

**Tri-County**  
*Electric*  
 Membership Corporation  
 www.tcemc.org

405 College Street  
 P. O. Box 40  
 Lafayette, TN 37083-0040

Telephone: (615) 666-2111  
 Toll Free: 1-800-369-2111  
 Fax: (615) 688-2141

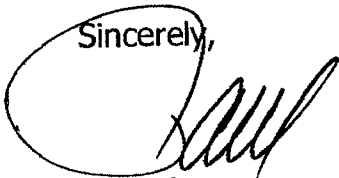
August 27, 2012

Mr. Gary Blount  
 Celina Cable Communications, Inc.  
 P.O. Box 910  
 McKenzie, Tennessee 38201

Dear Mr. Blount:

Please find attached the "Amendment to License Agreements for Pole Attachments" for years 2012 - 2014.

Sincerely,



Paul Thompson  
 Executive V.P. & General Manager  
 Tri-County Electric

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>Paul Thompson</i>	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: Mr. Gary Blount Celina Cable Communications, Inc P.O. Box 910 McKenzie, TN 38201	B. Received by (Printed Name) <i>JETSAWASHUBA</i>	C. Date of Delivery <i>9-10-12</i>
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No  3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7009 2820 0002 6720 9376		

**AMENDMENT TO LICENSE AGREEMENTS  
FOR POLE ATTACHMENTS**

This Amendment, is made between Tri-County Electric Membership Corporation, P.O. Box 40, Lafayette, Tennessee 37083, hereinafter called "Licensor", and Celina Cable Communications, Inc. , P.O. Box 910, McKenzie, Tennessee 38201 hereinafter called "Licensee";

The parties agree that the License Agreements for Pole Attachments dated October 19, 1988, as previously amended, shall be further amended as follows:

Article XIII "Rental Payments", paragraph (a) is amended by changing the sum of "\$13.75" to the sum of "\$14.48".

The new rental fee shall be used to calculate the annual rental fees that will be due as of January 1, 2013, after receipt of a proper invoice, based on the number of poles to which attachments are being maintained as of December 31, 2011. The new rental fee will be used to calculate the annual rental fees for 2012, 2013 and 2014.

**CELINA CABLE COMMUNICATIONS, INC.**

DATE SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_  
General Manager

**TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION**

DATE SIGNED: 8/27/2012

BY:   
Executive V.P. & General Manager

# Tri-County Electric

Pr. # 731-352-2980

Membership Corporation  
www.tcemc.org

405 College Street  
P. O. Box 40  
Lafayette, TN 37083-0040

Telephone: (615) 666-2111  
Toll Free: 1-800-369-2111  
Fax: (615) 688-2141

*\*message left  
Tue., April 23*

Celina Cable Commu  
P.O. Box 910  
McKenzie, Tennessee  
Attention: Gary W

Re: Lic  
Dat  
Ce

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: <i>Celina Cable Communications Inc. Attn: Gary W. Blount, President P.O. Box 910 McKenzie, TN 38201</i></p>	<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>TERESA WASHBURN</i></p> <p>C. Date of Delivery <i>4-8-13</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7009 2820 0002 6720 9888</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-10-1540 PS Form 3800, August 2006 See Reverse for Instructions</p>	

Dear Mr. Blount:

By letter to you dated March 25, 2010 I gave notice that Tri-County Electric Membership Corporation was terminating the above referenced Agreement effective on October 19, 2010.

Article XXIII of our Agreement provides, in part as follows:

Upon termination of the Agreement in accordance with any of its terms, all outstanding licenses shall terminate and shall be surrendered and Licensee shall immediately begin to remove its cables, equipment and facilities from all poles and anchors of Licensor, and Licensee shall complete such removal within six months next following the termination date. Despite any such termination the Licensee shall pay the rental payments provided herein until all attachments are removed. If not so removed, Licensor shall have the right to remove Licensee's cable, equipment and facilities at the cost and expense of Licensee and without any liability therefor; and Licensee shall be conclusively presumed to have abandoned all such cable, equipment and facilities not so removed by the Licensee, so that Licensor may dispose of the same in any manner Licensor wishes to use.

You have committed several defaults with regard to our Agreement since we provided our Notice of Termination.

