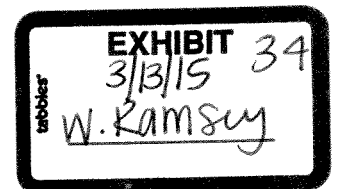


TVPPA/AT&T JOINT USE AGREEMENT

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THIS AGREEMENT, made this 20 day of March, 2010 ("Commencement Date") by and between WARREN RURAL ELECTRIC COOPERATIVE CORPORATION, a corporation under the laws of the State of Kentucky, hereinafter called the "Power Distributor," party of the first part, and BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T KENTUCKY, a corporation under the laws of the State of Georgia hereinafter called the "Telephone Company," party of the second part.

WITNESSETH

WHEREAS, the Power Distributor and the Telephone Company desire to continue joint use of distribution poles and in the future to establish further joint use of their respective distribution poles when and where joint use shall be of mutual advantage; and

WHEREAS, because of changed conditions and experience gained, and to facilitate administration of joint use, the parties desire to terminate the present contract dated January 1, 1990 between the Power Distributor and the Telephone Company and to enter into a new joint use agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants 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.

- A. ATTACHMENTS - are any wires, cables, strands, materials or apparatus affixed to a Joint Use Pole, excluding ground wires, now or hereafter used by either party in the construction, operation or maintenance of its plant. A pedestal that is adjacent to a Joint Use Pole, but not affixed to the pole, shall not be considered an Attachment.
- B. CODE - is the National Electrical Safety Code, as it may be amended from time to time.
- C. COST or COSTS - are the reasonable costs (including loading factors, associated overheads, and overtime as applicable) of a party performing work under this Agreement.
- D. DAYS - as used herein shall mean calendar days.
- E. EMERGENCY - is a situation where a Joint Use Pole is damaged, or subject to failing, and such failure is reasonably believed to create risk of personal injury or damage to property.
- F. INJURIES - include death, personal injury and property damage or destruction.

- G. JOINT USE - is the maintaining of Attachments of both parties on the same pole at the same time.
- H. JOINT USE POLE – is a pole upon which space is provided under this Agreement for the Attachments of both parties on the same pole at the same time.
- I. LICENSEE - is the party having the right under this Agreement to make Attachments to a pole that the other party owns.
- J. NJUNS – is the National Joint Utility Notification System.
- K. NON-COMPLIANT ATTACHMENT – is an Attachment that requires an increase in the ground clearance or separation on a jointly used pole as required by the National Electrical Safety Code.
- L. OWNER - is the party owning the pole to which Attachments are made.
- M. REARRANGING - is the moving of Attachments from one position to another on a pole.
- N. RIGHT OF WAY - is the legal right to use the property of another.
- O. SECONDARY POLE – is a pole installed for the express purpose of providing required clearances for a Service Drop to a customer’s location. A Secondary Pole is a pole that typically services only a few customers or buildings as the case may be, does not have transformers or other electrical equipment on it, is located outside the main line and supports the Power Distributor’s wires with less than 600 volts.
- P. SERVICE DROP – is a wire or wires used to connect to a customer’s location that requires no guys under applicable specifications of Article IV. A Service Drop may run directly from a pole used to service many customers to a specific customer’s location, without the use of any other poles, or a Service Drop may itself be supported by more than one pole to carry the Service Drop to the customer’s location.
- Q. STANDARD JOINT USE POLE - means a 40 foot Class 4 distribution pole which meets the requirements of the Code for support and clearance of electric supply and communications conductors now or hereafter used by either party in the conduct of its business. The parties may agree to use a pole smaller than the standard class, but under no condition shall the Standard Joint Use Pole be less than the minimum requirements of the Code. The foregoing definition of a "standard joint use pole" is not intended to preclude the use of joint poles shorter or taller or of different strength than the Standard Joint Use Pole in location where it is mutually agreed such poles will meet the requirements of the parties hereto, nor is the foregoing definition of a “standard joint use pole” intended to require the replacement of poles that are currently in service.
- R. STANDARD SPACE ALLOCATION - means an allocation of sufficient space on a Joint Use Pole for use of each party, taking into consideration requirements of the current Code, more particularly defined as follows:

1. For Power Distributor, the use of 10 feet of space on a 45 foot pole, 8 feet of space on a 40 foot pole, and 6.5 feet on a 35 foot pole measured downward from the top of the Joint Use Pole; and
 2. For Telephone Company, the use of 2 feet of pole space measured upward from the initial point of attachment on the Joint Use Pole. The initial point of attachment shall be the lowest point on the pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the parties sound engineering practices dictate a higher minimum clearance.
 3. Standard Space Allocation shall in all instances, except as specifically modified elsewhere in this Agreement or if a party pays to have a taller pole placed, be as represented on Exhibit A attached hereto and made a part hereof.
- S. TEMPORARY TRANSFER or TEMPORARY PLACEMENT-- is the transferring or placing of the Telephone Company's facilities to another pole by the Power Distributor, and such a transfer or placement shall not be considered permanent by either party.
- T. TRANSFERRING or TRANSFER- is the removing of Attachments from one pole and placing them upon another pole.

ARTICLE II

TERRITORY AND SCOPE OF AGREEMENT

This Agreement shall be in effect and shall cover all distribution poles of each of the parties now existing, hereafter erected or acquired within the common operating areas served by the parties hereto when said poles are brought hereunder, excepting;

1. Poles, not yet in Joint Use, which, in the Owner's judgment, should be restricted for reasons of safety.
2. Poles, not yet in Joint Use, which, in the Owner's judgment, should be restricted for reasons related to construction practices or clearances.

ARTICLE III

PERMISSION FOR JOINT USE

Subject to the terms and conditions of this Agreement, each party hereby permits joint use of its poles by the other party in accordance with permitting requirements of Article VI and the following:

- A. **Use of Allocated Space.** Either party is permitted, without additional charge, to use the other party's space on a pole for the purpose of installing and maintaining street lighting, traffic signal systems, and vertical attachments (such as but not limited to ground wires,

gang operated switch control rods and underground risers) if by the terms of the Code the proposed use is authorized and such use does not unreasonably interfere with the other party's use. If the allocated space is subsequently needed and the Code provisions cannot be met, then the party to whom the space is not allocated, but who is utilizing the space allocated to the other party, shall be responsible, at its sole expense, for the Cost of Rearrangement or pole replacement necessary in order to accommodate the party having the allocated space.

- B. **Use of Unallocated Space.** As long as the provisions of the Code are met, either party may use, without additional charge, space on Joint Use Poles outside of the Standard Space Allocation that is neither in use by an authorized third party nor reserved by the Owner. If the space is subsequently needed by the Owner and if Code provisions cannot be met, then Licensee shall be responsible, at its sole expense, for the cost of Rearrangement or pole replacement necessary to accommodate the Owner's use of such space. If the space is subsequently needed by a third party having a prior permit or similar contractual right to use the specific space on such pole that predates the Licensee's use of the pole, and if Code provisions cannot be met, then the Licensee shall be responsible, at its sole expense, for the cost of Rearrangement or pole replacement necessary to accommodate the use of such space.
- C. **Use of Space on Existing Poles.** If Attachments were properly made and are in compliance with the prior joint use agreement between the parties as of the effective date of this Agreement, such Attachments shall be deemed to be authorized Attachments under this Agreement, and shall be subject to post-attachment terms and conditions of this Agreement on a going forward basis.
- D. **Unauthorized Uses.** Licensee shall be subject to all of the requirements and obligations under this Agreement, but shall have none of the rights of a Licensee under this Agreement for use of Owner's pole(s) if Licensee's use of the particular pole(s) is not properly authorized in accordance with this Agreement.

