

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION
CASE NO. 2018-00310

RECEIVED

NOV 20 2018

PUBLIC SERVICE
COMMISSION

In the matter of:

APPLICATION OF SHELBY ENERGY COOPERATIVE, INC.
FOR AUTHORIZATION OF CHANGES IN SERVICE
TERRITORY WITH BLUE GRASS ENERGY COOPERATIVE CORPORATION

RESPONSE OF SHELBY ENERGY COOPERATIVE, INC.
TO COMMISSION STAFF'S SECOND REQUEST FOR
INFORMATION

Comes now Shelby Energy Cooperative, Inc. ("Shelby Energy"), by counsel, and for their Response to Commission Staff's Second Request for Information states as follows:

Request No. 1: State whether Brian Richardson, the staking technician for Shelby Energy, has authority to bind Shelby Energy in this agreement. If not, provide an agreement consistent with agreements Shelby Energy has filed in previous Commission cases, 2014-00223 and 2016-00358.

Response: Upon review of this inquiry, and upon advice of counsel, Shelby Energy provides an agreement signed by Randy Stevens, Senior V.P. Power Delivery, and Greg Harrington, Chief Operating Officer of Blue Grass Energy. As an Officer of Shelby Energy, Randy Stevens has the authority to bind Shelby Energy in this Agreement. See attached Appendix "A."

Request No. 2: State the manner in which the owner of the Snook Property was given notice of the proposed change in service territory.

Response: The owners of the Snook Property were given notice via first-class and certified mail. However, as of the date of this response, they have not signed for same. See

attached Appendix "B." However, service to the property was requested by C & J Services, LLC, a subcontractor of Uniti Towers, LLC. Uniti Towers is an agent of New Cingular Wireless PCS, LLC, who obtained a lease from Roy Gene Snook and Ollie Snook on the property in question on March 6, 2017. A copy of same, recorded in both Franklin and Shelby Counties, is attached as Appendix "C." On June 15, 2018, New Cingular Wireless assigned their Lease on the property to Uniti Towers, LLC. A copy of said Assignment is attached as Appendix "D."

Request No. 3: State whether the owner of the Snook Property has agreed to the proposed change in service territory. If yes, state the manner in which the owner of the Snook Property agreed to the proposed changed in service territory.

Response: It is unknown if the owners of the Snook property have agreed to the proposed change in service territory. Currently, there is not service to any portion of the Snook property, either by Shelby Energy or Blue Grass Energy. The proposed change in service territory has been disclosed and agreed to by C & J Services, LLC, acting on behalf of Uniti Towers, LLC and New Cingular Wireless, PCS, LLC, who has obtained the Lease as mentioned above from the owners of the Snook property and whose improvement thereon will be provided power by Blue Grass Energy should the proposed change be granted.

Request No. 4: State whether Shelby Energy has ever provided service to any portion of the Snook Property in the past. If yes, state the nature of the prior service and the dates of prior service.

Response: Shelby Energy has not provided service to any portion of the Snook Property in the past. Although the property lies partially in Shelby Energy's territory, there is currently no service to the property and it is not believed there has ever been service.

Request No. 5: State whether Blue Grass Energy has ever provided service to any portion of the Snook Property in the past. If yes, state the nature of the prior service and the dates of prior service.

Response: Blue Grass Energy has not provided service to any portion of the Snook Property in the past. Although the property lies partially in Blue Grass Energy's territory, there is currently no service to the property and it is not believed there has ever been service.

Request No. 6: Refer to Shelby Energy's Commission Staff's First Request for Information, Response to Request No. 5, in which Shelby Energy states that "it is believed that Hon. Howard Downing, Counsel for Blue Grass Energy, has submitted these costs to the Commission." Provide these costs, as Mr. Downing has not provided them to the Commission.

Responses: This information was provided in the Amended Response of Shelby Energy Cooperative, Inc. to Commission Staff's First Request for Information. However, that information is as follows, as provided by Blue Grass Energy to Shelby Energy.

The estimated costs as provided by Blue Grass Energy are as follows:

\$11,378.14 for the first 1000 feet, at no charge per the PSC tariff.

Construction cost for the additional 929 feet is \$4,342.25, to be paid by the member.