First, despite the requirement that you pay all rental payments until all attachments are removed, you have failed to do so. On January 16, 2013 we submitted to you our bill for the 2012 rental payments due for your attachments pursuant to the above referenced Agreement in Clay County, Tennessee. The total of that bill was \$28,655.92. Payment was due within thirty (30) days. Failure to pay within thirty (30) days constitutes a default of the Agreement. You still have not paid. We, therefore, also exercise our option to terminate this Agreement and all licenses granted hereunder, forthwith, in accordance with the provisions of Article XIX (a) of our Agreement.

Next, we also exercise our right to terminate our Agreement pursuant to Article XIX (b) of our Agreement based upon your default under Article III of our Agreement which provides as follows:

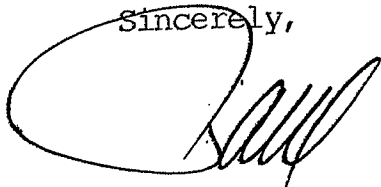
Licensee's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the latest revision of the National Electrical Safety Code, the latest requirements of the Occupational Safety and Health Act of 1970 and in compliance with any rules or orders now in effect or that may hereafter be issued by the Licensor or other authority having jurisdiction.

Since you have failed to remove your attachments from our poles in accordance with our Notice of Termination sent to you on March 25, 2010, we will now exercise our right to remove your cable, equipment and facilities from our poles. We intend to begin such removal on May 1, 2013 and the specific location where we intend to start removing your attachments are at the Highway 53/East Lake Avenue area in Celina.

After we complete the removal of your cable, equipment and facilities from our poles we will submit to you our final bill for all rental payments due to us up to the date that all attachments are removed and we will also submit our bill for all of our costs and expenses in removing your attachments from our poles.

According to Article XII of our Agreement, that bill will then be due and payable within thirty (30) days after presentation.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Thompson". The signature is written in a cursive style and is enclosed within a large, hand-drawn oval.

Paul Thompson, Executive Vice President  
and General Manager

bc: Ken Witcher

**Tri-County**  
*Electric*  
 Membership Corporation  
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 P. O. Box 40  
 Lafayette, TN 37083-0040

Telephone: (615) 666-2111  
 Toll Free: 1-800-369-2111  
 Fax: (615) 688-2141

August 27, 2012

Comcast Cable  
 P.O. Box 140400  
 Nashville, TN 37214

ATTN: Billing Accounts Receivable

To Whom It May Concern:

Please find attached the "Amendment to License Agreements for Pole Attachments" for years 2012 – 2014.

Sincerely,

*Paul Thompson*  
 Paul Thompson  
 Executive V.P. & Gen  
 Tri-County Electric

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature <input checked="" type="checkbox"/> <i>Emmit DEW</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>Billing Accounts Receivable            Comcast Cable            P.O. Box 140400            Nashville, TN 37214</i>		B. Received by (Printed Name) <i>E. Dew</i>	
		C. Date of Delivery <i>8-29-12</i>	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		<i>7009 2820 0002 6720 9406</i>	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

**AMENDMENT TO LICENSE AGREEMENTS  
FOR POLE ATTACHMENTS**

This Amendment, is made between Tri-County Electric Membership Corporation, P.O. Box 40, Lafayette, Tennessee 37083, hereinafter called "Licensor", and Comcast Cable, P.O. Box 140400, Nashville, Tennessee 37214 hereinafter called "Licensee";

The parties agree that the License Agreements for Pole Attachments as previously amended, shall be further amended as follows:

Article XIII "Rental Payments", paragraph (a) is amended by changing the sum of "\$13.75" to the sum of "\$14.48".

The new rental fee shall be used to calculate the annual rental fees that will be due as of January 1, 2013, after receipt of a proper invoice, based on the number of poles to which attachments are being maintained as of December 31, 2011. The new rental fee will be used to calculate the annual rental fees for 2012, 2013 and 2014.

**COMCAST CABLE**

DATE SIGNED: \_\_\_\_\_

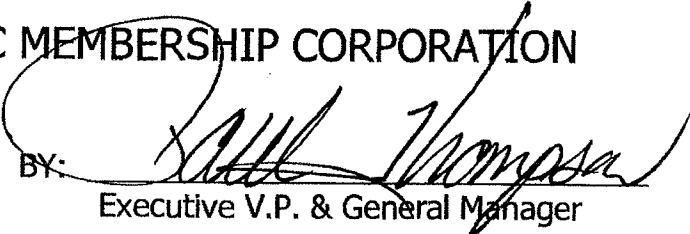
BY: \_\_\_\_\_  
General Manager

**TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION**

DATE SIGNED:

8/27/2012

BY:

  
Executive V.P. & General Manager

**Tri-County**  
*Electric*  
**Membership Corporation**  
 www.tcemc.org

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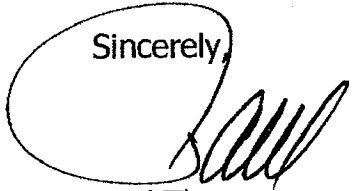
August 27, 2012

Scotty Powers  
 MediaCom Systems  
 90 North Main Street  
 Benton, KY 42025

Dear Mr. Powers:

Please find attached the "Amendment to License Agreements for Pole Attachments" for years 2012 - 2014.

Sincerely,



Paul Thompson  
 Executive V.P. & General Manager  
 Tri-County Electric

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	Signature: <b>MEDIACOM</b> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received By (Printed Name): <b>MEDIACOM</b>	C. Date of Delivery: <b>9-4-12</b>
1. Article Addressed to: <b>Scotty Powers                  MediaCom Systems                  90 North Main St.                  Benton, Ky 42025</b>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number: (Transfer from service label)	3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	
7009 2820 0002 6720 9390		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540		



## AMENDMENT TO LICENSE AGREEMENTS FOR POLE ATTACHMENTS

This Amendment, is made between Tri-County Electric Membership Corporation, P.O. Box 40, Lafayette, Tennessee 37083, hereinafter called "Licensor", and MediaCom Systems, 90 North Main Street, Benton, Kentucky 42025 hereinafter called "Licensee";

The parties agree that the License Agreements for Pole Attachments as previously amended shall be further amended as follows:

Article XIII "Rental Payments", paragraph (a) is amended by changing the sum of "\$13.75" to the sum of "\$14.48".

The new rental fee shall be used to calculate the annual rental fees that will be due as of January 1, 2013, after receipt of a proper invoice, based on the number of poles to which attachments are being maintained as of December 31, 2011. The new rental fee will be used to calculate the annual rental fees for 2012, 2013 and 2014.

### MEDIACOM SYSTEMS

DATE SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_  
General Manager

### TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION

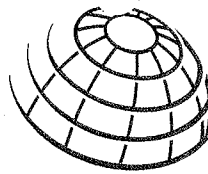
DATE SIGNED: 8/27/2012

BY: \_\_\_\_\_

[Signature]  
Executive V.P. & General Manager

# DuoCounty

TELEPHONE



9/6/2012

Laura,

Please copy S. Linville

& file.  
Thanks,  
DLP



September 4, 2012

Mr. Paul Thompson, EVP & General Manager  
Tri-County Electric  
P. O. Box 40  
Lafayette, TN 37083-0040

Please find attached a fully-executed copy of the amendment to our Joint Use Pole Attachment Agreement.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Daryl L. Hammond".

Daryl L. Hammond  
Chief Financial Officer

DLH:spe  
Attachment

## AMENDMENT

This agreement, is made between Tri-County Electric Membership Corporation, P.O. Box 40, Lafayette, Tennessee 37083, hereinafter called "Tri-County", and Duo County Telephone Cooperative Corporation, Inc., P.O. Box 80, Jamestown, Kentucky, 42629, hereinafter called "Duo County":

WITNESSETH:

That, WHEREAS, the parties hereto have for many years jointly used certain utility poles located within their common service area in the state of Kentucky; and

WHEREAS, the party using a pole owned by the other party has paid a certain fee per pole on an annual basis to the owner of the pole; and

WHEREAS, the parties desire to amend the existing contract between the parties entitled "General Agreement Joint Use Of Wood Poles In Rural Areas" dated December 7, 1973, and previously amended on April 3, 1996, September 5, 2002, January 11, 2006 and October 20, 2008 with regard to the other party;

NOW, THEREFORE, said parties agree that the rental payment due for the years 2012 through 2014, and each year thereafter, until changed, will be calculated on the basis of each party paying a fee of \$20.50 per pole for each pole used by a party that is owned by the other party.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals, one of which is retained by each of the parties, on the date set forth below, with the Agreement to be effective as of the date set forth below.

