



# PENNYRILE

## Rural Electric Cooperative

Phone: 270-886-2555

P.O. Box 2900, Hopkinsville, KY 42241-2900

Toll-Free: 800-297-4710  
Fax: 270-885-6469

P.O. Box 547  
Russellville, KY 42276-0547  
Phone 270-726-2479  
Fax 270-726-3031  
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P.O. Box 1840  
Cadiz, KY 42211-1840  
Phone 270-522-6678  
Fax 270-522-1366  
800-297-4707

P.O. Box 519  
Elfton, KY 42220-0519  
Phone 270-265-2545  
Fax 270-265-3622  
800-297-4708

May 2, 2007

New Wave Communications  
Mr. Keith Davidson  
One Montgomery Plaza  
Fourth Floor  
Sikeston, MO 63801

RE: Joint Use Agreement

Dear Mr. Davidson:

Charter Communications has informed us that New Wave Communications now owns all facilities attached to our poles.

Enclosed is a joint use agreement to allow New Wave Communications to attach a communication cable to Pennyrile Electric facilities.

Please sign and return the agreement to our Hopkinsville office. Pennyrile Electric will sign it and send you a copy for your records.

Also, please furnish Pennyrile a copy of your certificate of liability insurance in the amount of one million dollars.

If you should have any questions, please call me at (270) 886-2555.

Sincerely,

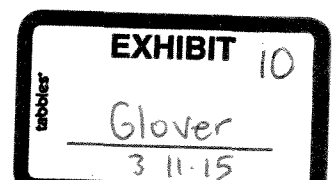
Jeff Hurd, P.E.

Operations & Planning Engineer

JH: tp

Cc: Tammie Hargrove  
Penny Mitchell

Butler • Caldwell • Christian • Logan • Lyon • Muhlenberg • Simpson • Todd • Trigg



THIS AGREEMENT, made this the 2nd day of MAY, 2007 Between Pennyriale Rural Electric Cooperative Corporation, a Kentucky corporation with its principal office and place of business at Hopkinsville, Kentucky, hereinafter called "Licensor", party of the first part; and NEW WAVE COMMUNICATION of SIKESTON, MISSOURI, hereinafter called "Licensee", party of the second part,

W I T N E S S E T H:

WHEREAS, Licensee proposes to furnish community antenna television distribution service for delivery via cable in LOGAN, MUHLENBERG, CHRISTIAN COUNTIES to its customers and will need to erect and maintain aerial cable, wires and associated appliances throughout the area to be served and desires to attach such cables, wires, and appliances to poles of Licensor; and

WHEREAS, said service which Licensee proposes to offer to the public can only be provided through local distribution facilities using public and private rights-of-way, which facilities are not available to Licensee except by attachment to its cables, wires and appliances to Licensor's poles or by its own construction of duplicate pole lines, and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the attachment of said cable, wires and appliances to its poles for the purposes proposed by Licensee where, in its judgment, such attachments will not interfere with its own service requirements, including considerations of economy and safety.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. Before making attachment to any pole or poles of Licensor, Licensee shall make application and receive a permit therefore in the form of Exhibit A, hereto attached and made a part hereof.
2. Licensee shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Licensor and so as will not conflict with the use of said poles by Licensor, or by other utility companies using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. Prior to placing of the Licensee's facilities on poles, Licensor shall furnish in writing to Licensee requirements in addition to those set out in Paragraph 3. As to the placing of all attachments for Licensee, said requirements shall be adhered to at all times unless changes are agreed to in writing by Licensor. Licensee shall at any time, at its own expense, upon notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate, replace or renew the facilities cases of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation

of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.