Respectfully submitted,



ALAN Q. ZARING
ATTORNEY FOR SHELBY ENERGY COOPERATIVE, INC.
ZARING & SULLIVAN LAW OFFICE, PSC
P O BOX 226
NEW CASTLE, KY 40050
(502) 845-2222
alan.zaring@zsfirm.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Application was mailed to the following on the ____ day of November, 2018, U.S. mail, postage prepaid:

Mr. Greg Harrington
Vice President, Engineering & Operations/COO
1201 Lexington Road
Nicholasville, KY 40340

Hon. Howard Downing
109 South First Street
Nicholasville, KY 40356



ALAN Q. ZARING
ATTORNEY FOR SHELBY ENERGY COOPERATIVE, INC.
ZARING & SULLIVAN LAW OFFICE, PSC
P O BOX 226
NEW CASTLE, KY 40050
(502) 845-2222
alan.zaring@zsfirm.com

AGREEMENT TO AMEND CERTIFIED SERVICE TERRITORY BOUNDARY

WHEREAS, a certain property located on Lebanon Road, Frankfort, Kentucky, is currently on the boundary line of the territory serviced by Blue Grass Energy and Shelby Energy Cooperative, Inc., and

WHEREAS, said property is owned by Ollie and Roy Gene Snook, pursuant to Deed Book 537, Page 357, Parcel ID#104-00-020, of the Shelby County Clerk's Office, and

WHEREAS, C&J Services, LLC, a subcontractor for Unity Towers, LLC, has applied for electric service to a cellular tower located on the Snook property, and

WHEREAS, the location of said tower is within the service territory of Shelby Energy Cooperative, Inc., and

WHEREAS, Shelby Energy Cooperative, Inc. and Blue Grass Energy agree that this location would be more conveniently and economically serviced by Blue Grass Energy, and

WHEREAS, Shelby Energy Cooperative, Inc. and Blue Grass Energy understand that a change in the service territory boundary is necessary,

IT IS HEREBY AGREED AS FOLLOWS:

1. Blue Grass Energy may provide service to the Snook property described above.
2. The parties agree that it is appropriate to amend the certified service territory boundary to said property.
3. This Agreement does not affect any other certified service territories of the respective utilities.
4. This Agreement shall go into full force and effect upon order of the PSC approving same.

SHELBY ENERGY COOPERATIVE, INC.

By: Randy K. Stevens
Randy K. Stevens
Senior V.P. Power Delivery

Date: 11-12-18

BLUE GRASS ENERGY

By: Greg Harrington
GREG HARRINGTON/COO

Date: 11-13-18

EXHIBIT

A



**ZARING &
SULLIVAN**
LAW OFFICE

10 South Main Street
P O Box 226
New Castle, KY 40050
502.845.2222
Fax 502.845.8006

Alan Q. Zaring
David S. Sullivan
Neil S. Hackworth, Of Counsel
www.zsfirm.com

By Appointment Only:
600 Main Street
Shelbyville, KY 40065
502.647.1675
Fax 502.845.8006

November 13, 2018

Ollie & Roy Gene Snook
3195 Harvieland Road
Frankfort, KY 40601
VIA CERTIFIED & FIRST-CLASS MAIL

RE: Shelby Energy/Blue Grass Energy territory amendment

Dear Snook family:

I represent Shelby Energy Cooperative, Inc. As you are aware, a company named C & J Services, LLC, a subcontractor for Unity Towers, LLC, has applied for electrical service to the cellular tower located on property owned by you. While this currently lies within Shelby Energy's service territory, it can be most effectively serviced by Blue Grass Energy, as they currently provide service closer to the tower. Both Shelby Energy and Blue Grass Energy have agreed this is the best way to provide service. However, the Kentucky Public Service Commission has to sign off on any changes in utility service territories, which is not a simple process.

At this point, the PSC needs proof that you are aware of, and agree to, this change in territory. That can best be accomplished by the enclosed document, which I have prepared. Please review it carefully and let me know if you have any questions or concerns. If all meets your approval, please sign and return to me in the enclosed envelope.

Thank you for your assistance in this regard.

Very truly yours

ALAN Q. ZARING

AQZ:cdb

Enc.



7014 2120 0004 3762 5417

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To	
Street & Apt. No., or PO Box No.	
City, State, ZIP+4	

PS Form 3800, July 2011

MEMORANDUM OF LEASE

Prepared by:

Blue Wave Deployment
Lisa Crammer
13804 Lake Point Circle, Unit 101
Louisville, KY 40223

Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morgans Drive NE
Atlanta, GA 30324

Re: Cell Site # KY 01222; Cell Site Name: Cedarhurst
Fixed Asset # 13800823
State: Kentucky
County: Franklin

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 19 day of March, 2016, by and between Ollie Snider, a widow, having a mailing address of 3195 Harvisland Road, Frankfort, KY 40601, and Roy Gene Shook, an individual, having a mailing address of 3700 Lebanon Road, Bagdad, KY 40003 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morgans Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the 19th day of March, 2016, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

EXHIBIT

C

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Ollie Snook and Roy Gene Snook

By: *Ollie Snook*

Print Name: Ollie Snook

Its: Owner

Date: 12-2-16

By: *Roy Gene Snook*

Print Name: Roy Gene Snook

Its: Owner

Date: 12-2-16

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF FRANKLIN

On the 12 day of December, 2016 before me, personally appeared Ollie Snook and Roy Gene Snook, who acknowledged under oath that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.

