate Licensee’s Attachment. If during this process, Licensor determines the request is denied based on insufficient capacity or for reasons of

safety, reliability and generally applicable engineering purpose Licensor shall inform Licensee that the Application for Pole License is denied together with the reason to the extent that such issues cannot be worked out by the Parties short of denying the Application. All expenses incurred by Licensor in reviewing Licensee's Application for Pole License shall be borne by Licensee even if such request is denied by Licensor.

C. Estimate and Acceptance of Estimate. Licensor shall present to Licensee, within 60 days of receiving a complete Application, an estimate of charges associated with performing the necessary make-ready work identified during the survey. Additionally, Licensor shall provide a description of make-ready work required of third parties to accommodate Licensee's proposed attachments. Licensor may withdraw an outstanding estimate of charges to perform make-ready work beginning 14 days after the estimate is presented. Licensee may accept an estimate and make payment any time after receipt of an estimate but before the estimate is withdrawn. Within 14 days of receipt of payment of such an invoice and completion of the Make-Ready Work, Licensor shall issue the associated License. At that time Licensee will be considered to have been granted a License with respect to the Poles approved in the License and may attach to Licensor's Poles in accordance with the terms and conditions of this Agreement.

The Parties agree that the Licensor may charge \$80,800.00 (the "Engineering Administration Charge") per month for the additional personnel necessary for Licensor to process Applications for 1,500 Pole Licenses per month. The Engineering Administration Charge represents the amount Licensor requires to retain 8 additional joint use application processors and 5 additional survey engineers each month (the "Additional Personnel"). The Parties agree further that the Engineering Administration Charge is in addition to the rates, charges and fees (including but not limited to make-ready costs that Licensee may be charged in connection with its Attachments) to be paid by Licensee pursuant to this Agreement. Licensor will have the Additional Personnel in place within 60 days of the Effective Date of the First Amendment to Pole Attachment License Agreement (the "First Amendment"). The Engineering Administration Charge will be due and payable to Licensor on or before the first day of each month. Licensor shall have no obligation to process Applications for more than 300 Pole Licenses in connection with the Kentucky Information Highway project in a given month until Licensee has paid the Engineering Administration Charge for such month. If Licensee desires for Licensor to process Applications for more than 300 Poles per month but less than 1,500 Poles per month, Licensee may request that Licensor reduce the number of Poles per month that it is staffed to process in increments of 300 Poles, and the number of Additional Personnel and the Engineering Administration Charge will be reduced accordingly at the beginning of the following month. Licensee understands, though, that the reduction of the Additional Personnel and the Engineering Administration Charge may be delayed by Licensor in order to allow it to process the Applications for Pole Licenses already submitted to it in accordance with the time frames provided for in this Agreement. Licensee shall provide Licensor with written notice when it will no longer be submitting Applications for more than 300 Pole Licenses per month in connection with the Kentucky Information Highway project (the "Amendment Termination Notice"). Beginning upon the first day of the month following receipt of the Amendment Termination Notice, the First Amendment shall terminate, Licensor shall no longer retain the Additional Personnel, and Licensor shall have no obligation to process Applications for more than 300 Pole Licenses in a given month. If necessary, Licensor will refund to Licensee a pro-rated portion of the Engineering Administration Charge for the month during which Licensor receives the Amendment Termination Notice, with such pro-ration based upon the extent to which Licensor utilizes the Additional Personnel during that month.

D. Make-Ready. Upon receipt of the make-ready estimate payment specified in Section 8(C), Licensor shall notify immediately and in writing Licensee and all known other users that

may be affected by the make-ready required for Licensee's attachments. The notice shall: (i) specify the location and type of make-ready to be performed; (ii) set a date for completion of make-ready no later than 120 days after Licensor's receipt of the make-ready estimate payment; (iii) state that any entity with an existing attachment may modify the attachment consistent with the specified make-ready before the date set for completion; and (iv) state that Licensor may assert its right to 15 additional days to complete make-ready should any other users fail to complete within the prescribed timeframe; (v) state that if make-ready is not completed by the completion dates set by Licensor, Licensee may utilize an authorized contractor to complete the specified make-ready after providing Licensor with 30 days' written notice of Licensee's intent to perform such work if not completed by Licensor prior to the expiration of the 30 day notice period. Make-ready work performed by an authorized contractor selected by Licensee, shall be performed in accordance with Licensor's specifications and in accordance with the same standards and practices followed by Licensor or Licensor's contractors. Authorized contractors selected by Licensee shall not conduct such work in any manner which degrades the integrity of Licensor's structures or interferes with any existing use of Licensor's facilities or the facilities of any other user. In the event that make-ready work is completed by an authorized contractor selected by Licensee, Licensee shall notify Licensor upon completion. While Licensor is responsible for notifying other users pursuant to this section, Licensee shall make arrangements with other users regarding reimbursement for any expenses incurred by other users in transferring or rearranging other users' facilities to accommodate the attachment or placement of Licensee's facilities to or in Licensor's poles. Licensee shall be solely responsible for negotiating with existing attachers for Make-Ready Work relating to such other existing attacher facilities located on, within or in Licensor's Poles and shall be responsible for paying all charges incurred in transferring or rearranging existing attacher facilities to accommodate the placement of Licensee's Attachment on, within or in Licensor's Poles. Upon completion of make-ready, Licensor shall invoice Licensee for additional costs incurred over and above the make-ready estimate or refund Licensee any overpayment. If there are additional costs owed to Licensor by Licensee upon completion of the Make Ready Work, Licensee shall pay such costs to Licensor within 30 days of the date an invoice for such costs is sent to Licensee. If Licensee fails to pay such invoice within 30 days of the date it is sent, then Licensor may cease any Make Ready Work until payment for such invoice is received. In the event Licensee declines to proceed with the project, Licensee shall reimburse Licensor any costs and expenses incurred by Licensor to date including but not limited to Application Fee(s), engineering and administrative expenses and costs.

E. Applications for more than 1,500 Pole Licenses. Licensor shall use commercially reasonable efforts to process Applications within the time frames agreed upon in this Section 8 if the requests for pole attachments inadvertently exceed 1,500 poles in a given month. Licensor may aggregate the number of poles on multiple requests from Licensee as if all are part of a single request for the purposes of establishing the proper timeline for all active requests within a given month.

F. Licensee shall maintain a copy of all Application for Pole Licenses and approved Licenses. Licensor may provide upon request copies of the same to the extent available and Licensee shall reimburse Licensor for its costs in preparing and sending requested copies.

2. The Parties agree that for purposes of the KIH Project only, the ninety (90) day time frame provided for in Section 14 of the PAA will be extended to one hundred eighty (180) days.

3. This First Amendment shall serve to expressly modify the PAA. All other clauses, conditions, terms and covenants contained in the PAA, to the extent not amended by this First Amendment, shall continue in full force and effect and be legally binding.

AGREED TO effective as of July 7, 2016.

**COMMONWEALTH OF KENTUCKY, KENTUCKY COMMUNICATIONS NETWORK
AUTHORITY AND THE FINANCE AND ADMINISTRATION CABINET**

By: William M. Landrum III

Printed Name: WILLIAM M. LANDRUM

Title: Secretary, FAC

Date: 11 July 2016

WINDSTREAM KENTUCKY EAST, LLC

By: Barry Bishop

Printed Name: Barry Bishop

Title: VP- OPERATIONS

Date: 7-7-16

windstream

POLE ATTACHMENT LICENSE AGREEMENT

BY AND BETWEEN

Windstream Kentucky East, LLC

AND

**Commonwealth of Kentucky, Kentucky Communications Network Authority and the Finance and
Administration Cabinet**

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ATTACHED AND INCORPORATED EXHIBITS

- EXHIBIT A – DEFINITIONS
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- EXHIBIT C – NOTIFICATION OF SURRENDER OF LICENSE
- EXHIBIT D – SCHEDULE OF RATES, FEES AND CHARGES
- EXHIBIT E – NOTICE CONTACTS AND ADDRESSES

1. PARTIES.

This Pole Attachment License Agreement ("Agreement") is entered into as of the date last signed by all the parties ("Effective Date") by and between Windstream Kentucky East, LLC a Windstream company organized and existing under the State of Kentucky ("Licensor"), and the Commonwealth of Kentucky, Kentucky Communications Network Authority and the Finance and Administration Cabinet, a state government entity ("Licensee"). Licensor and Licensee may sometimes be referred to in this Agreement individually as a "party" and collectively as the "parties."