ARTICLE IV

SPECIFICATIONS

- A. **Generally.** Joint Use of poles covered by this Agreement shall at all times be in conformity with applicable terms and provisions of law and with the requirements of the Code in effect at the time the respective attachments are made.
- B. **Existing Joint Use Poles.** As long as the provisions of Code in effect at the time the Attachments were made have been met, any Joint Use Pole in place before the Commencement Date of this Agreement shall be deemed satisfactory to both parties and adequate for their requirements, whether or not the space allocations defined herein have been observed; provided, however that all Attachments on such poles shall be subject to the requirements of this Agreement as referenced in Article III.C.
- C. **New Construction.** Except for Secondary Poles, the minimum height and strength for new poles installed by either party (including replacements of existing poles) shall be a

Standard Joint Use Pole. Either party may install Secondary Poles that have less height and/or strength than the Standard Joint Use Pole, provided that the height and strength of new Secondary Poles are sufficient to permit attachments of each party's Service Drops consistent with the requirements of the Code.

ARTICLE V

RIGHT OF WAY AND LINE CLEARING

A. Easements.

1. New Easements. The Owner and Licensee will reasonably cooperate in obtaining easements for both parties where Owner elects to obtain an easement for its poles, equipment and facilities. In instances where the Owner is obtaining a new easement, Owner will use reasonable efforts to obtain an easement for both parties on Joint Use Poles. Such easements obtained for the benefit of both parties shall be in sufficient detail for identification and recording, and shall be subject to inspection by the other party upon request.
2. Objections of Property Owners and Others. No guarantee is given by the Owner of permission of property owners, municipalities or others for Licensee's use of a Joint Use Pole. If objection is made to Licensee's right to maintain facilities on Owner's poles and Licensee is unable to satisfactorily resolve the matter within a reasonable time, including time for appeals, the Owner may at any time, upon notice in writing to the Licensee, require the Licensee to remove its Attachments from the poles involved and the Licensee shall within sixty (60) days after receipt of notice, or within a mutually agreeable time period if additional time is needed, remove its Attachments from said poles at its sole expense. Reasonable extensions of time shall not be denied under this section if the proposed extension of time does not materially prejudice the Owner. Licensee further agrees to indemnify and hold Owner harmless from any and all losses, damages, fines, penalties or costs of any kind (including reasonable attorneys' fees) which may arise from Licensee's failure to obtain all necessary easements, rights and permits to use a Joint Use Pole.
3. Cost Sharing. Nothing stated herein shall preclude the parties from mutually sharing the cost of easement acquisition. If the parties share the cost of obtaining an easement, the easement shall name both parties as grantees.

B. Line Clearing and Tree Trimming. Line clearing and trimming will be performed as follows:

1. When constructing a new Joint Use Pole line the Owner shall cut, clear and trim a right-of-way sufficient to provide adequate clearance in accordance with the ordinary clearing practices of Power Distributor, if possible.
2. After the initial clearing, each party shall be responsible for its own trimming, clearing and cutting, regardless of who owns the pole.

ARTICLE VI

PROCEDURE FOR ESTABLISHING JOINT USE ATTACHMENTS

- A. **Attachment Process – No Make Ready Required.** The following rules shall apply to Attachments that may be made to Owner's poles without make-ready or other work to accommodate Licensee's Attachments:
1. Licensee may make an Attachment to Owner's pole within Licensee's Standard Space Allocation without advance notice to Owner if the Attachment otherwise meets the requirements of the Code and if the Attachment does not interfere with the Owner's use of the Pole or with others who are attached to Owner's pole.
 2. Licensee may, subject to Article III, make an Attachment to Owner's Pole outside of Licensee's Standard Space Allocation without advance notice to Owner if the Attachment otherwise meets the requirements of the Code and if the Attachment does not interfere with the Owner's use of the pole or with others who are attached to the Owner's pole.
 3. Licensee shall notify Owner of the number and location of all Attachments made to Owner's poles under this Section A no less frequently than monthly on the form attached hereto as Exhibit B.
- B. **Attachment Process – Make Ready Required.** For Attachments other than Attachments that may be under Section A, the following process shall apply:
1. Licensee shall make application by submitting to Owner the Joint Use Notification/Request Form attached as Exhibit C.
 2. Within ten (10) days after the receipt of the application, Owner shall notify Licensee whether any changes and/or modifications to Owner's poles and related facilities are required in order to accommodate Licensee's Attachments, such changes and modifications being the "Make Ready Construction Work." If no changes and/or modifications are required, Owner shall notify Licensee, and Licensee may proceed with making such Attachments pursuant to Section A.
 3. If changes are necessary and Licensee still desires to make Attachments to such pole, Owner, at Licensee's cost, will begin the make ready engineering that includes preparing engineering plans for the Make Ready Construction Work. Licensee and Owner shall work together in good faith to resolve any design and engineering issues and Licensee shall revise its plans as necessary. After the make ready engineering plans are complete, Owner shall provide Licensee a good faith estimate of the Costs and timeframe required to complete the Make Ready Construction Work. Upon Licensee's approval of such estimate of Costs for Make Ready Construction Work, Owner shall thereafter complete the Make Ready Construction Work at Licensee's Cost within sixty (60) days or within a reasonable extended deadline for complex Make Ready Construction Work that takes additional time to complete.

4. When the Make Ready Construction Work is complete, Owner shall notify Licensee and Licensee shall then have the right to make the authorized Attachments pursuant to Section A. Licensee shall complete such Attachments within sixty (60) days of notice from Owner. Reasonable extensions of time shall not be denied under this section if the proposed extension of time does not materially prejudice the Owner.
- C. **Service Drops.** Service Drops are expressly excluded from the requirements of this Article unless Make Ready Construction Work is required in which case Section B shall apply. Subject to Code compliance, Licensee may place Service Drops not requiring Make Ready Construction Work on Owner's pole without submitting an application or notifying Owner. Service Drops shall be considered Attachments for all other purposes under this Agreement.
- D. **Unauthorized Attachment.** After the Initial Inventory (defined below), if Owner finds that Licensee placed an Attachment without complying with the notification requirements of Sections A and B above, such Attachment shall be considered an Unauthorized Attachment (the "Unauthorized Attachment"). When discovered, Owner will notify Licensee of the Unauthorized Attachment in writing sent via certified mail to the operational and legal addresses referenced in Article XVIII. The notice shall set forth the location of the Unauthorized Attachment and shall specify the amount owed on account of such Unauthorized Attachment. For purposes of determining the amount owed, Licensee shall be responsible for paying an amount equal to the adjustment payment in effect for each of the years since the last inventory (under this Agreement or any predecessor agreements between the parties). If Licensee can demonstrate to the reasonable satisfaction of Owner when such Attachment was made, then the amount owed shall be an amount equal to the adjustment payment in effect for each of the years since the Attachment was made.

ARTICLE VII

REPLACING OR RELOCATING POLES; TRANSFERS

- A. **Pole Replacements; Pole Relocation.** Whenever it is necessary to replace or change the location of a jointly used pole, the Owner shall give reasonable notice to Licensee to allow for planning and scheduling thereof in writing (except in cases of Emergency, which shall be handled under Section VII.D., below), specifying in such notice the time of such proposed replacement or relocation. The Licensee shall transfer its Attachments to the new or relocated Joint Use Pole within sixty (60) days of receipt of Owner's written notice (or notice through NJUNS or similar formal electronic notification system mutually agreed to by the parties), which notice shall not be sent until other parties have transferred their attachments, if applicable, and Licensee is "next to go" for transfer work. Licensee must complete the Transfers within a reasonable extended deadline or on a schedule mutually agreeable to the parties in the following circumstances:
1. For a complex transfer that will take more than sixty (60) days to accomplish;
 2. In instances where transfers are "bulk loaded" into NJUNS upon the parties' initial participation in NJUNS or;

3. In instances where more than five (5) times the transferring party's average monthly transfers during its most recent fiscal year is being requested (except in cases where the number of transfers requested is 50 or less in which case the sixty (60) day deadline set forth in this paragraph A shall apply).