[Signature]
Notary Public: Eric A. F. 947157

My Commission Expires: 12-17-19

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: *Russell Barakat*
Print Name: Russell Barakat
Its: Area Manager - TN/KY
Date: 2/6/17

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

On the 6th day of March, 2017, before me personally appeared Russell Barakat, and acknowledged under oath that he is the Area Manager - TN/KY of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Lisa Henderson
Notary Public: Lisa Henderson
My Commission Expires: 7/9/2018

EXHIBIT I

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated March 16, 2014, by and between Ollie Snook, a widow, and Roy Gene Snook, and individual, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

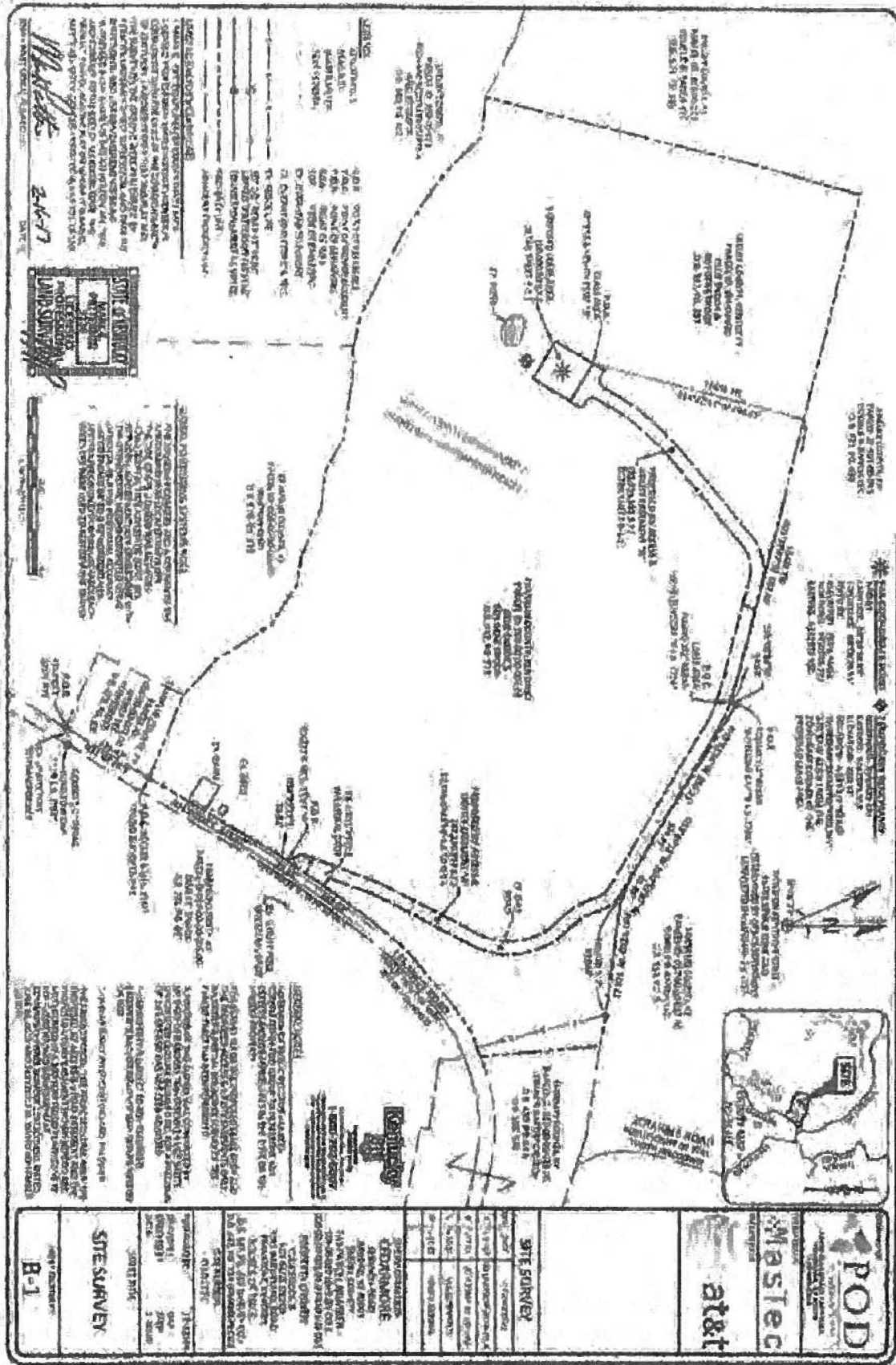
The Property is legally described as follows:
DB 347, Pg 735