2. SCOPE.

A. The purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which the Licensor will provide Licensee access to Licensor's Poles (as defined herein) in the State of Kentucky for the purpose of Licensee attaching wireline facilities.

B. The parties acknowledge that Licensor is entering into this Agreement because Licensee has represented it is a competitive local exchange carrier ("CLEC") or a "telecommunications carrier" as defined in the Communications Act of 1934, as amended (hereinafter the "Communications Act") and desires to provide telecommunications service ("Services") as defined in the Communications Act; and that Licensee is authorized to provide these Services under its franchise or other lawful authority within its service area where Licensor owns Poles. In the event Licensee no longer has the status as a "telecommunications carrier" or "CLEC" or the authority to offer these Services in the state where the Poles are located, Licensor shall have the right to terminate this Agreement and require Licensee to remove all of its facilities from Licensor's Poles. **As a condition precedent to entering into this Agreement, Licensee shall submit to Licensor a copy of its Notice of Intent to Operate as a Competitive Local Exchange Carrier, and until such documentation is provided to Licensor, Licensor shall not be obligated to enter into this Agreement.**

C. Subject to the provisions of this Agreement, Licensor will issue to Licensee for any lawful communications purpose, revocable, nonexclusive Licenses authorizing the placement of Licensee's Attachment to Licensor's Poles.

D. No use, however extended, of Licensor's Poles nor payment of any fees or charges required under this Agreement or License issued under this Agreement shall create or vest in Licensee any ownership or property rights in said Poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place, or maintain any facilities not needed for its own service requirements, unless otherwise required by law. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect, restrict or impair the right of Licensor to convey, transfer, mortgage, or assign to any other person or entity any interest in real or personal property, including any Poles in which Licensee has attached or placed Licensee's Attachments pursuant to Licenses issued under this or other license agreements.

E. Licensee recognizes that Licensor has entered into, or may in the future enter into, agreements and arrangements with others which are not a party to this Agreement regarding the Poles covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against Licensor with respect to such other agreements or arrangements. The rights of Licensee shall at all times be subject to any present or future joint use or joint ownership arrangement between Licensor and any other party.

F. This Agreement does NOT create any right for Licensee to access or place facilities in Licensor central offices, conduit or to place wireless communication equipment on Poles. A separate agreement is required for any access to Licensor facilities other than those outlined in this Agreement.

3. DEFINITIONS.

Certain capitalized terms used in this Agreement are listed in and have the meaning as set forth in Exhibit A. Exhibit A is incorporated and made a part of this Agreement by reference.

4. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon the Effective Date and if not terminated in accordance with the provisions of this Agreement, shall continue in effect for a term of one (1) year ("Initial Term") and shall continue on a year-to-year basis. Notwithstanding the foregoing, any time after the Initial Term and anytime thereafter the rates, fees and charges set forth may be increased or decreased by written notice from Licensor to Licensee.

B. Either Party may terminate this Agreement for any reason after the Initial Term with at least thirty (30) day written notice to the other party. Additionally, either party may terminate this Agreement in the event of default as set forth under Article 20 of this Agreement.

C. Upon termination of the Agreement in accordance with any of its terms, all outstanding Licenses in connection therewith shall terminate and shall be surrendered and Licensee shall at its sole expense remove all Attachments located on Poles within sixty (60) days of date of termination.

5. TERMINATION OF LICENSES

A. In addition to other termination rights set forth in this Agreement, upon notice from Licensor to Licensee that Licensor has been advised by a governmental authority or private property owners that the use of any Poles is not authorized and is objected to by such governmental authority or private property owner, as the case may be or that any Poles is to be removed, sold or otherwise disposed of, Licensee shall, immediately remove its cables, equipment, and facilities at once from the affected Poles or shall make arrangements for the removal of its cable, equipment, and facilities from the affected portion of Licensor's Poles at Licensee's sole expense. If not so removed within sixty (60) days or such timeframe as stated on the Notice, Licensor shall have the right to remove Licensee's Attachments from Licensor's Poles at the cost and expense of Licensee and without any liability thereto.

B. Licensee may at any time remove its Attachments from any Poles of Licensor, but shall immediately give Licensor written notice of such removal and surrender of License in the form of a Notification of Surrender attached hereto as Exhibit C and incorporated by reference and made a part of this Agreement. If Licensee surrenders its License but fails to remove its Attachments from Licensor's Poles, Licensor shall have the right but not the obligation to remove Licensee's Attachments at Licensee's expense without any liability on the part of Licensor for damage or injury to Licensee's Attachments or interruption to Services. Licensee's obligations with regard to maintenance and fees continue until Attachments are removed from the Poles. In the event that Licensee's Attachments shall be removed from any Poles as provided by this Agreement, no Attachment shall again be made to such Poles unless

Licensee shall have first complied with all of the provisions of this Agreement as though no Attachment had previously been made.

6. RATES, FEES AND CHARGES.

A. All rates, charges and fees set forth in this Agreement and those shown in Exhibit D (Schedule of Rates, Fees, and Charges) shall be subject to and calculated in accordance with applicable law, and Licensor may in its sole discretion revise the rates, charges and fees as set forth in Exhibit D upon 30 day notice to Licensee. Exhibit D is incorporated and made a part of this Agreement by reference. The fees, rates and charges set forth in Exhibit D or elsewhere in this Agreement are effective during the term of this Agreement and subject to change as set forth herein.

B. Pole Attachment Fee. For the purpose of computing the annual Pole Attachment Fee due under this Agreement the Pole Attachment Fee shall be based each year upon the number of Poles where Licensor has issued a License as of the date of annual billing multiplied by the Attachment Rate set forth on Exhibit D, as may be modified by Licensor from time to time.

C. All charges for inspections, engineering, replacement or rearrangements of Licensee's Attachments from Licensor's Poles and, without limitation, any other work performed for Licensee shall be based upon the full cost and expense, including reasonable overhead, incurred by Licensor or its representative for performing such work for Licensee to include without limitation costs to transfer or moving of Licensor facilities and removal of old Poles. The cost to Licensee shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

D. All other Attachment related inquiry, verification, application, administrative and miscellaneous rates, fees and charges shall be calculated and paid in accordance with Exhibit D and the terms of this Agreement.

E. Upon termination or surrender of a License granted hereunder, no refund of any Pole Attachment Fees shall be made and Licensee shall remain liable for all fees and charges set forth in this Agreement until Licensee has removed its Attachments.

7. PAYMENT AND LIEN.

A. All bills for such other charges for work performed by Licensor and the fees set forth in the Agreement shall be payable within thirty (30) days of presentment to Licensee, and shall be deemed delinquent if not paid within thirty (30) days after the date of the invoice.

B. Lien. Should Licensor under the terms and conditions of this Agreement remove Licensee's Attachments from Licensor's Poles, Licensor will deliver to Licensee the cable, equipment or facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor hereunder. Licensor is hereby given a lien on Licensee's cable, equipment or facilities attached to Licensor's Poles or removed therefrom, with power of public or private sale, to cover any amounts due Licensor under the provisions of this Agreement. Such liens shall not operate to prevent Licensor from pursuing, at its option, any other remedy in law, equity or otherwise, including any other remedy provided for in this Agreement.