Reasonable extensions of time shall not be denied under this section if the proposed extension of time does not materially prejudice the Owner. In situations where Transfers are required by a lawful demand of a property owner, or governmental or regulatory authority, the parties shall work together in good faith to expedite the transfer work. Licensee further agrees to indemnify and hold Owner harmless from any and all losses, damages, fines, penalties or costs of any kind (including reasonable attorneys' fees) which may arise from Licensee's failure to transfer its Attachments in response to such lawful demand.

B. Transfers.

1. Should the Licensee fail to transfer its Attachments within the time period outlined in Section A above (a "Delinquent Transfer"), Owner may escalate the matter in accordance with Article XX, and Owner may also choose to refuse to permit Licensee to make additional Attachments until such time as all Delinquent Transfers are made. Alternatively, Owner may abandon the subject pole(s) to Licensee in accordance with Article XIII or declare a default pursuant to Article XVI.
2. If the Licensee indicates that it has completed a transfer and Owner finds that Licensee has not completed the transfer when Owner goes to pull the pole, Licensee shall pay Owner all Costs associated with such return trip.
3. The Telephone Company represents and warrants that its current collective bargaining agreement covering work in Power Distributor's service area prevents the Telephone Company from entering into an agreement under which Power Distributor or a third party would be permitted to make routine Transfers of Telephone Company's Attachments. The Power Company may inquire from time to time to determine whether the Telephone Company's circumstances have changed such that it is able to allow or retain other parties to perform additional transfer work without violating any applicable collective bargaining agreements, and the Telephone Company shall promptly and fully respond to such inquiries. In the event of such change in circumstances, at the request of either party, the parties shall meet and take all reasonable steps to negotiate in good faith a mutually agreeable amendment to this Agreement under which Power Distributor or a mutually agreeable third party contractor would be authorized to make such Transfers on behalf of Telephone Company.

- C. Replacement of Other Party's Poles.** Except as provided for in Section D.1., below, a party may only replace poles for the other party with the other party's written concurrence. The Costs associated with such replacement shall be paid by the Owner of

the pole being replaced. The new pole shall remain the property of the original Owner whose pole was replaced.

D. **Emergency Situations.** Both parties recognize and agree that there are inherent dangers involved in the transmission and distribution of electricity. The parties agree that unforeseeable Emergency conditions will exist from time to time.

1. **Pole Replacement - Emergency.** When due to accidents, storm damage, the dangerous condition of a pole, or an Emergency, it is necessary for the Licensee to replace the Owner's pole immediately to restore service to its customer or to eliminate a hazardous condition and the Owner cannot perform the work in time to meet the Licensee's requirements, Licensee may replace the Owner's pole. Licensee shall give the Owner written notice of the Emergency pole replacement within five (5) days of completing the pole replacement. The Costs associated with replacing a pole during such a situation shall be paid by the Owner of the pole requiring replacement. The new pole shall remain the property of the original Owner.
2. **Temporary Placement of Attachments.** During the repair and restoration of utility power as a result of a storm event, accident, or from other damage to the Joint Use Poles in an Emergency situation (including a pole replacement under paragraph 1 of this Section), or in a situation where it is necessary to eliminate a hazardous condition, the Power Distributor may make a Temporary Placement of Attachments of the Telephone Company to the Joint Use Poles. The Power Distributor will send written notice to the Telephone Company of such Temporary Placements within five (5) days of making them. The Telephone Company will take action to permanently attach such attachments within sixty (60) days of receipt of the written notice, or within a reasonable extended deadline mutually agreeable to the parties if more time is needed to complete the work. Reasonable extensions of time shall not be denied under this section if the proposed extension of time does not materially prejudice the Owner. Because of the aforementioned inherent dangers, the Telephone Company is not authorized to replace or temporarily secure the Power Distributor's facilities, wires or conduit.

ARTICLE VIII

CORRECTIVE MEASURES AND THIRD PARTY COMPLAINTS

- A. **Licensee Responsibility.** If any Attachment of the Licensee is found to be in violation of the terms of this Agreement (including, without limitation, the provisions relating to compliance with the Code), then the parties will work together to minimize the Cost of correcting any such deficiencies, but the Licensee shall be responsible for the full Cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall correct such Non-Compliant Attachment within sixty (60) days of Owner's notification to Licensee (unless Owner reasonably determines that safety, emergency or service restoration efforts require Licensee to take corrective action within a shorter time period.)

- B. **Owner Responsibility.** If any Attachment of the Owner is found to be in violation of the terms of this Agreement (including, without limitation, the provisions relating to compliance with the Code), then the parties will work together to minimize the Cost of correcting any such deficiencies, but the Owner shall be responsible for the full Cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto. Owner shall correct such Non-Compliant Attachment within sixty (60) days of Owner's notice of such Attachment (unless safety, emergency or service restoration efforts exist in which case Owner shall take corrective action within a shorter time period.)
- C. **Shared Responsibility.** If there exists a violation of the terms of this Agreement (including, without limitation, the provisions relating to compliance with the Code), and it cannot be determined whose Attachment has caused such violation, then the parties will work together to minimize the cost of correcting any such deficiencies. Each party will bear its respective Costs of Transferring its Attachments, and shall share equally in any other Costs associated with correcting the violation; provided, however, that if a party can modify its Attachments so that they no longer are a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in such Costs. Such a modification shall not relieve a party from sharing in such Costs if the party making the modification could still have been a cause of any deficiency that remains. The parties shall work together to correct such Non-Compliant Attachments within sixty (60) days of one party's notification to the other (unless Owner reasonably determines that safety, emergency or service restoration efforts require Licensee to take corrective action within a shorter time period.)
- D. **Third Parties.** If one or more third party attachee(s) caused the violation, then the Owner will make reasonable effort, consistent with its attachment agreement(s) with such third party attachee(s), to require such third party attachee(s) to pay the corrective Costs incurred by all who have Attachments on the pole, including the Licensee, Owner and any other attachees.
- E. **Corrective Measures – Dispute Resolution and Enforcement.** If Licensee fails to correct a Non-Compliant Attachment within the time frames specified in this Article, such Attachment shall be immediately subject to the dispute resolution and enforcement provision under Article XX.
- F. **Third Party Complaints.** Licensee shall address, in a commercially reasonable time period, any inquiries or complaints raised by persons other than Licensee or Owner or their employees, contractors, and agents with regard to or concerning Licensee's facilities that are attached to Owner's poles, or Licensee's right and obligations under this Agreement.

ARTICLE IX

MAINTENANCE OF POLES AND ATTACHMENTS

- A. **Obligation to Maintain Poles.** Except as herein otherwise expressly provided, each party shall, at its own expense, maintain its poles in a serviceable condition in accordance with the Code and shall reinforce or repair its own poles as they become known to be unserviceable.
- B. **Obligation to Maintain Attachments.** Except as herein otherwise expressly provided, each party at its own cost shall place, maintain, Rearrange, Transfer and remove its own Attachments, and shall at all times perform such work promptly and in such a manner as not to interfere with work or service being performed by the other party. Each party shall, at its own expense, at all times maintain all of its Attachments in safe condition, thorough repair, and in accordance with the requirements of the Code. An Attachment is deemed to comply with Code if it complies with the minimum requirements of the Code in effect at the time the Attachment was placed, and nothing in this provision shall require either party to inspect existing Attachments and proactively bring them up to date with the current Code unless otherwise required by applicable law.
- C. **Obligation to Train and Warn.** The Licensee shall insure that its employees are properly trained in climbing on and working on Owner's poles safely and that they are aware of the dangers inherent in making contact with the electrical conductors or electrical equipment of Power Distributor. Without limitation of the foregoing, the Telephone Company shall prohibit its employees from handling energized lines of the Power Distributor, including lines attached to Secondary Poles.
- D. **No Warranty of Condition.** Notwithstanding the maintenance obligations of Owner under Sections A and B, above, both parties disclaim any warranty or representation regarding the condition and safety of their poles. To the extent permitted by law, each party expressly assumes responsibility for determining the condition of all poles to be climbed or otherwise worked on by its employees whether for the placement of Attachments, maintaining or Rearranging Attachments, or for other reasons. Except for performing Transfer work from unserviceable poles to replacement poles and for replacing poles pursuant to Section VII.C and Section VII.D, a Licensee shall not permit its employees to work on poles that are unserviceable until the Owner has corrected the unserviceable condition or has determined that the pole is serviceable.

