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**WINDSTREAM KENTUCKY EAST, LLC'S
RESPONSE TO CMN-RUS, INC.'S
SECOND SET OF REQUESTS FOR INFORMATION
REQUEST No. 17**

From: Roberts, Travis
Sent: September 20, 2018 8:27 AM
To: Henson, Jason
Subject: FW: Windstream - Amendment Termination Notice

From: Foos, Ryan <FoosR@bv.com>
Sent: Monday, May 01, 2017 9:53 AM
To: Henson, Jason <Jason.Henson@windstream.com>; Lloyd, James <James.Lloyd@windstream.com>
Cc: Roberts, Travis <Travis.Roberts2@windstream.com>; Edwards, Kimberly <Kimberly.Edwards@windstream.com>; Bickley, William (Hunter) <BickleyH@bv.com>; Olivarez, Darin <OlivarezD@bv.com>; Farias, Jenae <FariasJ@bv.com>; Williams, Jamil <WilliamsJ3@bv.com>
Subject: Windstream - Amendment Termination Notice

Jason,

We will no longer be submitting more than 300 poles per month, and will not require Windstream to process more than 300 poles per month in connection with the Kentucky Information Highway project. Our expectation is the Windstream will work as many of the 1,200+ poles, which are currently submitted, during the month of May and only up to 300 in June and beyond. Please let us know your thoughts and concerns regarding this termination. Below is the language from the First Amendment to KIH and Windstream PAA. Thank you.

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.

Ryan Foos | Utility Coordination Manager, Telecommunications

Black & Veatch Corporation, On Behalf of NG-KIH DB LLC

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NG-KIH DESIGN-BUILD LLC

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