

**ARTICLE XX
TERM OF AGREEMENT**

This Agreement shall continue in full force and effect until the _____, _____, _____, and shall continue thereafter until terminated, insofar as the making of attachments to additional poles is concerned, by either party giving to the other _____ years 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between the parties hereto for the joint use of poles in rural areas are by mutual consent hereby abrogated and superseded by this Agreement.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 1st day of January, 19 72.

(SEAL)

ATTESTS:

[Signature]
Secretary

Fleming-Mason Rural Electric Cooperative Corp.

BY [Signature]
President

(SEAL)

ATTESTS:

General Telephone Company of Kentucky

[Signature]
Secretary

BY [Signature]
OPERATING VICE PRESIDENT

APPENDIX A

TO _____ Date _____
 Name of Electrical Distributor
 _____ Request Number
 Address _____

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 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 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; return the second copy to us.

 Name of Telephone Company Signature of Telephone Company Representative

 Address Title

To _____ Date _____
 Name of Telephone Company

 Address

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

 Title of Electrical Distributor Signature of Electrical Distributor
 Representative Representative

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.

Under these principles the adjustment payments are intended, insofar as it is practicable, to result in a sharing of the economies realized by the joint use of pole plant in proportion to the relative costs of separate pole line construction.