ARTICLE X

DIVISION OF COSTS

- A. The cost of establishing a new Joint Use Pole line shall be borne by the parties in accordance with the following:
1. A Standard Joint Use Pole, or smaller, shall be erected at the sole Cost of the Owner.

2. In the case of a pole larger than the Standard Joint Use Pole required by either party, the party requiring the extra height and/or class shall pay for the additional Cost of the pole. If Owner adds features or betterments not required by Licensee, Owner shall pay the Costs associated with such features or betterments.
 3. In the case of a pole larger than the Standard Joint Use Pole where the additional height and/or strength required is for the purpose of both parties, the Cost of the pole shall be shared by both parties, with Owner being responsible for the cost of a Standard Joint Use Pole and Licensee being responsible for one half of the Cost of the additional height or strength.
 4. In the case of a pole larger or stronger than the Standard Joint Use Pole, where height or strength in addition to that needed for the purpose of either or both parties hereto is necessary in order to meet the requirements of the Code, a public authority or of property owners, the Cost of the additional height or strength shall be paid by the Owner.
- B. The cost of establishing Joint Use on existing pole lines or modifying existing Joint Use Pole lines shall be borne by the parties in accordance with the following:
1. For placement of intermediate poles for the Licensee, the Licensee shall pay the total Cost of installing the new pole. Each Party shall be responsible for attaching its own facilities.
 2. For replacement of non-defective poles for the Licensee, Costs shall be governed by Articles III, VI and VIII, as applicable.
 3. For replacement of non-defective poles for the Owner, at the mutual request of both parties, or due to the requirements of the Code, a public authority or of property owners, Section A above shall govern unless the situation is otherwise specifically governed by Articles III, VI or VIII.
 4. For replacement of existing defective poles, Costs shall be governed by Section A above.
- C. Except as otherwise specifically provided herein, each party shall bear the costs of placement, Transfer, and Rearrangement of its own Attachments, place guys and anchors to sustain any unbalanced loads caused by its Attachments, and perform any tree trimming or cutting incident thereto.
- D. When less costly Rearrangements can be performed by either party which would defer the cost of replacing a pole, such Rearrangements may be made and the Cost will be borne by the party requesting pole replacement; provided, however, that the final decision of whether or not to replace a pole shall remain with the Owner of the pole.
- E. Any payments made by the Licensee under the foregoing provisions of this Article shall not entitle the Licensee to ownership of any part of said pole.

- F. Each party shall bear the Cost of repairing damages to the other party's facilities occasioned by its improper construction practices or its negligence.
- G. Either party may request documentation supporting any demand for payment.

ARTICLE XI

COORDINATION AND PLANNING

- A. **Generally.** At least once per quarter, at the written request of either party, management representatives of each party with responsibility for overseeing the party's overhead plant and related facilities subject to this Agreement shall discuss the status of any operational issues that have arisen between the parties under this Agreement. The intent of these discussions is to encourage greater planning and coordination of operational issues between the parties.
- B. **Annual Planning Meeting.** On or before October 1 of each year that this Agreement is in effect, at the written request of either party, local management representatives of each party with responsibility for overseeing the party's overhead plant and related facilities subject to this Agreement shall meet and confer to exchange information concerning pole relocation and replacement work during the upcoming calendar year. The parties shall exchange estimates (to the extent they are available) of the number of poles that each party reasonably expects to relocate or replace during the next calendar year along with the time frame for such relocations or replacements (as to each party, a "Work Plan"). Additional meetings may be scheduled at the request of either party if necessary to facilitate pole relocation/replacement work and transfers.
- C. **Existing Delinquent Transfers or Non-Compliant Attachments.** Within one-hundred-twenty (120) days after execution of this Agreement, representatives from both parties will meet at a mutually agreeable location to discuss Delinquent Transfers and Non-Compliant Attachments in existence at the time of contract execution. The parties shall then cooperate to establish a reasonable deadline for completion of work required to remedy the Delinquent Transfers and Non-Compliant Attachments. Reasonable extensions of time should not be denied if they would not result in material prejudice to the party requesting the work, and if the other party performing the work is acting with reasonable diligence to complete the work. If a party fails to remedy a Delinquent Transfer or Non-Compliant Attachment by the agreed upon deadline, or if that party disputes that it is responsible for performing the work, the other party may initiate the upper management escalation procedure set forth in Article XX. If any delinquent transfers and/or Non-Compliant Attachments are in existence at the time of contract execution but not addressed within the meeting between the parties described above, then at the election of the Owner, each such delinquent transfer and each such Non-Compliant Attachment may be addressed utilizing the process outlined above or may be resubmitted to Licensee pursuant to the provisions of this Agreement.
- D. **Coordination of Complex Work.** When a party desires to change or upgrade its system which causes it to exceed its Standard Space Allocation and to substantially relocate a

joint use route for its own operational requirements, it shall notify the other party in writing and, within sixty (60) days of receipt of such notice, the parties shall discuss and exchange the information necessary to determine if the desired changes in construction can be conducted in a cost-efficient manner for both parties.

- E. **Cost Sharing for Complex Work.** For any work required pursuant to Section D, the cost of establishing such joint use route shall be mutually agreed upon by the parties hereto; provided, however that nothing in this Section E shall prevent the Owner from relocating its attachments at its own cost and expense if the parties fail to reach agreement on cost sharing pursuant to this Section E. In this situation, the Owner shall abandon the subject poles to the Licensee in accordance with Article XIII.
- F. **Ownership of New Poles.** In any case, ownership of any new poles placed pursuant to this Article shall remain with the owner of the poles that were replaced, unless otherwise agreed to by the parties in writing.
- G. **Applicability to Road Widening and Related Projects.** The provisions of Sections C and D of Article shall not apply to road move projects prompted by a governmental entity or agency.
- H. **Participation in Meetings with TVPPA Joint Use Committee.** At least once annually, at the written request of either party, management representatives of Telephone Company responsibility for overseeing the Telephone Company's overhead plant and related facilities subject to this Agreement shall participate in a meeting with the Joint Use Committee of the Tennessee Valley Public Power Association ("TVPPA"). The purpose of this meeting is to discuss the status of any operational issues that have arisen on a regional basis between the Telephone Company and the members of TVPPA that have adopted an agreement substantially similar to this Agreement.

ARTICLE XII

ANCHORS

Anchors required by either party shall be placed by the party requiring the anchor at its own expense. Notwithstanding the forgoing, the parties may by mutual consent install anchors to be used jointly by both parties upon Cost sharing or other arrangements agreed upon by the parties. Guy leads and anchors will possess the strength required by the Code, will be installed and used in accordance with the reasonable requirements of the Owner and will follow the specifications herein:

1. Following the Commencement Date of this Agreement, all anchors and guys shall be installed prior to the installation of Licensee's messenger wires or cables. Licensee's guy lead must be of sufficient length and strength to accommodate loads applied by the Attachments. No anchor installed following the Commencement Date shall be placed within 1 foot of any existing anchor. Guy markers meeting Licensee's specifications shall be installed on every newly placed guy attached to Owner's pole after the Commencement Date.

2. Each party shall install and maintain its own guy wires. Licensee shall not attach any down guy to Owner's anchors or to other attaching parties' anchors without prior written permission from such Owner or other party as the case may be, such permission shall not be unreasonably withheld.
3. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to the pole by the use of "through" bolts. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling wooden poles with such Attachments.

