REDACTED

COMMUNICATION COMPANY TRANSFER AGREEMENT BETWEEN DUO COUNTY TELEPHONE COOPERATIVE AND SOUTH KENTUCKY RECC

THIS TRANSFER AGREEMENT is entered into this 2nd day of September, 19 94 by DUO COUNTY TELEPHONE COOPERATIVE (hereinafter referred to as the Telephone Company) and by SOUTH KENTUCKY RECC (hereinafter referred to as the Electric Company).

W I T N E S S E T H

WHEREAS, the Electric Company and the Telephone Company in cooperative effort do presently participate in the joint use of poles under a separate agreement for the purpose of providing electric and cable television service to their respective customers; and

WHEREAS, the Telephone Company owns cables, drops, and other facilities for the provision of television service which are installed upon or attached to poles owned by the Electric Company; and

WHEREAS, the Electric Company, from time to time, must replace existing poles with new poles, thereby requiring the cables, drops, or other facilities of the Telephone Company to be transferred from the existing poles to the replacement poles; and

WHEREAS, both the Electric Company and the Telephone Company desire that the telephone cables, drops, and other facilities be transferred by the Electric Company at the time of pole replacement by the Electric Company;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties do hereby agree as follows:

1. Whenever, for any reason, the Electric Company replaces existing poles which are owned by the Electric Company to which are attached facilities of the Telephone Company, the Electric Company may, at its discretion, unless otherwise directed, transfer the cables, drops, or other facilities of the Telephone Company from the existing poles to the replacement poles.

2. The Electric Company may, under the descriptions described above, transfer cables and drops which are attached to the poles with straight line type construction and where restringing, resagging or repair of such cables or drops is not required. Transferring of telephone attachments requiring the addition of special hardware, splicing or replacement, and transferring of risers, pole mounted switchgear, splicing cabinets, terminal boxes, and amplifiers are specifically excluded from this agreement.

REDACTED

3. The Electric Company will not undertake the partial transfer of the attachments of the Telephone Company on any pole, except in the event of emergency repair work as described in Section 2 above. The Electric Company's responsibility under this agreement is limited to Electric Company poles changed out after the effective date of this Agreement.

4. Transfers will be made in accordance with the specifications of the Telephone Company and shall be in conformity with the terms and provisions of the National Electrical Safety Code and any other applicable binding orders, statutes, ordinances, rules and regulations of any other governmental body.

5. When the Electric Company intends to replace a pole (or poles) to which the Telephone Company's cables, drops or facilities are attached, and when the Electric Company determines that it will not transfer such cables, drops or facilities, it will so notify the Telephone Company as provided in the Joint Use Agreement so as to enable the Telephone Company to perform the transfer.

6. Each party agrees not to assign its interests under this Agreement without prior written approval of the other party,

7. [redacted]

8. The engineering or construction field forces of the Electric Company and the Telephone Company will meet/communicate from time to time with a view toward reaching an agreement on miscellaneous hardware [redacted] In so doing, the parties anticipate that [redacted]

REDACTED

9. In consideration for the services provided by the Electric Company pursuant to this Agreement, the Telephone Company shall pay to the Electric Company [redacted] where the Telephone Company cables, drops, and facilities are transferred by the Electric Company, without regard to the number of cables or drops transferred. Billing any payments shall be in accordance with the procedures already established by the Joint Use Agreement.

10. This Agreement shall remain in full force and effect until terminated by either Party upon providing the other Party with [redacted] written notifications as follows:

To: South Kentucky RECC
P.O. Box 910
Somerset, KY 42502

To: Duo County Telephone Cooperative
P.O. Box 80
Jamestown, KY 42629

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed on this 2nd day of September, 19 94.

DUO COUNTY TELEPHONE COOPERATIVE

Susan P. Emerson
(Attest)

William Magruder

SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION

Don Alexander
(Attest)

Keith Sloan
President and General Manager

REDACTED

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

SUPERCEDES AMENDMENT # 1 DATED SEPTEMBER 25, 1992

AMENDMENT TO ARTICLE XI, OF THE GENERAL AGREEMENT BETWEEN THE PARTIES, DATED JANUARY 1, 1972 FOR JOINT USE OF WOOD POLES IN SYSTEM AREAS.

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties.

Amend Section E, Article XI by deleting the first sentence thereof and substituting in its place the following:

"Effective January 1, 2007 adjustment payments [redacted]

Executed on the 18th **day of** October **20** 06.

ATTEST:

Carol Wright

COO

Title

South Kentucky R.E.C.C Electric Cooperative

BY Allen Anderson

President/CEO

Title

WITNESS:

VP/CFO

Title

Duo County Telephone Cooperative Corporation

BY

EVP/CEO

Title

REDACTED

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

SUPERCEDES AMENDMENT # 1 DATED SEPTEMBER 25, 1992

AMENDMENT TO ARTICLE XI, OF THE GENERAL AGREEMENT BETWEEN THE PARTIES, DATED JANUARY 1, 1972 FOR JOINT USE OF WOOD POLES IN SYSTEM AREAS.

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties.

Amend Section E, Article XI by deleting the first sentence thereof and substituting in its place the following:

"Effective January 1, 2007, adjustment payments [redacted]

Executed on the 26th **day of** February **20**07.

ATTEST:

Joni Barnett

Operations Team Assistant

Title

SOUTH KENTUCKY R.E.C.C

BY Allen Anderson

President & CEO

Title

WITNESS:

Steven L. James

Acct. Mngr

Title

Highland Telephone Cooperative Corporation

BY John D. Nelson

CFO

Title

REDACTED

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT # 1 OF THE YEAR 2006

AMENDMENT TO ARTICLE XI, OF THE GENERAL AGREEMENT BETWEEN THE PARTIES, DATED FEBUARY 10, 1972 FOR JOINT USE OF WOOD POLES IN SYSTEM AREAS.

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties.

Amend Section E, Article XI by deleting the first sentence thereof and substituting in its place the following:

"Effective January 1, 2006, [redacted]

REDACTED

[redacted]

Executed on the_____day of _____ 20_____.