**DUO COUNTY TELEPHONE COOP. CORP., INC.**

DATE SIGNED:

8/31/12

BY:

  
General Manager

**TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION**

DATE SIGNED:

8/27/2012

BY:

  
Executive V.P. & General Manager

2/22/2013  
Laura,  
Please copy  
& file. <sup>02/25/13</sup> Ken

AMENDMENT

This agreement, is made between Tri-County Electric Membership Corporation, P.O. Box 40, Lafayette, Tennessee 37083, hereinafter called "Tri-County", and North Central Telephone Cooperative, Inc., P.O. Box 70, Lafayette, Tennessee, 37083, hereinafter called "North Central";

**WITNESSETH:**

That, WHEREAS, the parties hereto have for many years jointly used certain utility poles located within their common service area in the states of Tennessee and Kentucky; and

WHEREAS, the parties desire to amend the existing contract between the parties entitled "General Agreement Joint Use Of Wood Poles In Rural Areas" dated July 6, 1973, and previously amended on March 22, 1996, August 30, 2002, January 12, 2006 and October 16, 2008 with regard to the other party; \*

NOW, THEREFORE, said parties agree that the rental payment due for the years 2012 through 2014, and each year thereafter, until changed, will be calculated on the basis of each party paying a fee of \$20.50 per pole for each pole used by a party that is owned by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals, one of which is retained by each of the parties, on the date set forth below, with the Agreement to be effective as of the date set forth below.

**NORTH CENTRAL TELEPHONE COOPERATIVE, INC.**

DATE SIGNED: 2/22/2013 BY: *Queen White*  
President / CEO

**TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION**

DATE SIGNED: 2/22/2013 BY: *Bill Thompson*  
Executive V.P. & General Manager

\* THIS AMENDMENT SUPERSEDES / SUPPLANTS ALL PREVIOUSLY DATED AMENDMENTS.  
2/22/13 RGS (2002-2008)  
PT 2/22/2013

**ARTICLE XII**  
**PERIODICAL ADJUSTMENT OF PAYMENTS**

**(a) At any time after 3 years from the date of this Agreement and at intervals of not less than 3 years thereafter, the payments applicable under this Agreement shall be subject to joint review and adjustment as provided for under Section (b) of this Article upon the written request of either party. In case of adjustment of payments as herein provided, the new payments agreed upon shall apply starting with the annual bill next rendered and continuing until again adjusted.**

**Tri-County**  
*Electric*  
 Membership Corporation  
 www.tcemc.org

405 College Street  
 P. O. Box 40  
 Lafayette, TN 37083-0040

Telephone: (615) 666-2111  
 Toll Free: 1-800-369-2111  
 Fax: (615) 688-2141

August 27, 2012

Mr. David Davis  
 General Manager  
 South Central Rural Telephone Cooperative, Inc.  
 P.O. Box 159  
 Glasgow, Kentucky 42141-0159

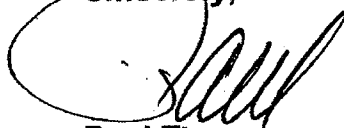
Dear David:

As you are aware, Article XII, Periodical Adjustment of Payments, (attached) of the existing Joint Use Pole Attachment Agreement between South Central Rural Telephone Cooperative, Inc. and Tri-County Electric Membership Corporation authorizes rate adjustments at three year intervals.

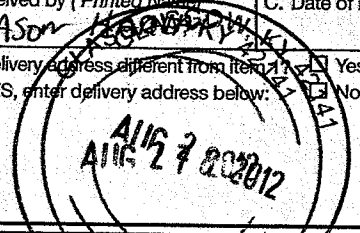
At their August 22, 2012 meeting the Tri-County Electric Board of Directors reviewed current attachment rates based on the standard formula and determined the appropriate rate should be \$20.50 effective January 1, 2012.

We have prepared a proposed amendment to our current contracts in order to make this change in rental rate. I have enclosed herewith two signed copies of the amendment. Please sign both copies, retain one for your records and return one signed copy to me for our files.

Sincerely,



Paul Thompson  
 Executive V.P. & General Manager  
 Tri-County Electric

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee B. Received by (Printed Name) <b>JASON [Signature]</b> C. Date of Delivery	
1. Article Addressed to: <b>Mr. David Davis, Gen. Mgr.</b> <b>SCRTC</b> <b>P.O. Box 159</b> <b>Glasgow, Ky 42141-0159</b>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No  3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. <input type="checkbox"/> Return Receipt for Merchandise 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label) <b>7009 2820 0002 6720 9345</b>		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540		