ARTICLE XIII

ABANDONMENT OF JOINT USE POLES

- A. **Abandonment of Poles by Owner to Licensee.** Anytime Owner desires to abandon any Joint Use Pole, it shall give Licensee at least sixty (60) days' written notice. If, at the expiration of such period, Owner and any third parties shall have no Attachments on such pole but Licensee shall not have removed all of its Attachments therefrom, Owner may transfer ownership of such pole to Licensee by sending written notification confirming the transfer in the form attached hereto as Exhibit E. The pole shall thereupon become the property of Licensee, and Licensee shall pay the Owner an amount equal to the original cost of the abandoned pole less depreciation (or, if the original cost of the pole is not available, the cost of the pole being removed shall be determined by the current installed Cost of an equivalent pole depreciated using a thirty (30) year straight line depreciation schedule by the number of years since the Pole was installed). Licensee shall also save harmless the former Owner 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 of Licensee's Attachments thereon, unless such liabilities or damages arise from the gross negligence or intentional acts or omissions of the former Owner.
- B. **Abandonment by Licensee.** Licensee may, at any time, abandon the use of a Joint Use Pole by removing therefrom any and all Attachments it may have thereon. No refund of adjustment fees shall be due Licensee on account of such abandonment, and following such removal, no Attachment shall again be made to such pole without complying with the requirements of Article VI.

ARTICLE XIV

ADJUSTMENT PAYMENTS

- A. **Adjustment of Payments.** Adjustment payments shall cover rentals accruing during the calendar year and shall be based upon the number of poles that are occupied on the first day of December of the year in which rentals accrue. Within thirty (30) days of both Parties' execution of this Agreement (for calendar year 2009) and on or around December 1, 2010 and December 1st of each year thereafter during the time this Agreement is in effect, the parties shall cooperate in creating a schedule of pole rental showing the number of Joint Use Poles which the other party occupies as Licensee. The

party owning the greater number of Joint Use Poles shall render to the other party a net rental billing. Such billing shall reflect the number of Joint Use Poles owned by each party, multiplied by the then current annual pole rental rate as set forth in Exhibit D, with the net difference being the actual amount billed.

- B. **HWI Adjustment.** The rates set forth in Exhibit D shall be effective as of January 1, 2009, and shall remain in effect through December 31, 2011 (the "Base Rate"). The Base Rate shall be escalated, effective January 1, 2012, and annually thereafter, based upon the percentage change in the Handy-Whitman Index (South Atlantic Region, FERC Account 364, Line 44, Poles, Towers and Fixtures)("HWI") between the two preceding July 1 index numbers.
- C. **Periodic Review of Adjustment Payment.** No sooner than five years from the Commencement Date of this Agreement and in intervals no more frequent than every five years thereafter, the annual pole rental rate set forth in Exhibit D shall be subject to joint review and revision upon the written request of either party sent via certified mail to the operational and legal addresses referenced in Article XVIII. If, within ninety (90) days after the receipt of such request by either party, the parties fail to agree to a revision of such rate, then the adjustment payment per pole shall be established at the then existing Base Rate, escalated by the HWI for one year. The following year, the adjustment payment per pole shall be an amount equal to 40% of the then average in plant cost factors of providing and maintaining the Joint Use Poles covered by this Agreement for the party owning the greater number of Joint Use Poles covered by this Agreement. The new rate shall thereafter be adjusted in accordance with Section B, above, until again revised pursuant to this Section.
- D. **Other Work.** Upon completion of any work done by one party for which payment is due from the other party, the party performing the work shall present to the other party, within ninety (90) days after the completion of such work (or, in the discretion of the Owner, the completion of all related work, including third party work), a bill showing the amount due and a breakdown of the Costs. The parties will cooperate to ensure that both are provided the necessary information to certify that the bills are correct.
- E. **Payment and Disputed Charges.** The adjustment payment herein provided for, or any other bill for payment of work, shall be paid within thirty (30) days after the bill has been received, unless said party disputes the amount billed. In case of such dispute, either party may escalate the matter in accordance with Article XX. Any undisputed amounts shall be paid within the thirty (30) day time period.
- F. **Late Charges.** Payments not paid within the specified time period shall accrue late payment charges of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law, whichever is less.

ARTICLE XV

INVENTORY OF ATTACHMENTS

- A. **Initial Inventory.** Upon request of either party at any time after the execution of this Agreement, an actual inventory of Attachments shall be made jointly by representatives of the parties or by a third party chosen by the parties (the "Initial Inventory"). If there is any difference in (a) the number of Attachments found by the inventory and (b) the number arrived at by tabulating those invoiced and reported under this Agreement and any predecessor agreements between the parties, correction will be made by retroactive billing for any Attachments identified as being responsible for the difference, and any remaining difference will be spread evenly over the years since the last inventory (under this Agreement or any predecessor agreements between the parties) and billing adjusted accordingly using the rate in effect for each of the respective years. At the election of the party owning the greater number of poles and so long as there is not a material and reasonable dispute between the parties concerning the results of such inventory, any inventory conducted within two (2) years prior to the Commencement Date may be used as the initial inventory, and in such event, the initial inventory shall be deemed to have been completed as of the Commencement Date.
- B. **Five Year Pole Inventories.** Five (5) years after the Initial Inventory and at intervals no more frequent than every five (5) years thereafter (unless otherwise mutually agreed by the parties), an actual inventory of Attachments shall be made jointly by representatives of the parties or by a third party chosen by both parties. If there is any difference in the number of Attachments found by subsequent inventories and the number invoiced in the corresponding billing, correction will be made by retroactive billing for any Attachments identified as being responsible for the difference, and any remaining difference will be spread evenly over the years since the last inventory and billing adjusted accordingly using the rate in effect for each of the respective years.
- C. **Inventory Methodologies.** In lieu of the foregoing, the parties may mutually agree to alternative inventory procedures.
- D. **Cost Sharing.** Each party shall equally share the cost of making such inventory of attachments.

ARTICLE XVI

DEFAULTS

Notwithstanding any other provision in this Agreement to the contrary, if either party shall fail to discharge any of its obligations under this Agreement and such failure shall continue for thirty (30) days after notice thereof in writing from the other party sent via certified mail to the operational and legal addresses referenced in Article XVIII, all rights of the party in default hereunder, pertaining to making Attachments to additional poles of the other, shall be suspended by sending written notification of the suspension to the defaulting party via certified mail to the Article XVIII addresses. If such default shall continue for a period of ninety (90) days after receipt of the notice of suspension, the non-defaulting party may, by sending written notification

to the defaulting party via certified mail to the Article XVIII addresses, terminate the right of both parties to attach to additional poles of the other party. Any termination of the right of the parties to attach to additional poles of the other party shall not abrogate or terminate the right of either party to attach to existing Joint Use Poles or to maintain and Transfer existing Attachments to replaced or relocated poles. All such Attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as said 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 XVII

LIABILITY AND DAMAGES

- A. **General Indemnification.** Licensee shall indemnify, protect, and save Owner harmless from and against any and all liabilities, claims, demands and costs incurred by reason of (a) damage to property, (b) injury to or death of persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and (c) any slander, defamation, or infringement claim; provided that the foregoing liabilities, claims, demands and costs arise out of or are caused by the Licensee's use of or work on Owner's facilities including, without limitation, the erection, maintenance, presence, use, removal, or abandonment of Licensee's attachments, or by the proximity of the respective cables, wires, apparatus and appliances of the Licensee to any of the facilities belonging to the Owner or to other parties jointly using the Owner's poles, or arise out of or are caused by any act of Licensee or its employees, agents, contractors and their subcontractors on or in the vicinity of Owner's poles. The obligation of indemnity shall include, without limitation, any attorneys' and/or legal fees or costs.
- B. **Survival and Interpretation.** The indemnification provisions of this Agreement (whether contained in this Article or otherwise) shall survive termination of this Agreement and shall be enforced to the fullest extent permitted by applicable law. Nothing in this Agreement shall waive or in any way limit any limitations of liability or privileges or immunities available to governmental utility companies under applicable law.