ATTEST:

SOUTH KENTUCKY R.E.C.C
Electric Cooperative

_____

BY_____

COO
Title

Head Coach & CEO
Title

WITNESS:

Bellsouth Telecommunications Inc.

_____

BY_____

MANAGER
Title

GENERAL MANAGER-OPERATIONS, KY
Title

REDACTED

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

SUPERCEDES AMENDMENT # 1 DATED SEPTEMBER 25, 1992

AMENDMENT TO ARTICLE XI, OF THE GENERAL AGREEMENT
BETWEEN THE PARTIES, DATED JANUARY 1, 1972
FOR JOINT USE OF WOOD POLES IN SYSTEM AREAS.

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties.

Amend Section E, Article XI by deleting the first sentence thereof and substituting in its place the following:

"Effective January 1, 2007, adjustment payments [redacted]

Executed on the 19th day of February 20 07 .

ATTEST:

Operations Team Assistant
Title

SOUTH KENTUCKY R.E.C.C

BY _____

CEO
Title

WITNESS:

General Manager
Title

Twin Lakes Telephone Cooperative Corporation

BY _____

President
Title

REDACTED

COMMUNICATION COMPANY TRANSFER AGREEMENT BETWEEN HIGHLAND TELEPHONE COOPERATIVE AND SOUTH KENTUCKY RECC

THIS TRANSFER AGREEMENT is entered into this 16th day of September, 19 94 by HIGHLAND TELEPHONE COOPERATIVE (hereinafter referred to as the Telephone Company) and by SOUTH KENTUCKY RECC (hereinafter referred to as the Electric Company).

W I T N E S S E T H

WHEREAS, the Electric Company and the Telephone Company in cooperative effort do presently participate in the joint use of poles under a separate agreement for the purpose of providing electric and telephone service to their respective customers; and

WHEREAS, the Telephone Company owns cables, drops and other facilities for the provision of telephone service which are installed upon or attached to poles owned by the Electric Company; and

WHEREAS, the Electric Company, from time to time, must replace existing poles with new poles, thereby requiring the cables, drops, or other facilities of the Telephone Company to be transferred from the existing poles to the replacement poles; and

WHEREAS, both the Electric Company and the Telephone Company desire that the telephone cables, drops, and other facilities be transferred by the Electric Company at the time of pole replacement by the Electric Company;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties do hereby agree as follows:

1. Whenever, for any reason, the Electric Company replaces existing poles which are owned by the Electric Company to which are attached facilities of the Telephone Company, the Electric Company may, at its discretion, unless otherwise directed, transfer the cables, drops, or other facilities of the Telephone Company from the existing poles to the replacement poles.

2. The Electric Company may, under the descriptions described above, transfer cables and drops which are attached to the poles with tangent or dead-end type construction and where restringing, resagging or repair of such cables or drops is not required. The Electric Company may also, at its discretion, transfer down guys. Transferring of telephone attachments requiring the addition of special hardware, splicing or replacement, and transferring of risers, pole mounted switchgear, splicing cabinets, terminal boxes, and amplifiers and specifically excluded from this agreement.

REDACTED

3. The Electric Company will not undertake the partial transfer of the attachments of the Telephone Company on any pole, except in the event of emergency repair work as described in Section 2 above. The Electric Company's responsibility under this agreement is limited to Electric Company poles changed out after the effective date of this Agreement.

4. Transfers will be made in accordance with the specifications of the Telephone Company and shall be in conformity with the terms and provisions of the National Electrical Safety Code and any other applicable binding orders, statutes, ordinances, rules and regulations of any other governmental body.

5. When the Electric Company intends to replace a pole (or poles) to which the Telephone Company's cables, drops or facilities are attached, and when the Electric Company determines that it will not transfer such cables, drops or facilities, it will so notify the Telephone Company as provided in the Joint Use Agreement so as to enable the Telephone Company to perform the transfer.

6. Each party agrees not to assign its interests under this Agreement without prior written approval of the other party,

7. [redacted]

8. The engineering or construction field forces of the Electric Company and the Telephone Company will meet/communicate from time to time with a view toward reaching an agreement on miscellaneous hardware [redacted]

REDACTED

9. In consideration for the services provided by the Electric Company pursuant to this Agreement, the Telephone Company shall pay to the Electric Company the sum of [redacted] per pole where the Telephone Company cables, drops, and facilities are transferred by the Electric Company, without regard to the number of cables or drops transferred. Billing any payments shall be in accordance with the procedures already established by the Joint Use Agreement.

10. This Agreement shall remain in full force and effect until terminated by either Party upon providing the other Party with [redacted] written notifications as follows:

To: South Kentucky RECC
P.O. Box 910
Somerset, KY 42502

To: Highland Telephone Cooperative
P.O. Box 119
Sunbright, TN 37872

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed on this 16th day of September, 1994.

HIGHLAND TELEPHONE COOPERATIVE

Sandra Harness
(Attest)

Fred Terry

SOUTH KENTUCKY RECC

Don Alexander
(Attest)

Keith Sloan
President and General Manager

REDACTED

*Article XI

GENERAL AGREEMENT

JOINT USE OF WOOD POLES IN RURAL AREAS

Contract Revised January, 1971

PREAMBLE

SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION, a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Electrical Distributor"), and South Central Bell Telephone Co., a corporation organized under the laws of the State of Delaware (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the rural areas in which both parties render service in the State(s) of Kentucky, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows:

ARTICLE I

SCOPE OF AGREEMENT

(a) This Agreement shall be in effect in the areas in which both of the parties render service in the State(s) of Kentucky, and shall cover all wood poles now existing or hereafter erected in the above territories, except where said poles are covered by or later brought under an urban contract of the parties, when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude any of its facilities from joint use.

(c) It is the intention of the parties that adequate electric and telephone service shall be made available to the widest practicable number of rural users in the above territory.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. **A JOINT POLE** is a pole jointly used by both parties.