7/16: portion west of line lying along the northwest side of Lebanon Road about 0.2 mile west of its intersection with Lebanon Ridge Road is herein described as follows:

Beginning at an Iron Pin in the northwest right-of-way line of Lebanon Road corner to the Lebanon Baptist Church, thence with said right-of-way line for legal calls S 68° 32' 17" W - 80.87' to a Post, thence S 64° 10' 50" W - 88.70' to a Post, thence S 48° 05' 31" W - 118.94' to a Post, thence S 33° 58' 34" W - 68.55' to a Post, thence S 38° 50' 20" W - 57.81' to a Post, thence S 25° 05' 28" W - 145.88' to a Post, thence S 32° 44' 52" W - 70.86'

to an Iron Pin, thence S 25° 15' 20" W - 833.65' to an Iron Pin corner to Wanda Rutherford, thence with Rutherford's line for legal calls N 88° 40' 11" W - 202.58' to an Iron Pin corner to Joseph O. Long, thence with Long's line for legal calls N 48° 52' 01" W - 109.58' to an Iron Pin, thence N 39° 01' 18" W - 145.81' to an Iron Pin, thence N 58° 47' 38" W - 108.88' to a 10" Twin Oak, thence N 83° 11' 33" W - 83.88' to a 12" Oak, thence N 70° 10' 26" W - 123.72' to a 12" Oak, thence N 69° 08' 58" W - 84.43' to a 12" wild Cherry, thence N 83° 38' 15" W - 82.27' to an Iron Pin, thence S 88° 08' 38" W - 60.57' to an Iron Pin corner to Lolana Hutchinson, thence with Hutchinson's line for legal calls N 78° 58' 18" W - 79.78' to a 30" Twin Walnut, thence N 64° 47' 28" W - 218.73' to a 30" Twin Oak, thence N 55° 58' 57" W - 185.80' to a 18" Oak, thence N 48° 36' 03" W - 121.20' to a 12" Twin Oak, thence N 88° 08' 12" W - 91.93' to an Iron Pin corner to Horace Ford, thence with Ford's line for legal calls N 12° 17' 24" E - 887.84' to a 3" Cedar, thence N 13° 12' 02" E - 218.38' to an Iron Pin, thence S 77° 27' 15" E - 114.82' to an Iron Pin, thence N 35° 15' 45" E - 14.58' to an Iron Pin, thence S 69° 32' 64" E - 288.21' to a Post, thence S 83° 38' 40" E - 124.81' to a Post, thence S 83° 41' 58" E - 89.41' to a Post, thence S 84° 31' 30" E - 274.21' to a Post, thence S 83° 22' 43" E - 72.02' to an Iron Pin corner to Lebanon Baptist Church, thence with the line of said Church to the one call S 7° 08' 50" E - 277.35' to the point of beginning. Said tract of land hereinafter herein contains 42.255 Acres as surveyed by C Wayne Cannon Registered Land Surveyor, in May, 1992. Approximately 20.7 Acres of the above described tract is in Shelby County with the remaining 21.5 Acres being in Franklin County.

Being the same property conveyed to Cassius E. Jones, as Trustee, by Ollie Snook, an unmarried widow, by deed dated July, 22, 2014, of record in Deed Book D577 Page 730, in the Office of the Franklin County Clerk and Deed Book, Page in the Office of the Shelby County Clerk.



MEMORANDUM OF LEASE

Prepared by:

Blue Wave Deployment
Lisa Grammer
13804 Lake Point Circle, Unit 101
Louisville, KY 40223

Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324

Re: Cell Site #KYL01222; Cell Site Name: Cedarmore
Fixed Asset #13809823
State: Kentucky
County: Shelby

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 6 day of March, 2017, by and between Ollie Snook, a widow, having a mailing address of 3195 Harveland Road, Frankfort, KY 40601, and Roy Gene Snook, an individual, having a mailing address of 3700 Lebanon Road, Bagdad, KY 40003 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Tenant"),

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the 6 day of March, 2017, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

SHELBY COUNTY
D638 PG351

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above-written.