ARTICLE XVIII

SERVICE OF NOTICES

- A. Unless otherwise provided in this Agreement, it is expressly agreed and understood between Owner and Licensee that any Notice required to be given by either party to the other pursuant to this Agreement shall be in writing and sent by US Mail, facsimile or by recognized national overnight delivery service and shall be deemed received upon actual delivery or refusal of delivery as evidenced by the records of the parties, the US Postal Service or delivery service as the case may be.
- B. Notices shall be sent addressed as follows:

Power Distributor:

Operational Notices: Patty Kantosky
Warren Rural Electric Cooperative Corporation
951 Fairview Avenue
Bowling Green, Kentucky 42101

Official/Legal Notices: Patty Kantosky
Warren Rural Electric Cooperative Corporation
951 Fairview Avenue
Bowling Green, Kentucky 42101

Telephone Company:

Operational Notices: AT&T
Director Construction & Engineering
402 Franklin Road
Room 3-574
Brentwood, TN 37027

Official/Legal Notices: AT&T Legal Department
Attn: General Counsel
601 W. Chestnut Street
Room 407
Louisville, KY 40203

or to such other address as either party may designate by Notice to the other party from time to time in accordance with the terms of this Article.

- C. If at any time, and from time to time, both parties are members of NJUNS and maintain the capability of receiving messages from NJUNS, either party may, upon prior written notice to the other, elect to utilize such capability to provide notices under this Agreement for any matter relating to the operation and maintenance of Joint Use Poles; provided that giving notice via NJUNS does not satisfy the obligation to send a notice via certified mail if such notice is required by this Agreement. If the parties are using NJUNS, the parties may use NJUNS messaging formats in lieu of Exhibits B and C.

ARTICLE XIX

TERM AND TERMINATION OF AGREEMENT

Subject to Article XVI, this Agreement shall continue in force and effect for a period of five (5) years from and after the Commencement Date. After the initial five (5) year term, the Agreement shall automatically extend on the same terms and conditions for successive one year terms until terminated by either party providing written notice at least one hundred eighty (180) days prior to the end of the pending one year term. Termination shall thereafter become effective at the end of the pending one year term. Termination of the Agreement shall mean termination of the right of the parties to place Attachments on additional poles owned by the other party. Termination of

the Agreement shall not, however, abrogate or terminate the right of either party to attach to existing Joint Use Poles or to maintain and Transfer existing Attachments to replaced or relocated poles. All such Attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as said 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 XX

DISPUTE RESOLUTION

- A. **Good Faith Participation.** Prior to the initiation of any litigation (except litigation arising following default and termination of this Agreement, which litigation may proceed without regard to this Article), the parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through the upper management escalation process set forth herein. Good faith participation in these processes shall be a condition precedent to any litigation. All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's rules of evidence.
- B. **Upper Management Escalation.** To initiate the dispute resolution process, either party shall give the other party written notice, via certified mail to the operational and legal addresses referenced in Article XVII.B., of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management and, thereafter, representatives of both parties with authority to settle the dispute shall meet at a mutually acceptable time and place within thirty (30) days after receipt of such notice, and thereafter as often as reasonably deemed necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of receipt of the disputing party's notice, or if the Parties fail to meet within thirty (30) days, either party may initiate litigation. A dispute regarding Delinquent Transfers shall not be eligible for upper management escalation as set forth in this provision unless the transfer request has been processed in the ordinary course through methods as required by Article VII.
- C. **Enforcement.** The parties regard the aforesaid obligation to escalate to upper management as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder. Notwithstanding the foregoing, in no event shall the obligations under this Article XX operate to prevent the initiation of litigation within ninety (90) days prior to the running of the applicable statute of limitation or statute of repose or the timely prosecution or defense (as applicable) of such litigation.
- D. **Renegotiation – Failure of Transfer and Code Compliance Processes.** In the event that the upper management escalation procedure (exclusive of litigation) fails to resolve, to the reasonable satisfaction of both parties, three (3) or more disputes concerning Delinquent Transfers or Non-Compliant Attachments within a calendar year, then the

“Transfer and Code Compliance Provision” under Section E, immediately below, shall become effective, and either party may request (via certified mail to the operational and legal addresses referenced in Article XVIII.B.) that the parties meet to discuss an amendment to this Agreement setting forth an alternative method for addressing and resolving Delinquent Transfers and/or Non-Compliant Attachments. In the event that the dispute resolution process is initiated in one calendar year but the time at which parties have failed to reach resolution falls in the next calendar year, such dispute shall be counted in the earlier calendar year.

1. For purposes of this Section D, the parties intend that a dispute will encompass, at a minimum, all related Transfers and Non-Compliant Attachments. A party may not circumvent the spirit of this provision by initiating separate disputes for related items (e.g., initiating separate disputes for each pole in a line where a Transfer is pending, or for individual Non-Complaint Attachments placed in a line). Additionally, disputes that are not resolved because an outside party and/or other attacher is the cause, in whole or in part, of the alleged problem, shall not be included in calculating the number of unresolved disputes pursuant to this Section D.
2. If the parties are unable to agree upon the terms of an amendment within one-hundred-twenty (120) days of receipt of the written request, or within a reasonable extended time period agreed to by the parties, either party may, in addition to pursuing any legal remedies it may have, terminate this Agreement by sending written notice to the other party via certified mail to the operational and legal addresses referenced in Article XVIII.B. Termination shall become effective one-hundred-eighty (180) days from receipt of the termination notice, and the rights and obligations of the parties following termination shall be governed by Article XIX.

- E. **Transfer and Code Compliance Provision.** Upon this provision becoming effective in accordance with the requirements of Section D, immediately above, as an additional remedy to ensure timely handling of Delinquent Transfers and Non-Compliant Attachments, each party may bill the other party an additional amount equal to the then annual Base Rate per pole for each Delinquent Transfer and Non-Compliant Attachment older than ninety (90) days in existence on June 30 and December 31 of each year. Bills issued pursuant to this Section shall be separate and apart from annual rental invoices, and shall be issued within thirty (30) days of the aforementioned dates. Before a party can take advantage of the billing provision set forth in this Section, the parties must have been using NJUNS (or a similar formal electronic notification system agreed to by the parties) for one year and must have participated in quarterly meetings for one year in accordance with Article XI.A. (provided, however, that such meetings may be cancelled by mutual agreement of the parties and provided further, that if one party fails to meet with the other party upon the other party’s reasonable request, such failure to meet shall not prevent this Section from become effective). Participation in NJUNS (or similar system) and in quarterly meetings that occur prior to this provision becoming effective shall be counted in determining the effective date of the bill provision set forth in this Section.

ARTICLE XXI

RIGHTS OF OTHER PARTIES

- A. If either party hereto has, prior to the execution of this Agreement, conferred upon others not parties to this Agreement (outside parties), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing attachments of such outside parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such outside parties shall be in accordance with the requirements of Section B, below, except where such outside parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make attachments which do not conform to the requirements of this Agreement. Owner shall derive all of the revenue accruing from such outside parties. Any contractual rights or privileges of outside parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.
- B. If either party hereto desires to confer upon others not parties to this Agreement (outside parties), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such outside parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of the Code, and (2) to the extent allowed by law, such Attachments shall not be located within space where Licensee holds a prior right to make or maintain its Attachments. Owner shall derive all of the revenue accruing from such outside parties.
- C. With respect to any rights and privileges granted under this Article to outside parties, Licensee shall not be required to transfer or rearrange its Attachments to accommodate an outside party until Licensee receives payment for the costs associated with such changes, unless Licensee is otherwise required to transfer or rearrange its facilities at its own expense pursuant to the terms of this Agreement.

ARTICLE XXII

ASSIGNMENT OF RIGHTS

Neither party hereto shall assign or otherwise transfer this Agreement, in whole or in part, without the written consent of the other party; provided that either party shall have the right without such consent to:

1. Mortgage any or all of its property, rights, privileges and franchises.
2. To 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
3. To enter into any merger or consolidation or other reorganization: and, in case of the foreclosure of such mortgage, as in case of such lease, transfer, merger or consolidation its rights and obligations hereunder shall pass to such successors

and assigns; and provided, further that subject to all of the terms and conditions of this Agreement, either party may without such consent permit any corporation conducting a business of the same general character as that of such party, with which it is affiliated or physically connected, the rights and privileges of this Agreement in the conduct of its said business.