2. **A NORMAL JOINT POLE** is a pole which is just tall enough to provide normal spaces, as normal space is hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by the parties in their respective normal spaces. Such pole for the purpose of this Agreement shall be a [redacted] wood pole as classified by the pole classification tables of the American Standards Association.

3. **SPACE** is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Article and the specifications mentioned in Article III which in certain instances permit the making of certain attachments by one party in the space reserved for the other party).

4. **NORMAL SPACE** is the following described space:

a. For the Electrical Distributor the uppermost [redacted] measured from top of pole.

b. For the Telephone Company a space of [redacted] at a sufficient distance below the space of the Electrical Distributor to provide at all times the minimum clearance required by the specifications mentioned in Article III

and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space.

The foregoing definition of "a normal joint pole" is not intended to preclude the use of joint poles shorter or of less strength than the normal joint pole in locations where such poles will meet the requirements of the parties hereto.

The above assignment of space is not intended to preclude the use of vertical runs or the mounting of such equipment as terminals or meters on the lower portions of the pole when mutually agreeable.

ARTICLE III
SPECIFICATIONS

Except as otherwise provided in Section (f) of Article VII, referring to construction temporarily exempt from the application of the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with accepted modern methods such as those suggested in Edison Electric Institute Publication No. M12 and shall at all times conform to the requirements of the National Electrical Safety Code, Sixth Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

In establishing joint use of wood poles whether installed new for joint use or installed initially for circuits of either party, the total transverse and vertical loads for all conductors attached to a pole covered by this Agreement shall not, under the assumed storm loadings of the National Electrical Safety Code for the area in which the pole is located, exceed fifty (50) percent of the ultimate fiber stress of the supporting pole. In the case of existing pole lines, the strength of the pole shall be assumed to be the same as when new.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electrical Safety Code, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles.

ARTICLE IV
ESTABLISHING JOINT USE OF EXISTING POLES

(a) Before either party shall make use of the poles of the other party under this Agreement, it shall request permission therefor in writing on the form attached hereto and identified as Appendix A or such other form as may be mutually agreed upon and shall comply with the procedure set forth in said approved form.

(b) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space or additional space on such pole, it shall make written application therefor, specifying the location of the poles in question, the amount of space desired on each pole, and the number and character of the circuits to be placed thereon. If, in the judgment of the owner, the poles are necessary for its own sole use or joint use under the circumstances is undesirable, the owner shall have the right to reject the application. In any event, within a reasonable period after the receipt of such application the owner shall notify the applicant in writing whether the application is approved or rejected. Upon receipt of notice from the owner that the application has been approved, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's circuits on such poles, including any necessary pole replacements, the applicant shall have the right as licensee hereunder to use such space in accordance with the terms of the application and of this Agreement.

(c) Whenever any jointly used pole or any pole about to be so used under the provisions of this Agreement is insufficient in height or strength for the existing attachments and for the proposed additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require.

(d) Each party shall place, transfer and rearrange its own attachments, place guys and anchors to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

REDACTED

APPENDIX B

This Appendix describes the basic principles and guides which have been used under this Agreement in setting the adjustment payments specified in Article XI and which are to be used in making periodical adjustment of payments as provided for in Article XII.

[redacted]

APPENDIX A

TO_____ _____
Name of Electrical Distributor — Date

_____ _____
Address — Request Number

This is to request permission for this company to use jointly certain of your poles under the terms and conditions of our General Agreement for Joint Use of Wood Poles in Rural Areas, dated _____.

The poles, including the number and character of circuits to be placed thereon, for which this permission is requested are those included in the pole lines indicated on the attached map, which also bears the above date and Request Number.

Our present plan is to start this work about _____, 19____, and complete the work about _____, 19____.

If permission to use these poles is given by you, this Company will prepare and furnish to you, after engineering is complete, detailed construction plans and drawings, together with necessary maps, to indicate specifically your poles that we wish to use jointly, the number and character of the circuits to be placed on such poles, and any rearrangements of fixtures and equipment necessary, as well as any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of this Agreement.

If the joint use proposed is agreeable, please signify your approval of this request in the space provided and return the second copy to us.

_____ _____
Name of Telephone Company — Signature of Telephone Company Representative

_____ _____
Address — Title

To_____ _____
Name of Telephone Company — Date

_____
Address

This is to advise you that the above request to use jointly certain poles of this system is approved. You may proceed with such joint use of poles on the terms and conditions of the Agreement referred to above, and under the conditions outlined in your request.

_____ _____
Title of Electrical Distributor Representative — Signature of Electrical Distributor Representative

REDACTED

(e) Wherever practicable, double thimble anchor rods with anchors of sufficient holding power to sustain any unbalanced loads of the two parties shall be installed and used jointly. The ownership of the double thimble anchor rods and anchors will be vested in the owner of the pole. In any case, where one party provides at the request of the other party double thimble anchor rods and anchors for the use of both parties the party requesting the double thimble anchor rods and anchors shall pay to the party placing the double thimble anchor rods and anchors a sum equal to half of the cost of the anchors and anchor rods in place. In cases where the existing anchors are adequate for the needs of both parties the party desiring additional guys may where necessary install an adapter at its own expense. In cases where existing anchor rods and anchors are adequate for the needs of only one party the party desiring additional guys and anchors may where necessary install anchors and anchor rods at no expense to the other party or in the case of right-of-way restrictions may provide a double thimble anchor rod and anchor in place of the existing anchor rod and anchor to which the other party can attach its existing guy at its own expense.

(f) The cost of establishing the joint use of existing poles including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII - Division of Costs.

ARTICLE V
ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities for an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it shall promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, susceptible of joint use. Within a reasonable period after the receipt of such notice, the other party shall reply in writing, stating whether it does, or does not, desire space on the said poles and, if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve. If such other party requests space on the proposed new poles and if the character and number of its circuits and attachments are such that the party proposing to construct the new pole facilities does not consider joint use undesirable, then it shall erect poles suitable for such joint use, subject, however, to the provisions of Section (b) of this Article, and subject further to the condition that request by either party for space on proposed new poles of the other party under this Agreement shall be made in writing on the form attached hereto and identified as Appendix A or such other form as may be mutually agreed upon and shall comply with the procedure set forth in said approved form. The applicant for space on the poles shall be promptly notified in writing of the action taken on the application.