"LANDLORD"

Ollie Snook and Roy Gene Snook

By: Ollie Katherine Snook
Print Name: Ollie Snook
Its: Owner
Date: 12-12-16

By: Roy Gene Snook
Print Name: Roy Gene Snook
Its: Owner
Date: 12-12-16

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY

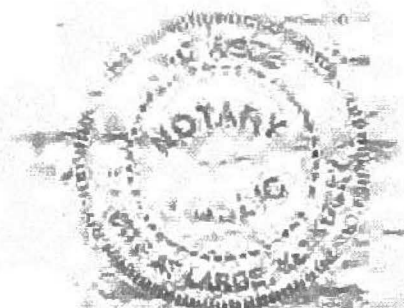
§ 55

COUNTY OF FRANKLIN

On the 12 day of December, 2016 before me, personally appeared Ollie Snook and Roy Gene Snook, who acknowledged under oath that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.

[Signature]
Notary Public: Eric R. C. 547357

My Commission Expires: 12-17-19



"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its Manager

By: *Russell Barakat*
Print Name: Russell Barakat
Its: Area Manager - TN/KY
Date: 3/6/17

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

On the 6th day of March, 2017, before me personally appeared Russell Barakat, and acknowledged under oath that he is the Area Manager - TN/KY of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Lisa Henderson
Notary Public: Lisa Henderson
My Commission Expires: 7/9/2018

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2016, by and between Ollie Snook, a widow, and Roy Gene Snook, and individual, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:
DB 547, Pg 735

That certain tract of land lying along the northwest side of Lebanon Road about 0.2 mile west of its intersection with Lebanon Ridge Road is bounded and described as follows:

Beginning at an Iron Pin in the northwest right-of-way line of Lebanon Road corner to the Lebanon Baptist Church, thence with said right-of-way line for eight calls S. 86° 32' 17" W. - 60.87' to a Post, thence S. 54° 10' 50" W. - 68.76' to a Post, thence S. 48° 05' 31" W. - 118.54' to a Post, thence S. 43° 58' 34" W. - 65.85' to a Post, thence S. 38° 55' 26" W. - 87.81' to a Post, thence S. 35° 05' 26" W. - 185.04' to a Post, thence S. 32° 44' 53" W. - 79.86'

to an Iron Pin, thence S. 22° 15' 20" W. - 333.95' to an Iron Pin corner to Wanda Rutherford, thence with Rutherford's line for one call N. 69° 40' 11" W. - 202.59' to an Iron Pin corner to Joseph O. Long, thence with Long's line for nine calls N. 48° 57' 01" W. - 109.58' to an Iron Pin, thence N. 35° 03' 18" W. - 145.81' to an Iron Pin, thence N. 68° 47' 38" W. - 108.98' to a 10" Twin Oak, thence N. 83° 11' 35" W. - 63.58' to a 12" Oak, thence N. 70° 10' 26" W. - 123.72' to a 12" Oak, thence N. 85° 08' 68" W. - 84.43' to a 12" Wild Cherry, thence N. 83° 38' 18" W. - 122.27' to an Iron Pin, thence S. 85° 08' 38" W. - 60.57' to an Iron Pin corner to Lorena Hutchinson, thence with Hutchinson's line for five calls N. 79° 58' 18" W. - 79.78' to a 30" Twin Walnut, thence N. 84° 47' 28" W. - 214.73' to a 30" Twin Oak, thence N. 55° 38' 57" W. - 161.50' to an 18" Oak, thence N. 48° 38' 03" W. - 121.20' to a 15" Twin Oak, thence N. 86° 08' 14" W. - 91.89' to an Iron Pin corner to Horace Ford, thence with Ford's line for nine calls N. 12° 17' 34" E. - 687.84' to a 9" Cedar, thence N. 13° 12' 02" E. - 216.35' to an Iron Pin, thence S. 77° 27' 15" E. - 1119.20' to an Iron Pin, thence N. 33° 18' 45" E. - 16.58' to an Iron Pin, thence S. 60° 32' 04" E. - 296.21' to a Post, thence S. 61° 38' 40" E. - 124.81' to a Post, thence S. 83° 41' 65" E. - 88.44' to a Post, thence S. 84° 31' 30" E. - 274.21' to a Post, thence S. 81° 22' 49" E. - 72.02' to an Iron Pin corner to Lebanon Baptist Church, thence with the line of said Church for one call S. 7° 08' 55" E. - 277.36' to the point of beginning. Said tract of land described herein contains 42.250 Acres as surveyed by C. Wayne Carroll, Registered Land Surveyor, in May, 1982. Approximately 20.7 Acres of the above described tract is in Shelby County with the remaining 21.5 Acres being in Franklin County.