3. Licensee's cables, wires, and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, or any amendments or revisions of said code and in compliance with any rules or orders now in effect or that hereafter be issued by Kentucky Public Service Commission or other authority having jurisdiction. The location of the Licensee's attachments on poles will be designated by the Licensor.
4. In the event that any pole or poles of Licensor to which Licensee desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, Licensor will indicate on said Exhibit A the changes necessary to provide adequate poles and the estimated cost thereof to Licensee and return it to Licensee and if Licensee still desires to make the attachments and returns the Exhibit marked to so indicate together with an advance payment to reimburse Licensor for the entire estimated non-betterment portion of the cost and expense thereof, including the increased cost of larger poles, sacrificed life value of poles removed, cost of removal less any salvage recovery and the expense of transferring Licensor's facilities from the pole to the new poles, Licensor will replace such inadequate poles with suitable poles. Where Licensee's desired attachments can be accommodated on present poles of Licensor by rearranging Licensor's facilities thereon, Licensee will compensate Licensor in advance for the full estimated expense incurred in completing such rearrangements. Licensee will also in advance reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (guying) required to accommodate the attachments of Licensee shall be provided by and at the expense of Licensee and to the satisfaction of Licensor.
5. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements, but in accordance with the specifications hereinbefore referred to. Licensor shall not be liable to Licensee for any interruption to service of Licensee or for interference with the operation of the cables, wires and appliances of Licensee arising in any manner out of the use of Licensor's poles hereunder.
6. Licensee shall submit to Licensor evidence, satisfactory to Licensor, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary consent from state or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of Licensor which it desires to use.
7. Licensor, because of the importance of its service, reserves the right to inspect each new installation of Licensee on its poles and in the vicinity of its lines or appliances and to make periodic inspections, as plant conditions may warrant. Such inspections,

or Licensor's lack of inspection, shall not operate to relieve Licensee of any responsibility, obligation of liability assumed under this agreement.


8. Licensee shall pay to Licensor, for attachment made to poles under this agreement, a rental rate per year in accordance with attachment fee paid Licensor annually by Bell South Telecommunications. Said rental rate may be adjusted annually, in accordance with attachment fee paid Licensor annually by the South Central Bell Telephone Company. Said rental shall be payable annually in advance on the first day of January during which time this agreement remains in effect. Annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of December respectively. The first payment of rental hereunder shall include such pro rate amounts as may be due for use of poles from the effective date hereof.
9. Licensee shall exercise special precautions to avoid damage to facilities of Licensor and of other supported on said poles; and hereby assumes all responsibility for any and all loss for such damage. Licensee shall make an immediate report to Licensor of the occurrence of any damage and hereby agrees to reimburse Licensor for the expense incurred in making repairs.
10. Licensee shall indemnify, protect and save harmless Licensor from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments or by the proximity of the respective cables, wires apparatus and appliances of the parties hereto, or by any act of Licensee on or in the vicinity of Licensor's poles. Licensee shall carry insurance, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to damage to property shall be One Hundred Thousand Dollars (\$100,000.00) as to any one person and Five Hundred Thousand Dollars (\$500,000.00) as to any one accident, and against liability due to injury to or death of persons Five Hundred Thousand Dollars (\$500,000.00) as to any one person and One Million Dollars (\$1,000,000.00) as to any one accident. Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Laws in effect that may be applicable to it. All insurance required shall be in the names of both Licensor and Licensee and shall remain in force for the entire life of the agreement and the company or companies issuing such insurance shall be approved by Licensor. Licensee shall submit to Licensor certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this agreement and that it will not cancel or change any policy of insurance issued to Licensee except after thirty (30) days notice to Licensor.

11. Licensee may at any time remove its attachments from any pole or poles of Licensor, but shall immediately give Licensor written notice of such removal in the form of Exhibit B, hereto attached and made a part hereof. No refund of any rental will be due on account of such removal.
12. Upon notice from Licensor to Licensee that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed at once from the affected pole or poles. Licensee shall indemnify and hold Licensor harmless from any and all liability to a municipality or property owner as a result of Licensee's use of any pole or poles. Said indemnification shall include Licensor's reasonable attorney fees and court costs in connection with the defense of any claim or legal proceeding.
13. Licensee shall not assign, transfer, sublease or resell the rights of attachment hereby granted to it, or the right to use the facilities so attached to Licensor's poles, without prior consent in writing of Licensor. The assignments, transfer, sublease or resale by Licensee of the rights of attachment hereby granted to it or the right to use the facilities so attached without written consent of Licensor, shall constitute a breach of this agreement by Licensee, and termination may be affected in accordance with the provisions set forth in Section 14.
14. If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or defaults in any of its obligations in this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In the event that the Licensor terminates this agreement, in whole or in part, the Licensee shall within thirty (30) days remove its facilities, and in the event that the Licensee does not remove its facilities within thirty (30) days, the Licensor may do so, the removal costs to be borne, in any event, by the Licensee.
15. Bills for expenses and other charges under this agreement, except those advance payments specifically covered herein, shall be payable within thirty (30) days after presentation. Nonpayment of bills shall constitute a default of this agreement.
16. Failure to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver of relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
17. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others, not parties to this arrangement, to use any poles covered by this agreement; and Licensor shall have