8. ATTACHMENT REQUEST AND LICENSE PROCESS

A. Before Licensee shall have a right to place Attachments to any Poles of Licensor, Licensee shall make application for and receive a revocable, nonexclusive License which shall be in the form of a Licensor countersigned Application for Pole License (Exhibit B). Each Exhibit B Application for Pole License shall contain no more than twenty-five (25) Poles and Licensee may submit up to twelve (12) Exhibit B, Application for Pole License within a rolling thirty (30) day period. Licensor will process Applications for Pole Licenses in the order in which they are received; provided, however, that when Licensee has multiple Applications for Pole Licenses on file with Licensor, Licensee may designate its desired priority of completion with respect to all such Application for Pole Licenses. **Licensee shall not under any circumstances attach any equipment to any guy wires or anchors owned by Licensor.**

B. **Application For Pole License and Engineering Survey.** Licensee shall submit an Application for Pole License in the form of Exhibit B and shall include a drawing of the proposed route, the pole detail and contact information (name, telephone, facsimile, and email information). Licensee is responsible for determining, in accordance with requirements of the National Electric Safety Code, if the existing Licensor's facilities will support the additional loading imposed by the Licensee's attachments. Upon receipt of a complete Application for Pole License, Licensor will conduct an engineering survey to determine whether and where Licensee's Attachment is feasible, and what Make Ready Work is required by Licensor or other existing attachers to accommodate Licensee's Attachment. Within sixty (60) days of receipt of Licensee's application, Licensor shall inform Licensee of its estimated make-ready charges for Licensor Make Ready Work ("Make Ready Estimate"). If during this process, Licensor determines the request is denied based on insufficient capacity or for reasons of safety, reliability and generally applicable engineering purpose Licensor shall inform Licensee that the Application for Pole License is denied together with the reason. All expenses incurred by Licensor in reviewing Licensee's Application for Pole License shall be borne by Licensee even if such request is denied by Licensor.

C. **Advance Payment of Make Ready Work Estimate and Expedited Charges.** If Licensee upon review of the Make Ready Estimate desires to proceed with the process to obtain a License from Licensor, Licensee shall submit payment in the amount of the Make Ready Estimate together with the Application Fee and engineering survey costs to Licensor within fourteen (14) days of receipt of the Make Ready Estimate and invoice for such amounts. Licensee shall be solely responsible for negotiating with existing attachers for Make-Ready Work relating to such other existing attacher facilities located on, within or in Licensor's Poles and shall be responsible for paying all charges incurred in transferring or rearranging existing attacher facilities to accommodate the placement of Licensee's Attachment on, within or in Licensor's Poles. In the event, Licensee declines to proceed with the project Licensee shall reimburse Licensor any costs and expenses incurred by Licensor to date including but not limited to Application Fee, engineering and administrative expenses and costs.

D. **Completion of Make Ready Work and Issuance of License.** Licensor shall undertake to complete any Make Ready Work of its owned facilities within 105 days of upon receipt of Licensee's payment of the Make Ready Estimate. Upon completion of all Make Ready Work and receipt of all fees and charges due from Licensee to Licensor, Licensor shall issue Licensee an approved License which shall be in the form of a Licensor countersigned Application for Pole License. At that time Licensee will be considered to have been granted a License with respect to the Poles approved in the License and may attach to Licensor's Poles in accordance with the terms and conditions of this Agreement.

E. Licensee shall maintain a copy of all Application for Pole Licenses and approved Licenses. Licensor may provide upon request copies of the same to the extent available and Licensee shall reimburse Licensor for its costs in preparing and sending requested copies.

9. AUTHORITY FOR PLACEMENT OF ATTACHMENT

A. Before any placement of Attachments by Licensee, regardless of whether a License may have been issued, Licensee represents and warrants that it has the authority to maintain Attachments within public rights-of-way, or on private rights-of-way or on private property, and shall upon request provide a copy of documentation evidencing such right to Licensor. Licensee shall be solely responsible for obtaining all licenses, easements, authorizations, permits and consents from federal, state and local authorities or private land owners that may be required to place and maintain Attachments on Licensor's Poles.

B. Licensor and Licensee agree that neither party has the right to restrict or interfere with the other party's lawful access to and use of public right-of-way, including public right-of-way, which pass over property owned by either party. Except as otherwise specifically provided in this Agreement, Licensor and Licensee shall each be responsible for obtaining their own right-of-way and permission to use real or personal property owned or controlled by any governmental body or private entity or person.

C. Licensor may, without incurring any liability, remove Attachments of Licensee from Licensor's Poles, at Licensee's sole expense where in Licensor's sole judgment such removal is required in connection with the performance of Licensor's service obligation or the safety of Licensor's employees. Whenever such removal has been made, Licensee will be notified. Licensor will provide advance notice, if possible.

10. CONSTRUCTION AND MAINTENANCE

A. Licensee's Attachments shall be placed and maintained in accordance with the following:

1. the terms and conditions of this Agreement, and
2. the National Electric Safety Code (most recent edition), and
3. the National Electric Code (most recent edition), and
4. in compliance with any other rules or orders now in effect or that may hereafter be issued by any state utility commission or other authority (state, federal, local) having jurisdiction over including but not limited to Poles, rights-of-way, and Hazardous Materials.

Each of Section 10(A)(1-4) is incorporated by reference and made a part of this Agreement, and in the event of a conflict or difference between any of these specifications and requirements, the more stringent will apply. Whenever Licensee performs any work in connection with said Attachments, whether for maintenance, replacement, removal, or relocation purposes, Licensee agrees to rearrange its Attachments, in accordance with changes in the standards referenced herein in this Section 10(A) of this Agreement, or if required by law.

B. Licensee shall, at its own expense, make and maintain its Attachments and use Licensor Poles in a safe condition and in thorough repair, and in a manner acceptable to Licensor, and so as not to conflict with the use of said Poles by Licensor or by other authorized users of said Poles, or interfere with other facilities thereon or which may from time to time be placed thereon. Licensee shall, at its sole expense,

upon written notice from Licensor, relocate or replace its Attachments placed on said Poles or transfer them to substituted Poles that may be authorized by Licensor, or perform any other work in connection with said Attachments that may be required. Licensor shall give such written notice as is reasonable in the circumstances, provided, however, that in cases of emergency, as determined by Licensor in its sole discretion, Licensor may arrange to relocate, remove or replace Licensee Attachments placed on said Poles, transfer such Attachments to substituted Poles or perform any other work in connection with said Attachments that may be required in the maintenance, replacement, removal or relocation of said Poles or Licensor or existing attachment facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall reimburse Licensor for the expense thereby incurred. For the purpose of this Section, Licensee Attachments shall be understood to include Attachments of Licensee in space reserved for Licensor, or space which Licensor has the right to use, on poles of other companies with which Licensor now has or may hereafter have agreements for joint use and occupancy; and the use of such space by Licensee shall be subject to the terms and conditions of the agreements between Licensor and said other companies.

C. Licensee shall be responsible at all times for the condition of Licensee's Attachments and its compliance with the requirements, specifications, rules, regulations, ordinances and laws specified in this Agreement. Licensor shall have no duty to Licensee to inspect, monitor or maintain the condition of Licensee's Attachments (including, but not limited to, splices and other facilities connections) located on, within or in Licensor's Poles. Licensor may make periodic or spot inspections at any time of any part of Licensee's Attachments as Licensor determines reasonable or necessary in its sole judgment, pursuant to Section 16 of this Agreement.

D. Licensee shall not authorize any person or entity acting on Licensee's behalf ("Licensee Contractor") to perform any work on, within or in Licensor's Poles without first verifying, to the extent practicable, on each date when such work is to be performed and, that the condition of the Poles is suitable for the work to be performed. If Licensee or Licensee Contractor determines that the condition of the Poles is not suitable for the work to be performed, Licensee shall notify Licensor of the condition of the Poles in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

E. Licensee shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Attachments and for directing the activities of all Licensee Contractors while they are physically present on, within or in the vicinity of Licensor's Poles. Licensee shall not permit any mechanic's lien, material man's lien, or any other lien, claim or security interest to attach to or encumber any of Licensor's real or personal property at any time.

