

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

<b>THE ELECTRONIC APPLICATION OF</b>	)	
<b>KENERGY CORP. FOR A CERTIFICATE</b>	)	
<b>OF PUBLIC CONVENIENCE AND NECESSITY</b>	)	
<b>FOR THE CONSTRUCTION OF A HIGH-SPEED</b>	)	<b>Case No.</b>
<b>FIBER NETWORK AND FOR APPROVAL OF THE</b>	)	<b>2021-00365</b>
<b>LEASING OF THE NETWORK'S EXCESS CAPACITY</b>	)	
<b>TO AN AFFILIATE TO BE ENGAGED IN THE</b>	)	
<b>PROVISION OF BROADBAND SERVICE TO</b>	)	
<b>UNSERVED AND UNDERSERVED HOUSEHOLDS</b>	)	
<b>AND BUSINESSES OF THE COMMONWEALTH</b>	)	

**KENERGY CORP'S AND KENECT, LLC'S SUPPLEMENTAL  
RESPONSES TO COMMISSION  
STAFF'S POST-HEARING REQUEST FOR INFORMATION**

Kenergy Corp. and Kenect, LLC submit the following Supplemental Responses to Post-Hearing Data Requests in light of the Commission's ruling on the Petition for Confidentiality filed with the Post-Hearing Data Requests:

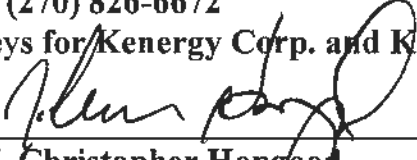
4. State whether the guarantee of payment of the base lease fee and the guarantee of performance under the sublease from Conexon Connect's parent company, Conexon LLC, is unconditional, and identify the document containing the guarantees. If the guarantee is not in the case record, then provide a copy of the agreement containing the guarantee.

**RESPONSE: The parent guarantee is unconditional and filed herewith.**

**WITNESS: TRAVIS SIEWERT**

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By

  
\_\_\_\_\_  
J. Christopher Hopgood  
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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing was served by electronic filing to the Kentucky Public Service Commission, 211 Sower Blvd., Frankfort, KY 40602 with a copy served electronically to the Kentucky Attorney General, Office of Rate Intervention, 700 Capital Avenue, Suite 20, Frankfort, KY 40601-8204, and James W. Gardner and M. Todd Osterloh, Sturgill, Turner, Barker & Maloney, PLLC, 333 W. Vine St., Suite 1500, Lexington, KY 40507 on this 19<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Counsel for Kenergy Corp. and Kenect, Inc.

## PARENT GUARANTY AGREEMENT

This Parent Guaranty Agreement (the "Guaranty") is made on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Conexon, LLC ("Guarantor") in favor of Kenect, Inc. ("Beneficiary"), in consideration of the Beneficiary entering into that certain Fiber Optic Sublease Agreement (the "Sublease") with Conexon Connect, LLC ("Debtor"), dated as of even date herewith.

**WHEREAS**, the Beneficiary is entering into the Sublease with Debtor, under which Debtor will be granted the exclusive right and privilege to use certain facilities comprising a fiber optic network leased to Debtor by Beneficiary in exchange for Debtor's payment of certain lease payments and fulfillment of other obligations, all as set forth in the Sublease; and

**WHEREAS**, Guarantor is the parent company of Debtor and wishes to provide this Guaranty to Beneficiary as part of Debtor's consideration under the Sublease and to induce Beneficiary to enter into the Sublease with Debtor.

**NOW, THEREFORE**, Guarantor and Beneficiary hereby agree as follows:

1. **Guaranty.** Subject to the terms and conditions contained herein, for value received, Guarantor unconditionally and irrevocably guarantees to Beneficiary, its successors, endorsees and assigns, the prompt payment when due of all payments due Beneficiary from Debtor arising under the Sublease (the "Obligations"). Guarantor agrees to be held responsible for the Obligations and agrees to pay the Obligations upon the failure by Debtor to make any payments which are due and payable at any time pursuant to the terms of the Sublease. Further, Beneficiary shall not be obligated to file any claim relating to the Obligations owing to it in the event that Debtor becomes subject to a bankruptcy, reorganization or similar proceeding (whether voluntarily or involuntarily), and the failure of the Beneficiary to so file shall not affect Guarantor's obligations hereunder. This is a guarantee of payment and not one of collection.

2. **Demands and Notice.** Upon the failure by Debtor to make payment due under the Sublease, Beneficiary shall make demand of payment upon Guarantor. Such demand shall be in writing and shall state the amount Debtor has failed to pay, with a specific statement that Beneficiary is calling upon Guarantor to pay under this Guaranty.

3. **Termination.** This instrument is an absolute, unconditional and continuing guaranty and shall remain in full force and effect for the entire term of the Sublease or so long as any payment remains due from Debtor to Beneficiary under the Sublease, whichever is later, or upon Beneficiary's written consent to the termination of this Guaranty.

4. **Waiver.** Guarantor hereby waives: (a) presentment; (b) demand; (c) protest; (d) all notices, including notice of acceptance of this Guaranty, of the creation, extension or modification of any Obligations, of any default of protest, of dishonor or of other action taken in reliance hereon; (e) all demands and notices of any kind in connection with, in protection of or in realization upon any of the Obligations, any obligation hereunder or any security for any of the foregoing; and (f) any right to require Beneficiary to sue or take action against any person to enforce payment of any of the Obligations or to first proceed against Debtor and/or Guarantor.

5. **Notice.** Any demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, as follows:

To Beneficiary:

Kenect, Inc.  
P.O. Box 18  
Henderson, KY 42419  
Attn: \_\_\_\_\_

To Guarantor:

Conexon, LLC  
1028 N. Kingshighway Street  
Cape Girardeau, MO 63701  
Attn: \_\_\_\_\_

Notice given by personal delivery or mail shall be effective upon actual receipt. Any party may change any address to which notice is to be given to it by giving notice as provided above of such change of address.

6. **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the internal laws (but not the laws concerning conflicts of laws) of the commonwealth of Kentucky.

IN WITNESS WHEREOF, Guarantor has signed the Guaranty as of the date first above written.

**GUARANTOR**

**Conexon, LLC**

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

Name: \_\_\_\_\_

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

**BENEFICIARY**

**Kenect, Inc.**

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

Name: \_\_\_\_\_

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