(b) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new pole facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles that neither party shall be obligated to pay to the other any adjustment payments because of their respective use of joint poles owned by the other, due regard being given to the desirability of avoiding mixed ownership of poles in a section of line.

(c) Each party shall place its own attachments on the new joint poles and place guys and anchors to sustain any unbalanced loads caused by its attachments except as otherwise provided under Article IV, Section (e). The party owning the pole line shall provide initial right-of-way clearance [redacted] on each side of the center line to the extent practicable, all right-of-way in excess of this [redacted] swath to be borne by the party requiring the additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE VI
RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the owner and licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on joint poles, the owner does not warrant or assure to the licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the licensee shall at any time be prevented from placing or maintaining its attachments on the owner's poles, no liability on account thereof shall attach to the owner of the poles.

REDACTED

ARTICLE VII
MAINTENANCE OF POLES AND ATTACHMENTS

(a) The owner shall maintain its joint poles in a safe and servicable condition and in accordance with the specifications mentioned in Article III and shall replace, reinforce or repair such of these poles as become defective. In case of emergency, with the giving of verbal notice, [redacted]

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location.

(c) Whenever it is necessary to replace or relocate a jointly used pole, the owner shall, before making such replacement or relocation, give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the licensee, specifying in such notice the time of such proposed replacement or relocation and the licensee shall at the time so specified transfer its attachments to the new or relocated joint pole. Should the licensee fail to transfer its attachments to the new joint pole on the date specified for such transfer of attachments, the owner may elect to relinquish the ownership of the old pole from which it has removed its attachments, with the giving of verbal notice to be subsequently followed in writing. Such old pole shall thereupon, at no cost to the licensee, become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liabilty, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon. In instances where the Electrical Distributor is the owner of such pole the unused portion of the pole above the licensee's attachments shall be cut off and removed by the owner before relinquishing ownership, if the pole remains in structural conflict with the power route.

(d) Each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair. Where the parties mutually agree that right-of-way maintenance on existing joint use lines is necessary for the protection of their service, the cost of the following work shall be shared as follows:

1. The removal of dead or dangerous trees shall be shared equally.
2. Chemical control or removal of undergrowth by cutting at the ground line in a swath measured [redacted]eet on each side of the center line as follows:

a. [redacted]

b.

c.

(e) Each party shall be responsible for trimming its own circuits at its own expense where right-of-way is maintained by trimming (side growth, undergrowth or overhead growth).

(f) Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in Article III shall be brought into conformity therewith as soon as practicable.

When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections (a) and (d) of this Article.

(g) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Article VIII - Division of Costs.

ARTICLE XX
TERM OF AGREEMENT

(be effective on and a[redacted]

This Agreement shall continue in full force and effect until the[redacted] and shall continue thereafter until terminated, insofar as the making of attachments to additional poles is concerned, by either party giving to the othe[redacted] notice in writing of intention to terminate the right of making attachments to additional poles. Any such termination of the right to make attachments to additional poles shall not, however, abrogate or terminate the right of either party to maintain the attachments theretofore made on the poles of the other or additional attachments to such poles, and 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 said attachments.

ARTICLE XXI
EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of poles in rural areas are by mutual consent hereby abrogated and superseded by this Agreement.

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

ARTICLE XXII
APPROVAL OF THE ADMINISTRATOR

This Agreement, and any amendment thereof, shall be effective subject to the condition that, during any period in which the Electrical Distributor is a borrower from the Rural Electrification Administration, the Agreement and any amendment thereof shall have the approval in writing of the Administrator of the Rural Electrification Administration.

In witness whereof the parties hereto, have caused these presents to be executed in triplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the 19th day of October, 1978.

(SEAL)

ATTESTS: South Kentucky Rural Electric Coop Corp.

Wm J Shaun
Secretary

BY Hugh B Morrison
Vice President

(SEAL)

ATTESTS: South Central Bell Telephone Co.

Claude T. Smith

BY [signature]
VICE PRESIDENT

FORM APPROVED
Mcmnlly
GENERAL ATTORNEY

REDACTED

ARTICLE XV
ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or 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 to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, leasee, assignee, merging or consolidating company, as the case may be; and provided further that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVI
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 XVII
PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the owner thereof, but any tax, fee, or charge levied on owner's poles solely because of their use by the licensee shall be paid by the licensee.

ARTICLE XVIII
BILLS AND PAYMENT FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within [redacted] after the completion of such work an itemized statement of the costs and such other party shall within [redacted] after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

ARTICLE XIX
SERVICE OF NOTICES

Whenever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Electrical Distributor at its office

P.O. Box 910 Somerset, KY 42501

or to the Telephone Company at its office at 534 Armory Place Louisville, KY 40202

_____ as the case may be,
or to such other address as either party may from time to time designate in writing for that purpose.

ARTICLE VIII
DIVISION OF COSTS

[redacted]

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ARTICLE IX
PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give immediate notice to the other party of such contemplated change and in the event that the party agrees in writing to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the specifications mentioned in Article III for the character of circuits involved and such other changes as may be agreed upon. The parties shall cooperate to determine the equitable apportionment of the net expense of such changes. In the event, however, that the other party fails within 30 days from receipt of such notice to agree in writing to such change in character of circuits, then both parties shall cooperate in accordance with the following plan:

1. The parties hereto shall determine the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall carry out the necessary work as promptly as practicable.

2. The net costs of re-establishing such circuits in the new location as are necessary to furnish the same business facilities that existed in the joint use section at the time such change was decided upon, shall be borne [redacted]

Unless otherwise agreed by the parties, ownership of any new line or underground facilities constructed under the foregoing provisions in a new location shall vest in the party for whose use it is constructed.