ARTICLE XXIII

SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental operating routines or working practices as they mutually agree or as necessary or desirable to effectively administer the provisions of this Agreement.

The parties expressly agree to develop such coordination agreements as they mutually agree are necessary and feasible to assist both parties in effectuating this Agreement.

ARTICLE XXIV

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 XXV

EXISTING AGREEMENTS

Any existing agreement between the parties hereto for the joint use of poles upon a rental basis within the territory covered by this Agreement is, by mutual consent, hereby abrogated and annulled; provided that undischarged obligations of the parties arising under such agreement prior to the Commencement Date (such as claims for indemnification), unless expressly waived, shall survive termination of the prior agreement.

ARTICLE XXVI

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property attached to licensed poles. Taxes and the assessments, which are levied on its poles, shall be paid by Owner thereof, but the portion of any tax (except income taxes), fee, or charge levied on Owner's poles solely because of their use by Licensee shall be paid by Licensee.

ARTICLE XXVII

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance of any part of this Agreement resulting from acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a party's obligations under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay or by an extended time period mutually agreed to by the parties if more time is needed to complete the work.

ARTICLE XXVIII

NO WARRANTY OF RECORD INFORMATION

From time to time, one party may obtain from the other party records and other information relating to outside plant facilities. Each party acknowledges that such records and information provided may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right-of-way.

ARTICLE XXIX

NO EFFECT ON FRANCHISE RIGHTS

Notwithstanding anything elsewhere herein provided, nothing contained in this Agreement shall abrogate, limit or affect any obligation of either party under any franchise granted to either party by any city or other local governmental unit that owns, operates or is in any way affiliated with Power Distributor, or by any predecessor of any such governmental unit or franchising authority.

ARTICLE XXX

SOURCE OF PAYMENTS

The obligations of the Power Distributor hereunder shall be payable solely from the funds of the electric system of the Power Distributor.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

- A. The Licensee of a Joint Use Pole shall acquire no ownership of or interest in such a pole, the Licensee's rights therein being limited to the right of compliance with terms and condition contained in this Agreement.
- B. Except only insofar as the express terms of this Agreement make the rights hereunder available to the successors or assigns of the parties hereto, the provisions of this

Agreement shall not be interpreted to confer any right of action at law or in equity upon any parties except the parties hereto.

- C. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.
- D. Nothing contained in this Agreement, or in any amendment or supplement thereto, or inferable herefrom shall be deemed or constructed to (i) make either party the agent, servant, employee, joint venture, associate, or partner of the other party, or (ii) create any partnership, joint venture or other affiliation or association between the parties. The parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.
- E. Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed.
- F. This Agreement is deemed executed in and shall be construed under the laws of the State of Kentucky.
- G. Within this Agreement, words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" shall, unless the context dictates otherwise, refer to this entire agreement and not to any particular paragraph or provision. The term "person" and words importing persons as used in this Agreement shall include firms, associations, partnerships (including limited partnerships), limited liability companies, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by the respective officers thereunto duly authorized, as of the Commencement Date.

ATTEST

WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION

Nancy J. Huffman
Title Director of Board
& Community Relations

[Signature]
Title PRESI / CEO

ATTEST

BELLSOUTH TELECOMMUNICATIONS,
INC. D/B/A AT&T KENTUCKY

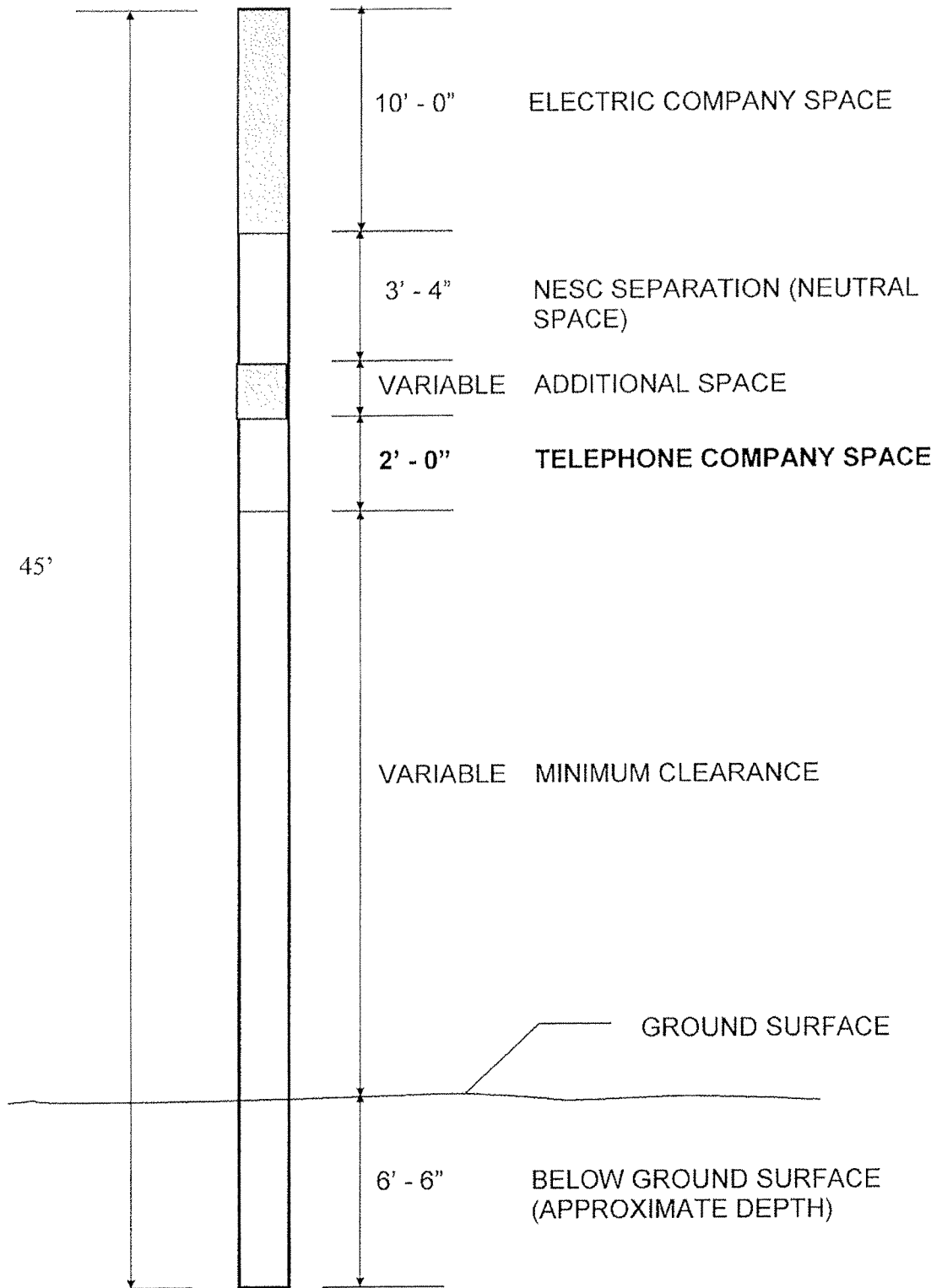
Title _____

[Signature]
Title: Vice President – Construction & Engineering



EXHIBIT A
STANDARD SPACE ALLOCATION

SPACE ALLOCATION ON 45'- CLASS 4 STANDARD JOINT USE POLE
(Not to scale)



SPACE ALLOCATION ON 40'- CLASS 4 STANDARD JOINT USE POLE
(Not to scale)