Being the same property conveyed to Charles E. Jones, as Trustee, by Ollie Snook, an unmarried widow, by deed dated July 21, 2014, of record in Deed Book 6547 Page 732, in the Office of the Franklin County Clerk and Deed Book _____, Page _____ in the Office of the Shelby County Clerk.

DOCUMENT NO. 441178

RECORDED May 30, 2018 11:57:03 AM

TOTAL FEES: \$23.00

COUNTY CLERK: SUE CAROLE PERRY

DEPUTY CLERK LISA VICK

COUNTY: SHELBY COUNTY

BOOK 0638 PAGES 350 - 354



D638 PG354

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is hereby made as of this 16th day of JUNE, 2018 by and between NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Assignor") and UNITI TOWERS LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor (or its predecessor), as tenant, entered into an Option and Lease Agreement dated March 6, 2017 with Olli Snook, a widow, and Roy Gene Snook, an individual, ("Landlord"), whereby Assignor leased from Landlord a portion of real property owned or controlled by Landlord located at 2204 Lebanon Road, Bagdad, KY 40003 in Shelby County, ("Property"); and

WHEREAS, the aforementioned Option and Lease Agreement, memorandum thereof and all amendments, if any, may be collectively referred to herein as the "Lease"; and

WHEREAS, a copy of the Lease is attached hereto as Schedule A; and

WHEREAS, the Lease affects a portion of the Property as more particularly described in the Lease ("Premises"), which Premises was used or was intended to be used by Assignor for constructing, maintaining, using and operating a wireless telecommunications facility; and

WHEREAS, Assignor intends to assign to Assignee all of Assignor's right, title and interest in and to (i) the Lease, (ii) to the extent assignable, any easements or other agreements providing Assignor with access rights with respect to the Premises ("Access Agreements"), (iii) to the extent assignable, all available plans, specifications and drawings regarding Assignor's use of the Premises ("Plans"), and (iv) to the extent assignable, all permits, licenses, clearances, registrations, and approvals relating to the Premises, issued by any federal, state or local governmental authority or agency or other applicable third party pertaining to Assignor's construction, ownership, operation or maintenance of the Premises ("Government Approvals"). The Access Agreements, Plans and Governmental Approvals shall be collectively referred hereafter as the "Other Assets"; and

WHEREAS, Assignee acknowledges that it has reviewed the Lease and the Other Assets, and is familiar with their terms, conditions and provisions; and

WHEREAS, Assignee intends to assume obligations under the Lease and the Other Assets arising on or after, and relating to the period from and after, the date of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby covenant and agree as follows:

1. Assignor's Assignment of Rights. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Lease, subject to the provisions of this Agreement. Assignor further transfers and assigns to Assignee the Plans (to the extent assignable), the Government Approvals (to the extent assignable), and the Access Agreements (to the extent assignable). Assignor shall have no obligation to obtain any consents or approvals from the governmental authority or authorities that issued the Government Approvals, or the grantor(s) under the Access Agreements.

2. Assignee's Assumption of Obligations. Assignee hereby accepts the assignment of the Lease and the Other Assets pursuant to this Agreement, and agrees to perform and assume each and every term, covenant, condition and obligation of Assignor under the Lease and the Other Assets, including but not limited to the obligation to pay all rent and other sums which are due and become due under the Lease, the Government Approvals and the Access Agreements after the date of execution of this Agreement.

3. Assignee's Representations. Assignee represents and warrants to Assignor that it has the power and authority to enter into this Agreement, and to perform its obligations hereunder, and under the Lease and the Other Assets. Assignee further represents and warrants to Assignor that the execution and delivery of this Agreement have been duly authorized by all necessary corporate action, that this Agreement is executed by a duly authorized officer of Assignee, and that this Agreement is the legal, valid and binding obligation of Assignee enforceable in accordance with its terms.

4. Assignor's Representations. Assignor represents and warrants to Assignee that Assignor has the power and authority to enter into this Agreement, and to perform its obligations hereunder, and under the Lease and the Access Agreements. In addition, the execution and delivery of this Agreement have been duly authorized by all necessary limited liability company action, this Agreement is executed by a duly authorized officer, member or manager of Assignor, and this Agreement is the legal, valid and binding obligation of Assignor enforceable in accordance with its terms.

5. Additional Assurances. The parties hereby covenant and agree to sign, execute and deliver or cause to be signed, executed and delivered, any and all additional agreements and instruments, as may be reasonably required by either party for the purpose of effecting the assignment described herein.