ARTICLE X
ABANDONMENT OF JOINT USED POLES

(a) If the owner desires at any time to abandon any jointly used pole, it shall, except as provided in Article VII, Section (c), give the licensee notice in writing to that effect at least [redacted] prior to the date on which it intends to abandon such pole. If at the expiration of said period the owner shall have no attachments thereon, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the owner [redacted] The former owner shall further evidence transfer of title to the pole by appropriate means. [redacted]

(b) The licensee may at any time abandon the use of a joint pole by removing therefrom any and all attachments it may have thereon and by giving such notice as may be mutually agreed upon.

ARTICLE XI
ADJUSTMENT PAYMENTS

[redacted]

[redacted]

(e) Adjustment payments per pole due from one party as licensee to the other party or owner shall, subject to the provisions of Article XII, be [redacted] by the Electrical Distributor for each jointly used pole owned by the Telephone Company and [redacted] by the Telephone Company for each jointly used pole owned by the Electrical Distributor [redacted]

(f) At intervals not exceeding [redacted] years an actual inventory of attachments shall be made by representatives of the parties. If there is any difference in the number of attachments found by the inventory and the number arrived at by tabulating those reported, correction will be made by [redacted]

ARTICLE XII
PERIODICAL ADJUSTMENT OF PAYMENTS

[redacted]

ARTICLE XIII
DEFAULTS

(a) If either party shall default in any of its obligations under this Agreement and such default continues [redacted] after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use and if such default shall continue for a period of [redacted] after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.

(b) If after reasonable notice either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within [redacted] upon presentation of bills therefor shall, at the election of the other party, constitute a default under Section (a) of this Article.

ARTICLE XIV
EXISTING RIGHTS OF OTHER PARTIES

(a) If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges, it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party, except those of a municipality or other public authority, shall be treated as attachments belonging to the grantor, and the rights, obligations, and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

(b) Where municipal regulations require either party to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Article, provided attachments of such parties are placed and maintained in accordance with the specifications mentioned in Article III.

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AGREEMENT AND AMENDMENT TO JOINT USE AGREEMENT

This Agreement and Amendment to Joint Use Agreement, made and entered into this 4th day of August, 2020, is by and between South Kentucky Rural Electric Cooperative Corporation, 200 Electric Avenue, P.O. Box 910, Somerset, Kentucky 42502 (hereinafter, "SKRECC" or "Electrical Distributor" or "Power Distributor"), and Windstream Kentucky East, LLC, 4001 N Rodney Parham Rd, Little Rock, AR 72221 (hereinafter, "Windstream" or "Telephone Company") (collectively, the "Parties").

WITNESSETH:

WHEREAS, SKRECC and Windstream's corporate predecessor-in-interest, General Telephone of Kentucky, Inc., originally entered into an agreement titled "General Agreement for Joint Use of Wood Poles in Rural Areas", dated January 1, 1972, which set forth the terms and conditions under which they jointly used each other's utility poles to provide service to their respective customers; and,

WHEREAS, the January 1, 1972 General Agreement for Joint Use of Wood Poles in Rural Areas was subsequently amended on October 19, 1978; August 19, 1982; February 23, 1994; May 5, 1998; and, March 23, 2006, to reflect changes in pole attachment rates and other commercial provisions (collectively, the "1972 Agreement"); and,

WHEREAS, Windstream (as the current successor-in-interest to the several telecommunications companies jointly using SKRECC's utility poles since the creation of the 1972 Agreement), and SKRECC currently conduct business under the 1972 Agreement; and,

WHEREAS, SKRECC and Windstream desire to amend the 1972 Agreement related to pole attachment rates, payment deadlines and procedures, contractual term, and to make agreement on other matters related to their ongoing commercial business relationship;

NOW, THEREFORE, in consideration of the mutual promises made herein, and to promote an enduring and amicable commercial business relationship between them SKRECC and Windstream, for themselves, and their successors and assigns, do hereby covenant, agree and affirm that the 1972 Agreement shall remain in effect, subject to the following amendments and additional terms and conditions:

I. AMENDMENTS TO 1972 AGREEMENT

A. Amend Article XI, Section (e), "Adjustment of Payments", by deleting the first sentence thereof and substituting in its place the following (subject to any other amendments provided in this Agreement the remaining portions of Article XI, Section (e), endure):

"(e) For a period of t[redacted] and ending [redacted] adjustment payments per pole due from one party as licensee to the other party or owner shall, subject to the provisions of Article XII, be [redacted] by

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the Electrical Distributor for each jointly used pole owned by the Telephone Company, and [redacted] by the Telephone Company for each jointly used pole owned by the Electrical Distributor."

B. Amend Article XI, Section (e), "Adjustment of Payments", by deleting the last sentence thereof and substituting in its place the following (subject to any other amendments provided in this Agreement the remaining portions of Article XI, Section (e), endure):

[redacted]

C. Amend Article XI, Section (f), "Adjustment of Payments", by deleting the entire section (f) and substituting in its place the following:

[redacted]

D. Amend Article XII, Section (a), "Periodical Adjustment of Payments", by deleting the entire section (a) and substituting in its place the following:

REDACTED

[redacted]

E. Amend "Appendix B", by deleting without substitution the last sentence thereof which currently reads: "The calculation for Telephone Company adjustment payments to Power Distributor and Power Distributor adjustment payments to the Telephone Company based on the preceding principles for this contract is as follows:".

II. ADDITIONAL AGREEMENT TERMS AND CONDITIONS

[redacted]

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[redacted]

D. Effect on any Conflicting Provisions of the 1972 Agreement —To the extent that any other provisions of the 1972 Agreement conflict with the Amendments or Additional Agreement Terms and Conditions set forth in this Agreement, this Agreement is deemed to be controlling and any such conflicting provisions are nullified.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate and their corporate seals to be affixed thereto by their respective officers which have been duly authorized on this 4th day of August, 2020.