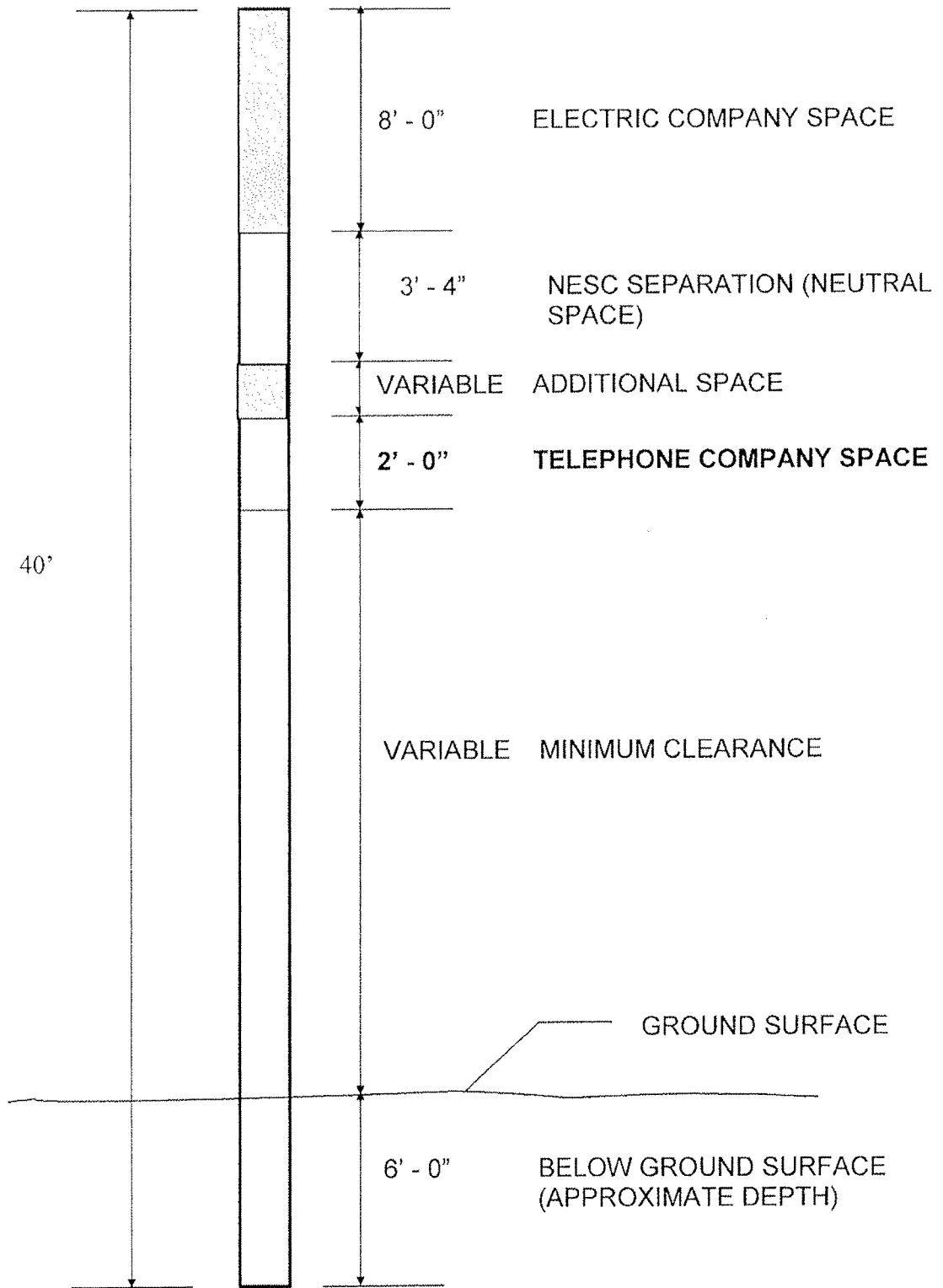


EXHIBIT B
JOINT USE NOTIFICATION FORM
(Poles Owned by Power Distributor)

BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky
(address)

Date: _____

To: Warren Rural Electric Cooperative Corporation 951 Fairview Avenue Bowling Green, Kentucky 42101

Attention: _____

Attached is an AT&T work print(s) with the following indicated in **Red**:

A notification that AT&T has attached to _____ of _____ Power's pole(s) along
_____ in _____ County, _____.
(Street, Road or SR No.) *(State)*

Please adjust your pole Attachment count records accordingly.

Sincerely,

BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky

EXHIBIT B
JOINT USE NOTIFICATION FORM
(Poles Owned by AT&T)

Warren Rural Electric Cooperative Corporation
951 Fairview Avenue
Bowling Green, Kentucky 42101

Date: _____

To: BellSouth Telecommunications d/b/a AT&T Kentucky (address)

Attention: _____

Attached is a _____ Power work print(s) with the following indicated in **Red**:

A notification that _____ Power has attached to _____ of AT&T's pole(s)

along _____ in _____ County, _____.
(Street, Road or SR No.) *(State)*

Please adjust your pole Attachment count records accordingly.

Sincerely,

Warren Rural Electric Cooperative Corporation

EXHIBIT C

JOINT USE NOTIFICATION/REQUEST FORM

(Poles Owned by Power Distributor)

BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky
(address)

Date: _____

To: Warren Rural Electric Cooperative Corporation
951 Fairview Avenue
Bowling Green, Kentucky 42101

Attention: _____

Attached is an AT&T work print(s) with the following indicated in **Red**:

___ 1. A request for AT&T to attach to _____ of _____ Power's pole(s) along
_____ in _____ County, _____.
(Street, Road or SR No.) (State)

___ 2. This is to notify you that AT&T has removed all Attachments from _____
of _____ Power's pole(s) along _____
(Street, Road or SR No.)
in _____ County, _____.

Upon acceptance/approval of this form please adjust your pole Attachment count records accordingly.

Sincerely,

Accepted/Approved

BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky

Warren Rural Electric Cooperative Corporation

**EXHIBIT C
JOINT USE NOTIFICATION/REQUEST FORM**

(Poles Owned by AT&T)

Warren Rural Electric Cooperative Corporation
951 Fairview Avenue
Bowling Green, Kentucky 42101

Date: _____

To: BellSouth Telecommunications d/b/a AT&T Kentucky (address)
--

Attention: _____

Attached is a _____ Power work print(s) with the following indicated in **Red:**

___ 1. A request for _____ Power to attach to _____ of AT&T's pole(s)
along _____ in _____ County, _____.
(Street, Road or SR No.) *(State)*

___ 2. This is to notify you that _____ Power has removed all Attachments from
_____ of AT&T's pole(s) along _____
(Street, Road or SR No.)
in _____ County, _____.

Upon acceptance/approval of this form please adjust your pole Attachment count records accordingly.

Sincerely,

Accepted/Approved

Warren Rural Electric Cooperative Corporation

BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky

EXHIBIT D
ADJUSTMENT PAYMENTS

For 2009, rental rates shall be \$25 per pole.

For 2010, rental rates shall be \$27 per pole.

For 2011, rental rates shall be \$29 per pole.

For 2012 and thereafter, unless revisited in accordance with Article XIV.D., the rental rate shall be adjusted annually by the HWI pursuant to Article XIV.C.

**EXHIBIT E
NOTIFICATION OF ABANDONMENT AND TRANSFER
OF OWNERSHIP**

To Licensee, _____:
 [insert name of Licensee]

This confirms that Owner has previously given Licensee the requisite 60 days' written notice required by Article XIII of the Joint Use Agreement that Owner wishes to abandon the pole(s) described below, that such time period has expired, that Owner has removed its attachments from the pole(s) (and if Owner is the Power Distributor, any third parties on the subject pole(s) have removed their attachments as well), and that Licensee has not removed its attachments from the subject pole(s). Accordingly, Owner hereby gives written notice of its transfer of ownership of the pole(s) described below to Licensee. Upon receipt of this notice, Licensee shall become the owner of the subject pole(s) and the indemnification and payment provisions set forth in Article XIII of the Joint Use Agreement shall apply.

Pole Number

Pole Location

Owner (insert name of Owner)

By: _____

Title: _____

Date: _____