6. Indemnification. Assignee hereby agrees to indemnify, defend and hold Assignor, its successors and assigns, and their respective employees, agents and contractors harmless from and against any and all claims, liabilities, losses, judgments, actions, suits, damages, expenses and costs of any kind whatsoever (including, without limitation, reasonable attorneys' fees, court costs and costs of appeal) which may arise or result from (i) Assignee's use or occupancy of the Premises upon and after the date of this Agreement; (ii) Assignee's breach of this Agreement or its failure to comply with any term, covenant or obligation of the Lease, the Access Agreements or the Government Approvals after the date of execution of this Agreement; (iii) any act or omission by Assignee's or any of its agents, contractors, representatives or employees occurring in, on, or around the Premises, excepting however any such claim, liability, loss, judgment, action, suit, damage, expense or cost which arises solely out of Assignor's negligence or willful misconduct or the negligence or willful misconduct of any of Assignor's employees, agents, contractors or employees; and (iv) the falsity of any of the representations or warranties of Assignee hereunder. Assignor hereby agrees to indemnify, defend and hold Assignee, its successors and assigns, and their respective employees, agents and contractors harmless from and against any and all claims, liabilities, losses, judgments, actions, suits,

damages, expenses and costs of any kind whatsoever (including, without limitation, reasonable attorneys' fees, court costs and costs of appeal) which may arise or result from (i) Assignor's use or occupancy of the Premises prior to the date of this Agreement; (ii) Assignor's breach of this Agreement or its failure to comply with any term, covenant or obligation of the Lease, the Access Agreements or the Government Approvals before the date of execution of this Agreement; (iii) any act or omission by Assignor's or any of its agents, contractors, representatives or employees occurring in, on, or around the Premises, excepting however any such claim, liability, loss, judgment, action, suit, damage, expense or cost which arises solely out of Assignee's negligence or willful misconduct or the negligence or willful misconduct of any of Assignee's employees, agents, contractors or employees; and (iv) the falsity of any of the representations or warranties of Assignor hereunder;

7. AS IS/DISCLAIMER. ASSIGNEE SHALL ACCEPT THE LEASE AND ALL OTHER ASSETS AND THE PREMISES ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED. ASSIGNOR SHALL HAVE ABSOLUTELY NO OBLIGATION TO REPAIR, RESTORE, INVESTIGATE OR REMEDIATE ALL, OR ANY PART OF THE PREMISES, OR ANY EQUIPMENT, PERSONAL PROPERTY OR IMPROVEMENT ON THE PREMISES. WITHOUT LIMITING THE FOREGOING, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES; (B) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS; (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES; (E) THE ACCURACY OR COMPLETENESS OF PLANS, GOVERNMENT APPROVALS OR ANY OTHER MATERIALS, DOCUMENTS OR INFORMATION PROVIDED TO ASSIGNEE UNDER THE PROVISIONS OF THIS AGREEMENT OR OTHERWISE; (F) THE ENFORCEABILITY OR EFFECT OF ANY LEGAL, CONTRACTUAL OR OTHER RIGHTS OR OBLIGATIONS PERTAINING TO THE PREMISES; OR (G) ANY OTHER MATTER WITH RESPECT TO THE PREMISES. ASSIGNOR DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR TOXIC SUBSTANCE IN, ON, UNDER OR ABOUT THE PREMISES OR THE COMPLIANCE OR NON-COMPLIANCE OF THE PREMISES WITH ANY AND ALL FEDERAL, STATE OR LOCAL LAWS, ORDERS OR DECREES. THE EXECUTION AND DELIVERY OF THIS AGREEMENT WILL CONSTITUTE AN ACKNOWLEDGMENT BY ASSIGNEE THAT THE PREMISES AND THE LEASE AND OTHER ASSETS WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED ON ASSIGNEE'S OWN INSPECTION THEREOF. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS IN EXISTENCE OR BEING RELIED ON BY ASSIGNEE, AND THAT ASSIGNOR IS NOT LIABLE FOR, OR BOUND IN ANY MANNER BY, ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PREMISES FURNISHED BY ANY BROKER, AGENT OR OTHER PERSON, UNLESS THE SAME ARE EXPRESSLY SET FORTH HEREIN. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNEE HEREBY RELEASES ASSIGNOR AND ITS AGENTS, REPRESENTATIVES, AFFILIATES, MEMBERS, MANAGERS AND EMPLOYEES ("ASSIGNOR'S RELATED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING FROM ANY MATTER OR THING RELATED TO THE LEASES AND THE OTHER ASSETS, THE PREMISES, THE ENVIRONMENTAL CONDITION OF THE PREMISES AND/OR THE PHYSICAL

CONDITION OF THE PREMISES, ASSIGNEE MAY NOT LOOK TO ASSIGNOR OR TO ANY OF ASSIGNOR'S RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE DELIVERY AND EXECUTION OF THIS AGREEMENT.