F. Licensee's main line Attachments shall be tagged at maximum intervals of 300 feet so as to identify Licensee as the owner of the Attachment. Licensee shall place fiber wrap/ID at the specific Licensor Poles attaching point and at any aerial span splice location and/or slack loop. The tags shall be of sufficient size and lettering so as to be easily read from ground level.

11. OVERLASHING

A. Licensee may, upon notice to Licensor, overlash its own existing authorized Attachment and this does not constitute a separate Attachment, as it relates to the billing of Pole Attachment Fees, unless multiple/separate Attachment points are physically made at the Poles itself outside of the scope of a single

Attachment. Such notice shall be in the form of an Exhibit B Application for Pole License, and any additional Attachments being installed on Poles, regardless of it being an overlash of existing Attachment or as a new Attachment, will require an engineering analysis to determine if the additional loading negatively impacts the Poles capacity. Any additional load which causes the Pole to exceed its rated capacity or no longer provides for ample ground clearance of the Attachments or other facilities will necessitate the need for the Licensee to pay any and all Make Ready Work necessary. Each overlashed strand shall not exceed a 2" maximum diameter.

B. In no event shall Licensee allow a third party to overlash to Licensee's Attachments without prior notice to and consent from Licensor. Any third party must execute a License Agreement with Licensor and obtain a license thereunder.

12. MODIFICATIONS, ADDITIONS, REPLACEMENTS OR REARRANGEMENTS

A. Licensee shall not modify, overlash, add to, or replace Attachments on any Poles without first notifying Licensor in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include:

1. The date the activity is scheduled to begin including the Pole location and Pole number,
2. A description of the planned modification, addition, or replacement,
3. A representation that the modification, addition, or replacement will not require any space other than the space previously designated for Licensee's Attachments, and
4. A representation that the modification, addition, or replacement will not impair the structural integrity of the Poles involved.

B. Upon Licensor's receipt of a complete Exhibit B Application for Pole License, Licensor will perform, at Licensee's sole expense, a field check and if Licensor determine that the modification, addition, or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the rearrangements of, reinforcement of, replacement of, or an addition of support equipment to the Poles involved in order to accommodate Licensee's modification, addition, or replacement, Licensor will so notify Licensee and the parties will follow the Make Ready Work process as set forth in Section 8 of this Agreement in order to obtain authorization for the modification, addition, or replacement of its Attachments.

C. Should Licensee request Licensor to expand capacity or purchase additional plant and should Licensor so agree, Licensee agrees to pay all cost and expenses thereby incurred by Licensor. If another party that has been granted a license joins in the request and will benefit from the expansion or purchase, Licensee agrees to pay a percentage of all costs proportionate to Licensee's share of the benefit received from the expansion or purchase, but Licensee shall be responsible for all costs and expenses not paid by the other party.

D. When multiple applications, including those of Licensee, are received by Licensor with respect to any Poles which must be replaced or rearranged to provide additional space prior to commencement of the work on such Poles, Licensor's facilities may need to be transferred in which case Licensee shall pay for all costs for such transfers.

E. In the event Licensor plans to modify or alter any Poles upon which Licensee has placed Attachments, Licensor, except in emergency situations, shall provide Licensee written notice of the proposed modification or alteration at least sixty (60) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Attachments on Poles, Licensee shall so notify Licensor in writing at least thirty (30) days prior to the day the work is to begin. In such event, Licensee shall bear a proportionate share of the total costs incurred by Licensor to make Licensor Poles accessible.

F. In the event Licensor is required to move the location of, or replace, any Licensor Poles for reasons beyond its control, Licensee concurrently shall relocate Licensee's Attachments. Licensee shall be solely responsible for the costs of the relocation of Licensee's Attachments. When it is mutually agreed that it is in the best interest of Licensor and Licensee, Licensor may, after proper notification has been provided, transfer Licensee's Attachments at the same time that Licensor transfers its facilities and shall invoice Licensee for the actual costs incurred in performing the transfer of Licensee's Attachments.

13. EMERGENCY RESTORATION

A. In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Attachments. While Licensor shall not be responsible for the repair of damaged Attachments, Licensor shall nonetheless control access to its Poles if the restoration is to be achieved in an orderly fashion.

B. Where Licensor and Licensee are involved in emergency restorations, access to Licensor's Poles will be controlled by Licensor according to the following guidelines.

1. Service Disruptions/Outages

- a) While exercising its right to first access, Licensor shall make all reasonable efforts to grant access to as many other entities with attachments as is reasonably safe.

Where Licensor is unable to grant simultaneous access to all other entities with attachments, access will be granted according to the level of damage to the attachments of each entity and the extent to which such entity is suffering a service disruption, with preference being given to emergency service providers, if possible.

2. Service Affecting Emergencies

- a) While exercising its right to first access, Licensor shall make all reasonable efforts to grant access to as many other entities with attachments as is reasonably safe.

- b) Where Licensor is unable to grant simultaneous access to all other entities with attachments, access will be granted according to the level of damage to the attachments of each entity and the likelihood that a given level of damage will result in service disruption.

C. Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by Licensor regarding access to its Attachments, or any action or failure to act by Licensor, under this section shall not be the basis for any claim by Licensee against Licensor for any damage to Licensee's Attachments or disruption of Licensee's Services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

14. FAILURE TO PLACE ATTACHMENTS

Once Licensee has been issued a License, Licensee shall use commercially reasonable efforts to begin the placement of its Attachments on the Licensor Poles covered by the License within ninety (90) days from the date the License was issued. If Licensee fails to advise Licensor of its delay by notice thereof or if Licensee fails to use commercially reasonable efforts to begin placing its Attachments within the ninety (90) calendar days prescribed by this section, the License shall be automatically rescinded by Licensor and deemed null and void, and Licensee shall have no further right to place the Attachments pursuant to such voided License.

15. ABANDONMENT

Nothing in this Agreement shall prevent or be construed to prevent Licensor from abandoning, selling, assigning, or otherwise disposing of any Poles. Licensor shall notify Licensee of any sale, assignment, or other disposition of any Poles or other Licensor property used for Licensee's Attachments.

16. INSPECTIONS AND INVENTORIES

A. **Post construction and/or periodic inspection of Licensee Attachments.** Licensor shall have the right, but not the obligation, to make a post construction inspection and periodic inspections at any time of any part of Licensee's Attachments on Poles and any other associated facilities for the limited purpose of determining whether Licensee's Attachments are in compliance with the terms of this Agreement and any Licenses issued hereunder. Such inspections shall be conducted at Licensor's expense with the exception of (1) a post construction inspection, (2) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (3) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority, for which inspections the cost shall be borne solely by Licensee.

B. **Inventories.** Upon written notice to Licensee, the total number and location of Licensee's Attachments on Licensor's Poles may be determined, at Licensor's discretion, through a survey which may be made not more than once per calendar year by Licensor. If so requested, Licensee and /or any other entity owning or jointly using the Poles with Licensor may participate in the survey. The costs incurred by Licensor to conduct the survey shall be reimbursed to Licensor by Licensee upon demand by Licensor regardless of whether or not Licensee participates in the survey. If the Attachments of more than one licensee are surveyed, each such licensee shall contribute a proportionate share of the costs reimbursed to Licensor.

C. **No Duty to Licensee.** Neither the act of inspection or survey by Licensor of Licensee's Attachments nor any failure to inspect such Attachments shall operate to impose on Licensor any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Agreement, any License issued hereunder, or applicable law, or to any third party contractor, Licensee Contractor, or otherwise.

17. UNAUTHORIZED ATTACHMENTS

A. If any Licensee Attachment shall be found on Poles for which no License has been granted by Licensor pursuant to the terms of this Agreement (“Unauthorized Attachment”), Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may:

1. Impose charges as set forth herein, and
2. Require Licensee to remove such Unauthorized Attachment or Licensor may remove such Unauthorized Attachment without liability and the expense of removal shall be borne by Licensee.