## AMENDMENT

This agreement, is made between Tri-County Electric Membership Corporation, P.O. Box 40, Lafayette, Tennessee 37083, hereinafter called "Tri-County", and South Central Rural Telephone Cooperative Corporation, Inc., P.O. Box 159, Glasgow, Kentucky 42142, hereinafter called "South Central";

WITNESSETH:

That, WHEREAS, the parties hereto have for many years jointly used certain utility poles located within their common service area in the state of Kentucky; and

WHEREAS, the party using a pole owned by the other party has paid a certain fee per pole on an annual basis to the owner of the pole; and

WHEREAS, the parties desire to amend the existing contract between the parties entitled "General Agreement Joint Use Of Wood Poles In Rural Areas" dated September 7, 1973, and previously amended on April 2, 1996, July 18, 2002, January 11, 2006 and September 4, 2008 with regard to the other party;

NOW, THEREFORE, said parties agree that the rental payment due for the years 2009 through 2011, and each year thereafter, until changed, will be calculated on the basis of each party paying a fee of \$20.50 per pole for each pole used by a party that is owned by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals, one of which is retained by each of the parties, on the date set forth below, with the Agreement to be effective as of the date set forth below.

**SOUTH CENTRAL TELEPHONE COOP. CORP., INC.**

DATE SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_  
General Manager

**TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION**

DATE SIGNED: 8/27/2012

BY: \_\_\_\_\_

*Bill Thompson*  
Executive V.P. & General Manager

**Tri-County**  
*Electric*  
Membership Corporation  
www.tcemc.org

405 College Street  
P. O. Box 40  
Lafayette, TN 37083-0040

Telephone: (615) 666-2111  
Toll Free: 1-800-369-2111  
Fax: (615) 688-2141

August 27, 2012

Mr. Jonathan West  
General Manager & CEO  
Twin Lakes Telephone Cooperative Corporation  
P.O. Box 67  
Gainesboro, Tennessee 38562


Dear Jonathan:

As you are aware, Article XII, Periodical Adjustment of Payments, (attached) of the existing Joint Use Pole Attachment Agreement between Twin Lakes Telephone Cooperative, Inc. and Tri-County Electric Membership Corporation authorizes rate adjustments at three year intervals.

At their August 22, 2012 meeting the Tri-County Electric Board of Directors reviewed current attachment rates based on the standard formula and determined the appropriate rate should be \$20.50 effective January 1, 2012.

We have prepared a proposed amendment to our current contracts in order to make this change in rental rate. I have enclosed herewith two signed copies of the amendment. Please sign both copies, retain one for your records and return one signed copy to me for our files.

Sincerely,

  
Paul Thompson  
Executive V.P. & General Manager  
Tri-County Electric

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>Jonathan West</i></p>	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
Mr. Jonathan West, Gen. Mgr + CEO		<i>GAINESBORO, TN</i>	<i>8-28-12</i>
Twin Lakes Telephone Co-op		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p><b>AUG 28 2012</b></p>	
P.O. Box 67		3. Service <i>38562</i>	
Gainesboro, TN 38562		<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
		7009 2820 0002 6720 9338	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1640	



## AMENDMENT

This Amendment, is made between Tri-County Electric Membership Corporation, P.O. Box 40, Lafayette, Tennessee 37083, hereinafter called "Power Distributor", and Twin Lakes Telephone Cooperative Corporation, P.O. Box 67, Gainesboro, Tennessee, 38562, hereinafter called "Telephone Company";

The Power Distributor and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated as of January 1, 1991, and previously amended, shall be further amended as follows;

"Effective January 1, 2012, adjustment payments per pole due from either party as Licensee to the other party as Owner shall be \$20.50 per annum."

This rate shall remain in effect through December 31, 2014.

### TWIN LAKES TELEPHONE COOPERATIVE, CORPORATION

DATE SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_  
President

### TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION

DATE SIGNED: 8/27/2012

BY:   
Executive V.P. & General Manager

## AMENDMENT TO LICENSE AGREEMENTS FOR POLE ATTACHMENTS

This Amendment is made between Tri-County Electric Membership Corporation, P.O. Box 40 Lafayette, Tennessee, 37083, hereinafter called "Licensor", and Windstream Kentucky East, LLC, 1925 Enterprise Pkwy., Twinsburg, Ohio 44087, hereinafter called "Licensee";

The parties agree that the License Agreements for Pole Attachments dated January 1, 1992, and as previously amended, shall be further amended as follows:

"Effective January 1, 2013 adjustment payments per pole due from Telephone Company shall be \$20.50 per annum. Adjustment payments per pole due from Power Distributor shall be 150% of the Telephone Company rate at \$30.75 per annum. The rates shall remain in effect for the calendar years 2012, 2013 and 2014.