South Kentucky Rural Electric Cooperative Corporation

ATTEST: _____ BY: _____

TITLE: Board Chairperson TITLE: President/Chief Executive Officer

Windstream Kentucky East, LLC

ATTEST: DocuSigned by: kim Edwards 1F33C2EBA0E5491... BY: DocuSigned by: Tony Thomas 3568E8EF31A348F...

TITLE: Staff Manager - Engineering Support TITLE: President & CEO

Sensitivity: Internal

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GENERAL AGREEMENT
JOINT USE OF WOOD POLES

PREAMBLE

South Kentucky Rural Electric Cooperative Corporation, a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Cooperative"), and Twin Lakes Telephone Cooperative Corp., a corporation organized under the laws of the State Tennessee (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the areas in which both parties render service in the State(s) of Kentucky and Tennessee, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows:

ARTICLE I
SCOPE OF AGREEMENT

(a) This Agreement shall be in effect in the areas in which both of the parties render service in the State(s) of Kentucky and Tennessee, and shall cover all wood poles of the parties now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude any of its facilities from joint use.

(c) It is the intention of the parties that adequate telephone service shall be made available to the widest practicable number of rural users in the above territory.

ARTICLE II
EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. A JOINT POLE is a pole jointly used by both parties.

2. A NORMAL JOINT POLE is a pole which is just tall enough to provide normal spaces, as normal space is hereinafter defined, for the parties and just strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by the parties in their respective normal spaces. Such pole for the purpose of this Agreement shall be a ____ [redacted] wood pole as classified by the pole classification tables of the American Standards Association.

REDACTED

3. SPACE is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for by the specifications mentioned in Article III which in certain instances permit the making of certain attachments by one party in the space reserved for the other party).

4. NORMAL SPACE is the following described space:

a. For the Cooperative the uppermost [redacted] measured from top of pole.

b. For the Telephone Company a space of [redacted] at a sufficient distance below the space of the Cooperative to provide at all times the minimum clearance required by the specifications mentioned in Article III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space.

The foregoing definition of "a normal joint pole" is not intended to preclude the use of joint poles shorter or of less strength than the normal joint pole in locations where such poles will meet the requirements of the parties hereto.

The above assignment of space is not intended to preclude the use of vertical runs or the mounting of such equipment as terminals or meters on the lower portions of the pole when mutually agreeable.

ARTICLE III

SPECIFICATIONS

Except as otherwise provided in Section (e) of Article VII, referring to construction temporarily exempt from the application of the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with accepted modern methods such as those suggested in Edison Electric Institute Publication No. M12 and shall at all times conform to the requirements of the National Electrical Safety Code, Fifth Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

In establishing joint use of wood poles whether installed new for joint use or installed initially for electric circuits along, the total transverse and vertical loads for all conductors attached to a pole covered by this agreement shall not, under the assumed storm loadings of the National Electrical Safety Code for the area in which the pole is located, exceed fifty (50) percent of the ultimate fiber stress of the supporting pole. In the case of existing pole lines, the strength of the pole shall be assumed to be the same as when new.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electrical Safety Code, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles.

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Before the Telephone Company shall make use of the poles of the Cooperative under this Agreement, it shall request permission therefor in writing on the form attached hereto and identified as Appendix C, and shall comply with the procedure set forth in said Appendix C.

(b) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space or additional space on such pole, it shall make written application therefor, specifying the location of the poles in question, the amount of space desired on each pole, and the number and character of the circuits to be placed thereon. If, in the judgment of the owner, the poles are necessary for its own sole use, or joint use under the circumstances is undesirable, the owner, shall have the right to reject the application. In any event, within a reasonable period after the receipt of such application the owner shall notify the applicant in writing whether the application is approved or rejected. Upon receipt of notice from the owner that the application has been approved, and after the completion of any

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transferring or rearranging which is required to permit the attaching of the applicant's circuits on such poles, including any necessary pole replacements, the applicant shall have the right as licensee hereunder to use such space in accordance with the terms of the application and of this Agreement.

(c) Whenever any jointly used pole or any pole about to be so used under the provisions of this Agreement is insufficient in height or strength for the existing attachments and for the proposed additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require.

(d) Each party shall place, transfer and rearrange its own attachments, place guys to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall at all times execute such work promptly and in such manner as not to interfere with the service of the other party.

(e) The cost of establishing the joint use of existing poles, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII -- Division of Costs.

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities for an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it shall promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency), stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, susceptible of joint use. Within a reasonable period after the receipt of such notice, the other party shall reply in writing, stating whether it does, or does not, desire space on the said poles and, if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve. If such other party requests space on the proposed new poles and if the character and number of its circuits and attachments are such that the party proposing to construct the new pole facilities does not consider joint use undesirable, then it shall erect poles suitable for such joint use, subject, however, to the provisions of Section (b) of this Article, and subject further to the condition that requests by the Telephone Company for space on proposed new poles of the Cooperative under this Agreement shall be made in writing on the form attached hereto and identified as Appendix C, and shall comply with the procedure set forth in said Appendix C. The applicant for space on the poles shall be promptly notified in writing of the action taken on the application.

(b) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new poles facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles that neither party shall be obligated to pay to the other any rentals because of their respective use of joint poles owned by the other.

(c) Each party shall place its own attachments on the new joint poles and place guys to sustain any unbalanced loads caused by its attachments. The owner shall, however, provide the initial clearing of the right-of-way, and tree trimming, which shall at least meet the requirements of the other party. Each party shall execute its work promptly and in such manner as not to interfere with the service of the other party.

(d) The cost of establishing the joint use of new poles including costs incurred in the retirement of existing poles shall be borne by the parties hereto in the manner provided in Article VIII -- Division of Costs.

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ARTICLE VI

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the owner and licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on joint poles, the owner does not warrant or assure to the licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owner property, and if the licensee shall at any time be prevented from placing or maintaining its attachments on the owner's poles, no liability on account thereof shall attach to the owner of the poles.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall maintain its joint poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace, reinforce or repair such of these poles as become defective.

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location.