B. Subject to Section 17(F), for the purpose of determining the charges, Licensee shall pay an amount per Unauthorized Attachment equal to the Pole Attachment Fee that would have applied if Licensee had properly obtained a License based upon the then current Attachment Rate for the number of years the Unauthorized Attachment have existed (or, if that cannot be determined, the number or years since the most recent inventory or five (5) years, whichever is less), plus interest at a rate the greater of 1% per month. In addition, if the Unauthorized Attachment is discovered during a survey where Licensee declined to participate an additional fee of \$100 per Unauthorized Attachment shall be charged to Licensee. Licensee agrees and acknowledges in the event of an Unauthorized Attachment actual damages would be difficult to determine and the charges described herein are liquidated damages, not penalties, and represent a fair and reasonable estimate of the damages which may be incurred by Licensor for Unauthorized Attachments on Licensor’s Poles including wear and tear, lost revenue, increased maintenance and repair costs for having to work on a Pole where the owner of a facility is unknown, and the risk of liability for safety violations that may be the result of an Unauthorized Attachment.

C. Any such charge as set forth in Section 17(B) imposed by Licensor shall be in addition to its rights to any other sums due and payable, including without limitation Make Ready Work costs, the actual costs of any audit or survey which established the existence of the Unauthorized Attachment and to any claims to said fees.

D. No act by Licensor with regard to any unauthorized use shall be deemed as a ratification or the licensing of the unauthorized use, and if any License should subsequently be issued, after application and payment of all applicable fees therefore, said License shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

E. An Unauthorized Attachment shall include, but not limited to:

1. An Attachment to Poles which is not identified in any License issued in accordance with this Agreement;
2. An Attachment that occupies more space than that allocated to Licensee by Licensor in a License;

3. An Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate License issued pursuant to this Agreement, unless Licensee can demonstrate to Licensor's reasonable satisfaction that said misplacement is not due to any act or omission of Licensee or Licensee's agents;
4. An addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved Licensor Poles.
5. An Attachment that consists of facilities owned or controlled by, and for the use of a party other than Licensee that is overlashed to Licensee Attachments without approval by Licensor as required under this Agreement.

F. Once Licensor has notified Licensee of an Unauthorized Attachment. Licensee shall submit an Exhibit B Application for Pole License to request an authorization for the Attachment. An Exhibit B Application for Pole License submitted per this provision will be treated like any other Exhibit B Application for Pole License subject to this Agreement. Licensee will be responsible for all fees associated with an Exhibit B Application for Pole License (as identified in this Agreement). If an Exhibit B Application for Pole License is not received by Licensor within ten (10) days of Licensor's notice of an Unauthorized Attachment, Licensee has sixty (60) days from the date of the Unauthorized Attachment notification to vacate the Pole. If Licensee fails to remove Licensee's facilities within such sixty (60) day period, Licensor shall have the right to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities or disruption of Licensee's Services.

18. COMPLIANCE WITH LAW, ASSUMPTION OF RISK, AND DISCLAIMER OF WARRANTIES

A. Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of:

1. Workers' compensation laws
2. Unemployment compensation laws
3. The Federal Social Security Law
4. The Fair Labor Standards Act, and
5. All laws, regulations, rules, guidelines, policies, orders, permits and approvals or any governmental authority relating to environmental matters including but not limited to Hazardous Materials and/or Occupational Safety and Health Act ("OSHA").

B. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTIES AS TO THE CONDITION OR SAFETY OF LICENSOR'S POLES, ANY ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN OR SURROUNDING THE SAME, OR THE PREMISES SURROUNDING THE SAME, LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE. INJURY OR LOSS OF ANY NATURE

WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF POLES AND ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN OR SURROUNDING THE SAME, AND THE PREMISES SURROUNDING THE SAME AND LICENSEE IS SOLELY RESPONSIBLE FOR ALL ALLEGED DAMAGES CLAIMED BY THIRD PARTIES ACCESSING OR WORKING ON OR NEAR LICENSOR'S POLES.

C. EXCEPT AS OTHERWISE PROVIDED HEREIN, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, WITH REGARD TO THIS AGREEMENT AND ANY LICENSE ISSUED HEREUNDER INCLUDING, WITHOUT LIMITATION, ACCESS TO LICENSOR'S POLES OR OTHER FACILITIES.

19. LICENSEE CONTRACTOR QUALIFICATIONS

A. The parties acknowledge that from time to time Licensee may use a Licensee Contractor to perform work for Licensee on, within or in Licensor's Poles.

B. Licensee represents and warrants that any of its employees or Licensee Contractors shall not climb or work on any of Licensor's Poles, or work within Licensor's Right-Of-Way unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles and to perform the work safely.

C. Licensee assumes all risk of Licensee Contractors and agrees, to the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky constitution, to indemnify, defend and hold harmless Licensor from all claims, losses, damages and liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) associated thereto in accordance with the indemnification provision of this License Agreement.

D. When Licensee Contractors are working on, within or in the vicinity of any part of Licensor's Poles or Right-Of-Way, all such Licensee Contractors shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible at all times for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all its employees and Licensee Contractors, for the safety of bystanders, and for insuring that all operations conform to terms and conditions set forth in this Agreement. Licensor reserves the right to suspend Licensee's activities on, within or in the vicinity of Licensor's Poles or Right-Of-Way if, in Licensor's sole judgment, any hazardous condition arises due to the activity (including both acts and omissions) of any Licensee Contractor or Licensee employee, which suspension shall cease when the condition has been rectified.

E. Licensee represents and warrants that all Licensee Contractors shall maintain the same insurance coverage and limits as are required of Licensee under this Agreement.

F. Licensee acknowledges that all Licensee Contractors are not Licensor's employees or agents and Licensee assumes full responsibility for their actions or omissions to act. Licensee shall be solely responsible for the payment of compensation of Licensee's employees, contractors or agents assigned to

perform work hereunder and such employees, contractors and agents shall be informed that they are not entitled to the provision of any Licensor benefits. Licensor shall not be responsible for payment of workman's compensation, disability benefits, and unemployment insurance or for withholding or paying employment related taxes for any employee of Licensee, but such responsibility shall be solely that of Licensee. In the event that any federal, state or local government agency, any court or any other applicable entity determines that the personnel provided by Licensee or any permitted Licensee Contractor are employees of Licensor for any purpose, to the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky constitution, Licensee agrees to indemnify, defend and save harmless Licensor from all liabilities, costs, and expenses (including, but not limited to, reasonable attorney fees) associated with such determination in accordance with the indemnification provision of this License Agreement.

G. Any work by Licensee Contractors on, within or in Licensor's Poles or Right-Of-Way shall be done only when specific authorization for such work has been obtained in writing in advance from Licensor pursuant to the terms and conditions of this Agreement. The parties agree that all work shall be performed according to existing industry standards and practices and the requirements and specifications set forth in this Agreement and any License issued hereunder.

20. DEFAULT

A. In addition to other events of defaults defined anywhere else in this Agreement, any one of the following shall be deemed the occurrence of a default under this Agreement:

1. Failure by Licensee to pay when due any fee or other sum required to be paid under applicable law or the terms of this Agreement.
2. Failure by either party to perform or observe any other term, condition, covenant, obligation, or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from the other party (provided that if such default is not curable within a thirty (30) day period, the period may be extended if the party substantially commences to cure such default and proceeds diligently thereafter to effect such cure).
3. The filing of any tax or lien against Poles because of any act or omission by Licensee which is not bonded or discharged within thirty (30) days of the date of notice to Licensee that such lien has been filed;
4. Licensee's or Licensor's voluntary or involuntary bankruptcy;
5. Licensee's use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;
6. If any authorization which may be required of Licensee by any governmental or private authority for the placement, operation, or maintenance of Licensee's Attachments is denied or revoked.