The new rental fee shall be used to calculate the annual rental fees that will be due as of January 1, 2013, after receipt of a proper invoice, based upon the number of poles to which attachments are being maintained on December 31, 2012. The new rental fee will be used to calculate the annual rental fees due for 2012 which were billed in January 2013, the annual rental fees due for 2013, which will be billed in January 2014 and the annual rental fees due for 2014, which will be billed in January 2015.

### WINDSTREAM KENTUCKY EAST, LLC

DATE SIGNED: 6/17/2013 BY:   
V.P. Network Planning/Capital Management

### TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION

DATE SIGNED: 06/17/2013 BY:   
EXECUTIVE V.P. & GENERAL MANAGER

# COPY

Sherman & Howard L.L.C.

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March 27, 2001

Tri-County Electric Membership Corp.  
405 College Street  
P.O. Box 40  
Lafayette, TN 37083-0040

Re: Pole Attachment Agreements between Tri-County Electric Membership Corp. (the "**Consenting Party**") and Brenmor Cable Partners, L.P. ("**AT&T Contract Party**") as listed on the attached Schedule A (the "**Agreements**")

To Whom It May Concern:

AT&T Corp. ("**AT&T**") entered into an agreement with Comcast Corporation and certain of its affiliates pursuant to which AT&T will transfer ownership of the entities holding certain of its cable television systems to Comcast Cable Communications, Inc. ("**Comcast Cable**"), an affiliate of Comcast Corporation, as agent for certain Comcast affiliates.

The purpose of this letter is to request your consent to this transaction. The transaction (including the transfer of the Agreements) will be effected (1) through one or more assignments or other transfers by, mergers of, or changes of control of, the owner of the assets of the systems, including the Agreements, (collectively, the "**Transfers**"), to a wholly-owned subsidiary ("**Transferee**") of Broadband Broadrange, Inc. and Broadband Levittown, Inc. (the "**Parents**"), which are wholly-owned subsidiaries of AT&T Corp., (2) followed by the transfer of 100% of the ownership interests in Transferee or Parents to Comcast Cable.

By executing below, Consenting Party (i) consents to the above-described transaction; (ii) agrees that the Transferee will be responsible for all liabilities and obligations accruing under the Agreements after the Transfers and, effective as of the Transfers, releases the AT&T Contract Party, AT&T Corp. and its affiliates (not including the Transferee) from any obligations and liabilities accruing after the Transfers under the Agreements except for liabilities and obligations arising from any breach of or default under the Agreements occurring on or prior to the Transfers; (iii) agrees that Transferee will not be liable for any liabilities or obligations arising from any breach or default under the Agreements occurring on or prior to the Transfers; and (iv) represents that the Agreements constitute the entire understanding of the parties with respect to the subject matter thereof, the Agreements are in full force and effect and have not been

# Sherman & Howard L.L.C.

Tri-County Electric Membership Corp.

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modified or amended (except as may be described above), and no defaults have occurred and are continuing under the Agreements, nor have any events occurred that, after notice or lapse of time, or both, would constitute such default as a result of which either party would have the right to terminate the Agreements.

AT&T respectfully requests that Consenting Party signify its approval and confirmation of the above by executing this letter and returning it to me as soon as possible in the enclosed self addressed, stamped envelope. Because we anticipate closing by the end of March 2001, your prompt reply would be greatly appreciated.

Thank you in advance for your assistance. Should you have any questions in connection with this request, please feel free to call me at (303) 299-8101.


Sincerely,



Kathy Duncan, Paralegal  
Sherman & Howard L.L.C.  
633 Seventeenth Street, Suite 3000  
Denver, Colorado 80202

APPROVED AND CONFIRMED:

**TRI-COUNTY ELECTRIC MEMBERSHIP CORP.**

By:   
Name: PAUL THOMPSON  
Title: Interim General Manager  
Date: 4/2, 2001

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Tri-County Electric Membership Corp.

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## Schedule "A"

1. Pole Attachment Agreement dated July 5, 1984 (covering Hartsville, TN)
2. Pole Attachment Agreement dated February 2, 1983 (covering Lafayette, Westmoreland and Red Boiling Springs, TN)