(c) Whenever it is necessary to replace or relocate a jointly used pole, the owner shall, before making such replacement or relocation, give notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the licensee, specifying in such notice the time of such proposed replacement or relocation and the licensee shall at the time so specified transfer its attachments to the new or relocated joint pole.

(d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments, and perform any necessary tree trimming or cutting incidental thereto, in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair. Nothing in the foregoing shall preclude the parties hereto from making any mutually agreeable arrangement for jointly contracting for or otherwise providing for maintenance trimming.

(e) Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in Article III shall be brought into conformity therewith as soon as practicable.

When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections (a) and (d) of this Article.

(f) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Article VIII - Division of Costs.

ARTICLE VIII

DIVISION OF COSTS

[redacted]

[redacted]

ARTICLE IX

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give [redacted] *notice to the other party of such*

REDACTED

contemplated change and in the event that the party agrees in writing to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the specifications mentioned in Article III for the character of circuits involved and such other changes as may be agreed upon. The parties shall cooperate to determine the equitable apportionment of the net expense of such changes. In the event, however, that the other party fails within [redacted] from receipt of such notice to agree in writing to such change in character of circuits, then both parties shall cooperate in accordance with the following plan:

1. The parties hereto shall determine the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall promptly carry out the necessary work.

2. [redacted]

Unless otherwise agreed by the parties, ownership of any new line or underground facilities constructed under the foregoing provisions in a new location shall vest in the party for whose use it is constructed.

ARTICLE X

ABANDONMENT OF JOINTLY USED POLES

(a) If the owner desires at any time to abandon any jointly used pole, it shall give the licensee notice in writing to that effect at least [redacted] prior to the date on which it intends to abandon such pole. If at the expiration of said period the owner shall have no attachments on such pole but the licensee shall not have removed all of the attachments therefrom, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the owner [redacted] The former owner shall further evidence transfer of title to the pole by means of a bill of sale. [redacted]

(b) The licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the owner and by removing therefrom any and all attachments it may have thereon. The licensee shall in such case pay to the owner the full rental for said pole for the then current year.

ARTICLE XI

RENTALS

[redacted]

REDACTED

[redacted]

ARTICLE XII

PERIODICAL ADJUSTMENT OF RENTALS

[redacted]

ARTICLE XIII

DEFAULTS

(a) If either party shall default in any of its obligations under this Agreement and such default continues [redacted] *after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default in so far as concerns the granting of future joint use and if such default shall continue for a period of* [redacted] *after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.*

(b) If either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within [redacted] *upon presentation of bills therefor shall, at the election of the other party, constitute a default under Section (a) of this Article.*

ARTICLE XIV

EXISTING RIGHTS OF OTHER PARTIES

(a) If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges, it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party, except those of

REDACTED

a municipality or other public authority, shall be treated as attachments belonging to the grantor, and the rights, obligations, and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

(b) Where municipal regulations require either party to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Article, provided attachments of such parties are placed and maintained in accordance with the specifications mentioned in Article III.

ARTICLE XV

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or 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 to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVI

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 XVII

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the owner thereof, but any tax, fee, or charge levied on owner's poles solely because of their use by the licensee shall be paid by the licensee.

ARTICLE XVIII

BILLS AND PAYMENT FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within [redacted] *after the completion of such work an itemized statement of the costs and such other party shall within* [redacted] *after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.*

REDACTED

ARTICLE XIX

SERVICE OF NOTICES

Whenever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Cooperative at its office at Somerset, Kentucky *, or to the Telephone Company at its office at* Gainesboro, Tennessee *, as the case may be, or to such other address as either party may from time to time designate in writing for that purpose.*

ARTICLE XX

TERM OF AGREEMENT

Subject to the provisions of Article XIII, Defaults, herein, this Agreement shall remain in effect until terminated at the end of [redacted] *from the date hereof or thereafter upon the giving of written notice to the other party not less than* [redacted] *prior to the date of termination.*

ARTICLE XXI

EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by this Agreement.

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

ARTICLE XXII

APPROVAL OF ADMINISTRATOR

This Agreement, and any amendment thereof, shall be effective subject to the condition that, during any period in which the Cooperative is a borrower from the Rural Electrification Administration, the Agreement and any amendment thereof shall have the approval in writing of the Administrator of the Rural Electrification Administration.

In witness whereof, the parties hereto, have caused these presents to be executed in triplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the 12th *day of* November *19* 55 *.*

[SEAL]

ATTEST: South Kentucky Rural Electric Cooperative Corp.

H. Crawford By G P Rice
President

[SEAL]

ATTEST: Twin Lakes Telephone Cooperative Corp.