B. In the event of a default and subject to any other applicable provision of this Agreement, the non-defaulting party, without any further notice to the defaulting party (except where expressly provided for below or required by applicable law), may do any one or more of the following:

1. Perform on behalf and at the expense of the defaulting party, any obligation of the defaulting party under this Agreement which the defaulting party has failed to perform and of which the non-defaulting party shall have given the defaulting party notice, the cost of which performance shall be paid by the defaulting party to the non-defaulting party upon demand;
2. Terminate this Agreement by giving sixty (60) days written notice of such termination to Licensee and remove Licensee's Attachments and store Licensee's facilities in a public warehouse or elsewhere at the expense of and for the account of Licensee without Licensor being deemed guilty of trespass or conversion, and without Licensor becoming liable for any loss or damages to Licensee occasioned thereby; or
3. Exercise any other legal or equitable right or remedy that the non-defaulting party may have.

C. Upon termination of this Agreement by the non-defaulting party, the defaulting party shall remain liable to the non-defaulting party for any and all payments which may be due or sustained in accord with this Agreement prior to such termination.

D. All rights and remedies of the non-defaulting party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

E. Nothing in this section limits the Licensee's authority to terminate this Agreement pursuant to 200 KAR 5:312.

21. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. To the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky Constitution, Licensee shall compensate Licensor for the full actual loss, damage or destruction of Licensor's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation, or maintenance of Licensee's Attachments).

B. To the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky Constitution, Licensee agrees to defend, indemnify, protect and hold harmless Licensor and its officers, directors, employees, shareholders, successors, assigns, agents, affiliates, representatives, partners, and contractors from and against any and all claims, actions, administrative proceedings (including, without limitation, informal proceedings), judgments, damages, penalties, fines, cost, liabilities, interests, or loss, including, without limitation, reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature suffered

by or asserted against Licensor in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments, except to the extent caused by the negligence or willful misconduct or made at the direction of Licensor or Licensor's affiliates, agents, officers, employees and assigns). Licensee expressly assumes all liability for actions by its affiliates, agents, officers, employees, or Licensee Contractors and expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

C. Without limiting any of the foregoing, to the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky Constitution, Licensee assumes all risk of, and agrees to relieve Licensor of any and all liability for, loss or damage (and the consequences of loss or damage) to any facilities placed on Licensor's property and any other financial loss sustained by Licensee, except to the extent caused by the negligence or willful misconduct on the part of Licensor or Licensor's agents, officers, employees, and assigns.

D. Without limiting the foregoing, to the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky Constitution, Licensee expressly agrees to indemnify, defend, and hold harmless Licensor and Licensor's agents, officers, employees and assigns from any and all claims asserted by end users/customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the negligence or willful misconduct of Licensor or Licensor's agents, officers, employees, and assigns, or its contractors.

E. Notwithstanding anything to the contrary in this Agreement, to the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky Constitution, Licensee further shall indemnify and hold harmless Licensor, its agents, officers, employees, and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the Licensor suffers or incurs because of:

1. Any discharge of Hazardous Materials resulting from acts or omissions of Licensee, Licensee Contractors or Licensee's predecessor in interest;
2. Acts or omissions of Licensee, its agents, employees, Licensees, or representatives in connection with any cleanup required by law, or
3. Failure of Licensee or Licensee Contractors to comply with Environmental, Safety and Health Laws.

F. In the event of any claim, demand or litigation specified the indemnity provision, the party to be indemnified (the "Indemnified Party") shall give prompt notice to the other party (the "Indemnifying Party") of such claim, demand or litigation. The Indemnifying Party shall have sole control of the defense of any action or litigation on such a claim or demand (including the selection of appropriate counsel) and all negotiations for the settlement or compromise of the same, except that the Indemnifying Party may not make any non-monetary settlement or compromise without the Indemnified Party's consent, which consent shall not be unreasonably withheld. The Indemnified Party shall cooperate with the Indemnifying Party in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent the Indemnified Party from participating in the defense and/or

settlement of any claim, demand or litigation by the Indemnified Party's own counsel at the Indemnified Party's own expense.

G. SUBJECT TO THE PROVISIONS OF 200 KAR 5;312, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY SUCH PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF SUCH PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED OR WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

22. INSURANCE

A. Licensee or Licensee Contractors shall obtain and maintain, in full force and effect at all times, during operations covered by this Agreement, such minimum insurance as will cover the obligations and liabilities of Licensee, its agents, and its employees which may arise from the operations under this Agreement. Insurance shall have limits of not less than Commercial General Liability policy of minimum limits of:

General Aggregate	\$ 2,000,000 per policy period
Products/Completed Operations Aggregate	\$ 2,000,000 per policy period
Personal Injury/Advertising	\$ 2,000,000 per occurrence
Each Occurrence	\$ 2,000,000 per occurrence
Fire Legal Liability	\$ 50,000 any one fire

B. The policy will be endorsed to show the above aggregate limits applying to "each" job site or, as an alternative, the General Aggregate will be increased to \$4,000,000 per policy period. Policy will also specifically state the coverage applies to all operations conducted by the Licensee, its employees, or agents on behalf of Licensee or subsidiary.

C. Where the performance of the work involves structural property, underground property, or blasting, Licensee's Commercial General Liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this Agreement for property damage:

1. arising out of blasting,
2. arising out of collapse of, or structural injury to, any building or structure or
3. To underground facilities and utilities.

D. Other general liability forms are acceptable in lieu of the Commercial General Liability Form however they are not to be used without written approval from Licensor.

1. Business Automobile Liability policy with minimum limits of:

Bodily Injury	\$2,000,000 per accident
Property Damage	\$ 2,000,000 per accident
OR	

Combined Single Limit \$ 2,000,000 per accident

The policy will be issued using symbol "1 - any auto" coverage.

2. Workers Compensation:

Part 1 - Medical Benefits Statutory

Part 2 - Employer's Liability as indicated:

- Bodily Injury by Accident \$ 1,000,000 each accident
- Bodily Injury by Disease \$ 1,000,000 each employee
- Bodily Injury by Disease \$ 1,000,000 policy limit

E. The policy will show the state in which operation on behalf of the Licensee and/or subsidiary is being conducted. For operations conducted within monopolistic (state fund) states, Licensee will furnish a certificate of compliance from the appropriate state fund administrator.

F. In each and every policy except workers' compensation, Licensor and its subsidiaries shall be named an "additional insured" with respect to activities performed on behalf of the Licensee and its subsidiaries.

G. Coverage provided by the policies listed in this paragraph will be issued by an insurance company, licensed in the state in which operations on behalf of the Licensee are to be conducted. It is acceptable to use both primary and excess/umbrella policies to obtain necessary limits. The worker's compensation policy must contain a waiver of subrogation clause.

H. Licensee will furnish to Licensor, a certificate evidencing insurance coverage under sub-paragraphs 22(A) and (D). Such certificate or Licensee shall provide for a thirty (30) day prior notice to the Licensor of any cancellation or material changes in coverage and shall be signed by a legal representative of the issuing insurance company. The certificate of insurance shall be sent to Licensor's contact identified in Exhibit E.

I. The provisions of sub-paragraphs 22 (A) and (D) shall also apply to all Licensee Contractors and Licensee shall be responsible for their compliance herewith.

23. NOTICES

Any and all notices to a party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or (d) delivered by electronic mail; provided that a paper copy is also sent via methods (a), (b), or (c) of this Section. Notices will be deemed given as of the earliest of: the date of actual receipt; the next business day when sent via express overnight delivery service; five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or on the date set forth on the confirmation produced by the sent confirmation when sent prior to 5:00 p.m. in the recipient's time zone, but the next business day when delivered at 5:00 p.m. or later in the recipient's time zone. Notices will be addressed to the parties as set forth in Exhibit E as may be updated in writing by the parties from time to time in accordance with method set forth under this Section 23.