the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

18. No use, however extended, of Licensor's poles, 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 maintain any of said poles for a period longer than demanded by its own service requirements.
19. Notwithstanding anything contained herein, Licensee is not hereby authorized to make any use of its facilities which would violate any duly filed tariffs of Licensor nor shall any provision of this agreement be construed to require Licensor to do, or perform, or permit any act, which would violate any of its duly filed tariffs.
20. This license is granted solely for the purpose of permitting the use of Licensor's poles by Licensee in the furnishing of community antenna television distribution service to all of its customers LOGAN, MUHLENBERG, CHRISTIAN COUNTIES, and is not intended to permit any distribution or transmission to one or more of such customers on any selective basis.
21. This agreement shall become effective upon its execution and if not terminated in accordance with the provision of Section 14 shall continue in effect for a term of not less than three (3) years. Either party may terminate the agreement at the end of said three year period, or at any time thereafter, by giving to the other party at least twelve (12) months prior written notice. Upon termination of the agreement in accordance with any of its terms, Licensee shall immediately remove its cable, wires, and appliances from all poles of Licensor. If not so removed, Licensor shall have the right to remove them at the cost and expense of Licensee and without any liability therefore. Should Licensee not exercise the rights herein granted within six months from the date hereof, this agreement shall be null and void.
22. Licensee may be required to furnish satisfactory evidence of contractual insurance coverage in an amount which in the judgment of the Licensor, is required to guarantee the payment of any sums which may become due to Licensor for rentals, or for work performed for the benefit of Licensee under this agreement including the removal of attachments as provided for herein. The amount of the contractual insurance coverage is subject to be increase or decreased whenever, in the judgment of the Licensor, such action is deemed advisable from a standpoint of protecting the payments due Licensor as set forth above.
23. Subject to the provision of Section 13 hereof, this agreement shall extend to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day first above written.

By:   
dba / TELECOMMUNICATIONS MANAGEMENT, LLC  
NEW WAVE COMMUNICATIONS

Pennyrile Rural Electric Cooperative Corporation

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

President & CEO

\_\_\_\_\_  
Secretary and Treasurer

EXHIBIT A

Application and Permit

\_\_\_\_\_, \_\_\_\_\_, 20\_\_

Pennyrile Rural Electric Cooperative Corporation

In accordance with the terms of Agreement dated \_\_\_\_\_ 20\_\_ application is hereby made for license to make attachment to the following poles:

Location: \_\_\_\_\_  
(City, Borough or Township – County or Parish – State)

Pole Numbers      Pole Locations \_\_\_\_\_

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

Title: \_\_\_\_\_  
Licensee

Licensee granted \_\_\_\_\_ 20\_\_, subject to your approval of the following changes and rearrangements at an estimated cost to you of \$ \_\_\_\_\_ payable in advance.

Pennyrile Rural Electric Cooperative Corporation

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

Title: \_\_\_\_\_

The above changes and rearrangements approved and advance payment therefore enclosed.

By: \_\_\_\_\_ Permit No. \_\_\_\_\_

Title: \_\_\_\_\_ Total Poles \_\_\_\_\_



EXHIBIT B

Notification of Removal By Licensee

\_\_\_\_\_, \_\_\_\_\_, 20\_\_

Pennyrile Rural Electric Cooperative Corporation

In accordance with the terms of Agreement dated \_\_\_\_\_ 20\_\_ kindly cancel from your records the following poles covered by Permit No. from which attachments were removed on \_\_\_\_\_ 20\_\_.

Location: \_\_\_\_\_  
(City, Borough or Township – County or Parish – State)

Pole  
Numbers      Pole Locations \_\_\_\_\_

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

Title: \_\_\_\_\_  
Licensee

Notice Acknowledged  
\_\_\_\_\_, 20\_\_.

Pennyrile Rural Electric Cooperative Corporation

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

Title: \_\_\_\_\_  
Licensor

Notice No. \_\_\_\_\_

Total Poles Discontinued \_\_\_\_\_