By
President

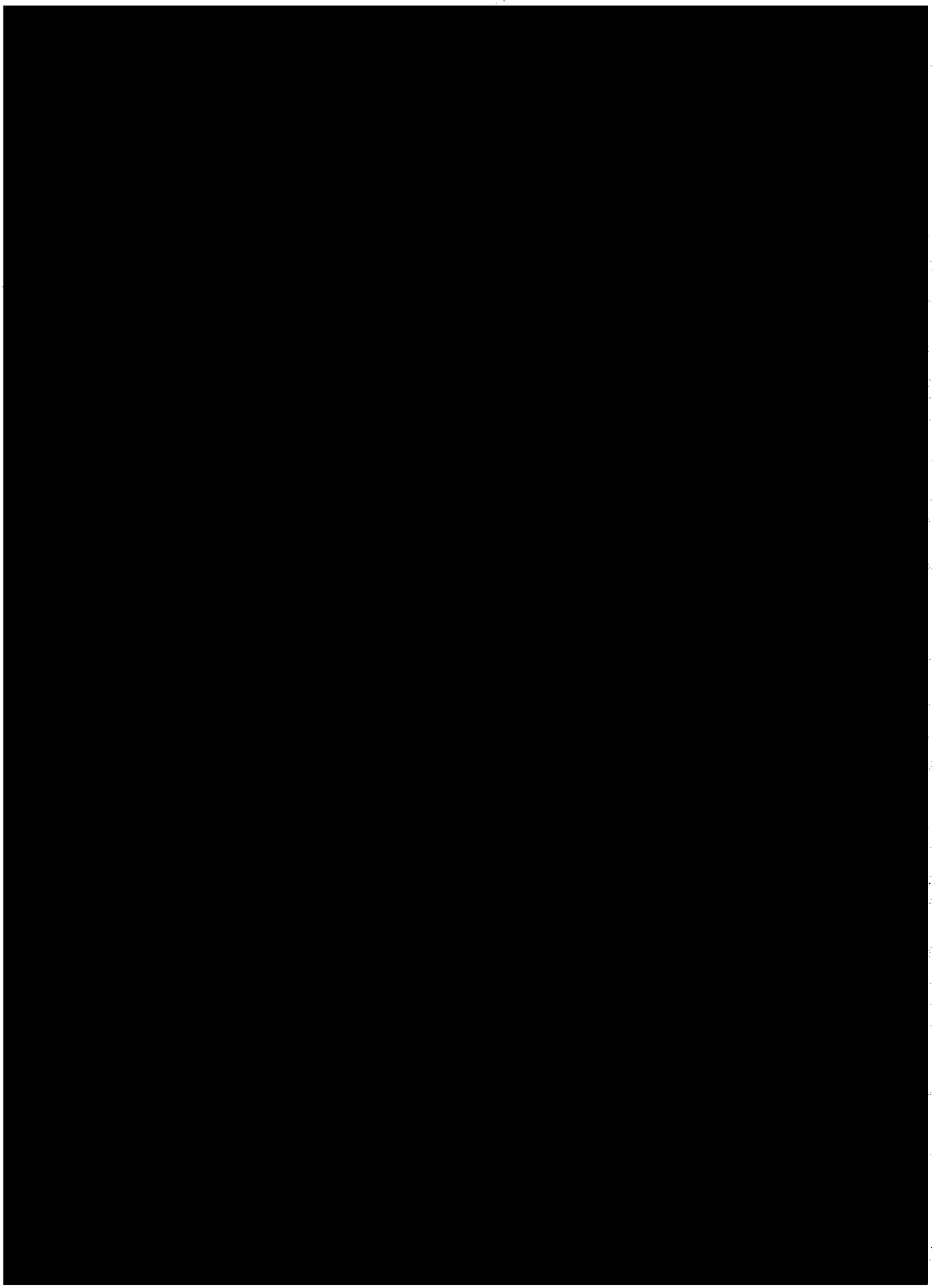
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APPENDIX A

This Appendix contains tables of pole values to be used in dividing costs as provided under Article VIII. It also outlines the steps for adjusting such values to determine any payments that the licensee must make to the owner t

[redacted]



REDACTED

APPEXDIX B

This Appendix describes the basic principles and guides which have been used under this Agreement in setting the rents specified in Article XI and which are to be used in making periodical adjustments of rentals as provided for in Article XII.

[redacted]

REDACTED

RENTAL PAYMENTS

[redacted]

[redacted]

REDACTED

APPENDIX C

NAME OF TELEPHONE COMPANY _____ LOCATION _____

REQUEST NUMBER _____ DATE _____

To NAME OF COOPERATIVE _____ LOCATION _____

This is to request your permission for this Company to use jointly certain of your poles under the terms and conditions of the General Agreement for Joint Use of Wood Poles which has been executed by your Cooperative and this Company.

The poles for which this permission is requested are located generally within the limits of the extension-of-service project in the territory indicated by the attached map, which also bears the above date and Request Number.

If permission to use these poles is given by you, this Company intends to canvass fully the territory generally within the project limits and if construction of the project by use of your poles for our attachments is begun, will furnish telephone service to all establishments therein desiring service, subject to its tariff rates and regulations.

Our present plan is to start the work involved in this project about _____ MONTH - YEAR

and complete the work about _____ MONTH - YEAR.

If permission to use these poles is given by you, this Company proposes to prepare and furnish to you detailed construction plans and drawings to indicate specifically your poles that we wish to use jointly, in accordance with the procedure provided in Article IV or V of the Agreement, as the case may be, together with a map showing the final project limits as determined after engineering is complete. If the final project limits vary substantially from the project limits shown on the map attached hereto, it is understood that this Company will request your further permission to use poles within the territory indicated on the final map.

If the joint use proposed is agreeable to your Cooperative please signify your approval on the second copy of this request in the space provided and return that copy to this Company.

TITLE OF EMPLOYEE MAKING THIS REQUEST _____ NAME OF EMPLOYEE _____

To NAME OF TELEPHONE COMPANY _____ LOCATION _____

This is to advise you that your _____ REQUEST NUMBER, *to use jointly certain poles of this Cooperative to furnish telephone service to rural users, as stated therein, is agreeable to this Cooperative. You may proceed with such joint use of poles on the terms and conditions of the General Agreement for Joint Use of Wood Poles now in effect between us, and under the conditions outlined in your request.*

NAME OF COOPERATIVE _____ DATE _____

TITLE OF COOPERATIVE REPRESENTATIVE _____ NAME OF COOPERATIVE REPRESENTATIVE _____

REA FORM 283
4-54

REDACTED

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

SUPERCEDES AMENDMENT # 1 DATED SEPTEMBER 25, 1992

AMENDMENT TO ARTICLE XI, OF THE GENERAL AGREEMENT BETWEEN THE PARTIES, DATED JANUARY 1, 1972 FOR JOINT USE OF WOOD POLES IN SYSTEM AREAS.

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties.

Amend Section E, Article XI by deleting the first sentence thereof and substituting in its place the following:

"Effective January 1, 2007, adjustment payments per pole due from one party as licensee to the other party or owner shall, subject to the provisions of Article XII, be the following [redacted]:

[redacted]

Executed on the 19th **day of** February **20** 07.

ATTEST:

Operations Team Assistant
Title

SOUTH KENTUCKY R.E.C.C

BY

CEO
Title

WITNESS:

General Manager
Title

Twin Lakes Telephone Cooperative Corporation

BY

President
Title