24. CONFIDENTIALITY

Except as required by the Kentucky Open Records Act (KRS 61.870 to 61.884), neither party shall at any time disclose, provide, demonstrate or otherwise make available to any third party any of the terms or conditions of this Agreement or any materials provided by either party specifically marked as confidential, except upon written consent of the other party, or as may be required by applicable law or governmental authorities. Notwithstanding the foregoing, nothing in this Section shall prevent disclosure to a party's authorized legal counsel who shall be subject to this confidentiality section, nor shall it preclude the use of this Agreement by the parties to obtain financing, to make or report matters related to this Agreement in any securities statements, or to respond to any requests by governmental or judicial authorities; provided, however, that any such disclosure shall be limited to the extent necessary, and shall be made only after attempting to obtain confidentiality assurances. Notwithstanding the foregoing, prior to making any disclosure in response to a request of a governmental authority or legal process, the party called upon to make such disclosure shall provide notice to the other party of such proposed disclosure sufficient to provide the other with an opportunity to timely object to such disclosure. Notwithstanding the foregoing, Licensor may, without notice to Licensee: (i) negotiate or enter into any agreement with any other person(s) or entity(ies) that is identical or similar to this Agreement; and (ii) provide the text of all or part of this Agreement to any other party, so long as Licensor shall redact therefrom all references to Licensee and shall not associate such text with Licensee or identify Licensee as having agreed to such text or terms.

25. DISPUTE RESOLUTION

A. Except in the case of:

1. A suit, action, or proceeding by one party to compel the other party to comply with its obligation to indemnify the other party pursuant to this Agreement, or
2. A suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy, or claim arising out of or relating to this Agreement or its breach.

B. In accordance with the provisions of KRS Chapter 45A, at the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy, or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative nonbinding dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for the purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any subsequent proceeding without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

C. If a resolution of the dispute, controversy or claim is not reached within ninety (90) days of the initial written request referred to in this Section 25, the dispute, controversy, or claim may be filed with

the State utility commission or the Federal Communication Commission, if applicable, for review and determination, provided the party invoking the commission's intervention process has in good faith negotiated, or attempted to negotiate, with the other party pursuant to this Section 25.

D. Except as otherwise provided in this Agreement under the Indemnification or Default provision or elsewhere, each party shall bear its own costs, including attorneys' fee, incurred in connection with any of the foregoing procedures. A party-seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs).

26. TAXES

Licensor shall pay all taxes and assessments lawfully levied on its own property and services subject to this Agreement. Licensee, a sovereign entity, is not subject to taxation.

27. WAIVER

Failure by either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

28. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the parties and may be enforced solely by the parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, except as provided herein.

29. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance of any part of this License Agreement or License issued hereunder from any cause beyond its reasonable control and without its fault, omission or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, labor strikes, lockouts or work stoppages or severe weather ("Force Majeure Event"). In the event of a Force Majeure Event, upon giving prompt notice to the other party, the due date for performance by the affected party of its original obligation(s) shall be extended by a term equal to the time lost by reason of the Force Majeure Event. In the event that the affected party is able to partially perform its obligations, it shall perform its obligations at a performance level no less than that which it uses for its own operations.

30. ASSIGNMENT

Licensee shall not assign, transfer, allow a change of control to occur if, after the change in control, the Licensee is no longer a governmental entity of the Commonwealth of Kentucky, or sublet the privileges hereby granted, or sell, lease or otherwise permit the use of its facilities or any part thereof (all of the foregoing being "Transfers"), without prior consent in writing of Licensor. No such consent granted by Licensor shall be effective until Licensee's assignee, sublessee or other transferee has agreed, on an enforceable separate document signed and delivered to Licensor, to assume all obligations and

liabilities of Licensee under this Agreement. Licensor may condition such consent upon the assignee's, sublessee's or transferee's agreement to reasonable or additional or modified terms or conditions. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual without the prior consent of Licensee. Notwithstanding the foregoing, Licensee may assign or otherwise transfer this Agreement or any of its rights and interests herein to any other governmental entity of the Commonwealth of Kentucky without consent but upon written notice, as long as that entity is a Competitive Local Exchange Carrier or has filed an application to become a Competitive Local Exchange Carrier with the Kentucky Public Service Commission in accordance with Ky.Rev.Stats.Ch.278.

31. APPLICABLE LAW

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the state in which the Attachments hereunder are to be located. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines now in effect and that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and conditions(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline. Should any term of this Agreement be determined by a court or agency with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect. Venue for any legal action arising under this Agreement shall be in the Franklin Circuit Court, Frankfort, Kentucky.

32. WAIVER OF JURY TRIAL

Licensor and Licensee each expressly waive its right to a jury trial.

33. ENTIRE AGREEMENT, MODIFICATIONS, SURVIVAL AND CONFLICTS AND TARIFFS

A. This Agreement cancels and supersedes all previous agreements whether written or oral, except for any sums due thereunder, between Licensor and Licensee with respect to the Licensee's Attachments to Licensor's Poles; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses and authorizations for Attachments granted pursuant to such previous agreements shall continue in effect subject to the terms and conditions of this Agreement.

B. This Agreement may be amended or supplemented at any time only upon written agreement by the parties hereto. Notwithstanding the foregoing, all Exhibits, fees, Licensor procedures and specifications may be modified by Licensor upon thirty (30) day notice to Licensee.

C. Notwithstanding the termination of this Agreement for any reason, Section 18 Compliance with Laws, Assumption of Risk and Disclaimer of Warranties, Section 21 Indemnification and Limitation of Liability, Section 22 Insurance, Section 24 Confidentiality and any other provision intended to survive, shall survive termination to the maximum extent permitted under applicable law. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations period.

D. It is the intent of the parties that the terms and conditions of this Agreement and any applicable Licensor's state tariffs be construed as being consistent where possible. However, in the event of a conflict or difference between the terms and conditions of this Agreement and Licensor's state tariff, the terms of the applicable state tariff shall control.

34. AUTHORITY AND COUNTERPARTS AND ELECTRONIC SIGNATURES

A. Each party represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state in which the obligations under this License Agreement are to be performed. Each party warrants that it has full power and authority to execute and deliver this License Agreement and to perform its obligations hereunder.

B. This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

LICENSOR

Windstream Kentucky East, LLC

BY: Barry Bishop
NAME: Barry Bishop
TITLE: VP- OPERATIONS
DATE: 7-12-16

LICENSEE

The Commonwealth of Kentucky, Kentucky Communications network authority and the Finance and Administration Cabinet

BY: William M. Landrum
NAME: WILLIAM M. LANDRUM
TITLE: Secretary, FAC
DATE: 11 July 2016

EXHIBIT A
DEFINITIONS

“Application for Pole License” - A written request submitted in the form of Exhibit B from Licensee to Licensor requesting authorization to attach Licensee owned facilities to Poles in accordance with this Agreement.

“Attachment(s)” – any facilities, cables or equipment attached to Poles or any other property owned or controlled by Licensor.

“Effective Date” - is the date this Agreement is last signed by the parties.

“Force Majeure Event” – shall have the meaning set forth in Section 28 of the Agreement.

“Hazardous Materials” -

Any substance, material or waste now or hereafter defined or characterized as hazardous, toxic or dangerous as defined by the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) of 1980, as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, and rules, including but not limited to the Occupational Safety and Health Act (“OSHA”).

Any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, rules, ordinance, or authority.

Any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

“License” – is the specific nonexclusive and revocable permission from Licensor, in the form of a Licensor countersigned and returned Application for License, to Licensee authorizing Licensee to attach its facilities as applied for to Licensor Poles in accordance with this Agreement.

“Licensee Contractors” - shall have the meaning set forth in Section 10(A) of the Agreement.

“Make Ready Estimate” – is Licensor’s estimated cost to perform Make Ready Work on Licensor’s facilities on Poles to accommodate Licensee’s Attachment as requested in an Application for Pole License.

“Make Ready Work” - all Licensor, joint owner or other existing attacher work to prepare Licensor’s Poles and related facilities for the requested Attachment of Licensee’s facilities but not the actual placement of Attachments or administrative activities related to inquiries, verifications, requests or applications.