8. Taxes. Assignee shall pay any and all sales, use and transfer taxes that may be due in connection with the assignment contemplated hereby. To the extent that Assignor is obligated to pay any real property taxes under the Lease, all such real property taxes shall be prorated and adjusted on a fiscal year basis, at such time as the assignment contemplated hereby becomes effective, in accordance with the local custom of real property tax adjustments in the region in which the Premises are located. If the current year's tax bills or receipts are not available, the parties shall use the prior year's tax bills or receipts for purposes of adjusting, and the parties agree to readjust when the current year's tax bills or receipts become available. This obligation shall survive the execution and delivery hereof.

9. Notices. All notices hereunder, in order to be effective, must be in writing, and must be personally delivered or given by either certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows (or to any other address that the party may have designated to the sender by like notice):

To ASSIGNEE:

UNITI TOWERS LLC
Attn: Real Estate Dept.
10801 Executive Center Drive
Shannon Bldg., Suite 100
Little Rock, Arkansas 72211
(501)850-0820 Main Telephone

With a copy to:

UNITI TOWERS LLC
Attn: General Counsel
10802 Executive Center Drive
Benton Bldg., Suite 300
Little Rock, Arkansas 72211

To ASSIGNOR:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: CEDARMORE (KY)
Fixed Asset # 13800823
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site Name: CEDARMORE (KY)
Fixed Asset # 13800823
206 South Akard Street
Dallas, TX 75202-4208

10. Entire Agreement. Assignee and Assignor agree and acknowledge that this Agreement constitutes the full agreement between Assignee and Assignor, provided, however, that a separate, short form of this Agreement shall be executed for purposes of recording. The parties hereby agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered, any and all such further acts and assurances as may be reasonably required to confirm the transfers made pursuant to this Agreement.


11. Capitalized Terms. All capitalized terms used herein shall have the meanings ascribed to them in the Lease unless otherwise defined herein.

12. Consent. Assignor represents and warrants that this Agreement does not constitute a breach of the Lease and that no consent to this Assignment is required to be obtained from the Landlord thereunder.

13. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and to the successors and permitted assigns of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the state where the Premises are located. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except in a written document, signed by the parties hereto. This Agreement may be signed in counterparts, and shall be effective as one (1) agreement if so executed in counterparts.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

WITNESSES:



Print Name: Ashley Howard
Ashley Howard


Print Name: Ashley Howard

Tanya McFarland

Print Name: Tanya McFarland
Brian Siffert

Print Name: Brian Siffert


NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation, its Manager

By: 

Print Name: Jason Allday
Its: Area Manager

Date: 6/12/18

UNITI TOWERS LLC

By: 

Print Name: Brian Majors

Its: VP- Real Estate

Date: 6/15/18

NEW CINGULAR WIRELESS PCS, LLC NOTARY BLOCK

STATE OF Alabama)
) SS:

COUNTY OF Jefferson

Lisa Henderson

Before me, Lisa Henderson, the undersigned, a Notary Public for the State, personally appeared Jason Ailday, who is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 12th day of June, 2018.



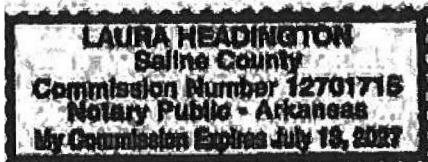
Lisa Henderson
Signature of Notary Public
Notary/Bar No. NA
My appointment expires: 7/5/2018

UNITI TOWERS LLC NOTARY BLOCK

STATE OF ARKANSAS)
) SS:
COUNTY OF PULASKI)

On the 15th day of June in the year 2018, before me, the undersigned, a Notary Public in and for the State of Arkansas, duly commissioned and sworn, personally appeared Greg Majors, personally known to me or proved to me on the basis of satisfactory evidence to be an authorized representative of UNITI TOWERS LLC, a Delaware limited liability company, the company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of UNITI TOWERS LLC, a Delaware limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Laura Headington



Residing at: Saline County AR
My appointment expires: 12/27

SCHEDULE A

To Assignment and Assumption Agreement

**COPIES OF LEASE, MEMORANDUM OF LEASE
AND ALL AMENDMENTS TO BOTH ATTACHED**

(NEXT PAGES)