“Overlashing or overlashed” – lashing of an additional Licensee owned cable to Licensee’s own existing cable and/or strand attached to a Pole as set forth in Section 11 of this Agreement.

“Pole(s)”- a pole owned solely or jointly by Licensor or Poles owned by others to the extent that and for so long as Licensor has the right to permit others to be attached in the communications space.

“Pole Attachment Fee” - the fee paid annually per Attachment on a Pole. For billing purposes, a single Attachment includes the point of Attachment and all facilities located in the usable space on the Poles in the space assigned to Licensee (typically six inches above and six inches below the point of Attachment). If Licensee occupies more than one foot of usable space on Poles, separate Pole Attachment Fees shall apply to each one foot of space occupied.

“Right-of-Way” - right-of-way owned or controlled by Licensor.

“Unauthorized Attachment” – shall have the meaning set forth in Section 17 (A) and 17(E) of the Agreement.

EXHIBIT B

FORM APPLICATION FOR POLE LICENSE

NOTE TO LICENSEE IF LICENSEE CHOOSES NOT TO PROCEED WITH THE APPLICATION - LICENSEE WILL BE BILLED FOR LICENSOR/WINDSTREAM'S ENGINEERING AND ADMINISTRATIVE TIME.

**EXHIBIT B
Windstream CORPORATION
APPLICATION FOR POLE LICENSE**

PROPOSAL #: _____

Submit in Duplicate

Name of Firm/Licensee Applying: _____ Contact Name, Phone # _____

windstream

EMAIL ADDRESS _____

Street Address, City, ST, ZIP of Firm Applying _____ Licensee Authorized Signature & Date: _____

By this application & signature, Licensee agrees to pay all engineering and administrative fees associated with this application even if Licensee chooses NOT to proceed with the project. All ESTIMATED fees, including engineering & make-ready MUST BE PAID IN FULL UP FRONT. NON PAYMENT OF FEES WILL RESULT IN THIS APPLICATION AND ALL FUTURE APPLICATIONS BEING PLACED ON HOLD. NOTE: Final costs will be determined by actual time & material required to do the make-ready work. Any difference in charges will be billed accordingly.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
Licensee to complete	Licensee to complete	Licensee to complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Windstream to Complete	Windstream To Complete	Windstream To Complete
Windstream Lead & Structure No. (Pole No.)	Power Pole No.	Location: Street, City, Township, Zip Code	Height, Class, Ownership of Pole	Hgt of highest Tel Cable	Hgt of highest Tel Drop	Hgt of lowest Power Cable	Hgt of other attachments on pole	# & type of Attachments	Height Licensee to attach at	Licenseor Work Description	ENR for Rent Y or N
1											
2											
3											
4											
5											
6											
7											
8											
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23											
24											
25											
ESTIMATED TOTAL COSTS											
PLEASE ATTACH DRAWINGS TO THIS APPLICATION - IT WILL NOT BE PROCESSED WITHOUT THEM											

Submitted by: Windstream Corporation, Attn: Nicki Smith, 1422 Enterprise Parkway, Edinburg, TX 78541, or by email to: Nicki.Smith@windstream.com or Nicki.Smith@windstream.com

Acknowledged and Agreed to by Licensee: _____ Name Title Date

EXHIBIT B CONTINUED

Windstream Pole Attachment Data Sheet
EXHIBIT B - PART II

WINDSTREAM POLE NUMBER		POWER POLE NUMBER		
STREET LOCATION		NAME OF ATTACHER		
CITY/BORO/TOWNSHIP		DATE	FIELD PERSONNEL NAME	
ATTACHMENT TYPE <input type="checkbox"/> Cable <input type="checkbox"/> Power Supply <input type="checkbox"/> Service Drop <input type="checkbox"/> Overhead Guy				
POLE SIZE	TRANSFORMER/DEVICE ON POLE <input type="checkbox"/> Yes <input type="checkbox"/> No	STREET LIGHT <input type="checkbox"/> Yes <input type="checkbox"/> No	STREET LIGHT BRACKET HEIGHT	
GUYING REQUIRED FOR ANGLE, CORNER, OR TAP POLE CONSTRUCTION <input type="checkbox"/> Yes <input type="checkbox"/> No		CONDUIT RISER <input type="checkbox"/> Yes <input type="checkbox"/> No; If yes ⇒ <input type="checkbox"/> Primary <input type="checkbox"/> Secondary		
MAKE READY WORK		REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, PROVIDE ADDITIONAL DETAIL	
POLE DRAWING	POLE NO. ⇒	BEFORE	AFTER	
	*TYPE OF POWER ATTACHMENT ⇒	<input type="checkbox"/> Neutral <input type="checkbox"/> Secondary		
	Company Name 1. _____ 2. _____ 3. _____ 4. _____	Pole Side 		
	SPAN	MID-SPAN HEIGHT Ft.	SPAN CROSSES OVER (Check all that apply) <input type="checkbox"/> Body of Water <input type="checkbox"/> Street <input type="checkbox"/> Driveway <input type="checkbox"/> Field <input type="checkbox"/> Interstate <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Building <input type="checkbox"/> Railroad <input type="checkbox"/> Yard <input type="checkbox"/> Parking Lot	
NOTE				

EXHIBIT C

REMOVAL NOTICE AND LICENSE SURRENDER FORM

NOTIFICATION OF SURRENDER

Notification No. _____

Date: _____

City & State: _____

In accordance with the terms and conditions of the license agreement between us, dated _____, notice is hereby given that the License covering Attachments to the outside plant structures, as shown on the attached sketch, is surrendered.

Licensee: _____

Signature: _____

By (Print/Type): _____

Title: _____

Date: _____

Date Surrender Notice Received: _____

Licensor: _____

Signature: _____

By (Print/Type): _____

Title: _____

Date: _____

EXHIBIT D

SCHEDULE OF RATES, FEES AND CHARGES

	Annual
Attachment Rate (per Attachment) **	<u>2-User - \$12.12, 3-User - \$5.64</u> <u>Anchor 2-User - \$9.16, 3-User - \$6.10</u>
Agreement Fee	\$ <u>400.00</u>
Application for Pole License Fee	\$ <u>75.00 per application</u>
Unauthorized Attachment fee	\$ <u>Per Section 17 of the Agreement</u>

**** If Attachments are in a non-tariffed state, the rental rate is subject to annual adjustment based on FCC Calculation.**

EXHIBIT E

NOTICES CONTACT INFORMATION

IF TO LICENSOR

windstream.poles@windstream.com

Windstream Kentucky East, LLC

Attn: Poles

P.O. Box 25410

Little Rock, AR 72221

IF TO LICENSEE:

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

With a copy to for Notice

**COMMONWEALTH OF KENTUCKY
Finance & Administration Cabinet
Office of General Counsel
702 Capitol Ave.
Room 383, Capitol Annex
Frankfort, KY 40601**

**LEDCOR TECHNICAL SERVICES
Attn: Ledcor Legal Department
1200 1067 West Cordova
Vancouver, BC
V6C-1C7
Canada**

**LEDCOR TECHNICAL SERVICES
Attn: Jan Summarell
188 Columbia Lane E.
Shepherdsville, KY 40165**

ENGINEERING CONTACT FOR LICENSEE

Company Name	NG-KIH DB LLC
Name of Responsible Party	Max Comstock
Address	6800 West 115 th St. Suite 2292 Overland Park KS 66211
Phone	913-458-4729
Fax	
Email	comstockme@bv.com

INVOICING / BILLING CONTACT FOR LICENSEE

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

with copy to

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

WIN ILEC vrs 2.1.14 (Poles only)

504392v3

Windstream - Fayette County

Person, entity, organization (including any Windstream Affiliate)

AT&T

Blue Grass Energy

Charter Communications

Kentucky Utilities

KIH (KY Information Highway)

Mobilitie

Shelby Energy

Spectrum Cable TV

Time Warner

Jackson Energy

MetroNet

Fibertech Networks LLC

Cingular Wireless