REDACTED

GENERAL AGREEMENT

JOINT USE OF WOOD POLES IN RURAL AREAS

Contract Revised January, 1971

PREAMBLE

Farmers Rural Electric Cooperative Corporation, a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Electrical Distributor"), and South Central Rural Telephone Cooperative Corp., a corporation organized under the laws of the State of Kentucky (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

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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.

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(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 15 feet on each side of the center line to the extent practicable, all right-of-way in excess of this [redacted] 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.

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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, licensee may replace joint poles, anchors and guys as may be considered necessary for public safety or the restoration of licensee's service, in which case the licensee shall be reimbursed by the owner in the full amount of the cost of labor and materials plus any applicable overhead expenses.

(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] feet 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.

REDACTED

ARTICLE VIII
DIVISION OF COSTS

(a) The cost of erecting new joint poles coming under this Agreement, to construct new pole lines, to make extensions to existing pole lines, or to replace existing poles, except as covered in (c) below, shall be borne by the parties as follows:

[redacted]

(b) Any payments for poles made by the licensee under any foregoing provisions of this Article shall not entitle the licensee to the ownership of any part of said poles for which it has contributed in whole or in part.

(c) Where an existing jointly used pole or a non-joint pole is prematurely replaced by a new one solely for the benefit of the licensee, the cost of the new pole shall be divided as specified in Section (a) of this Article and [redacted] The replaced pole shall be removed and retained by its owner.

(d) Each party shall place, maintain, rearrange, transfer and remove its own attachments at its own expense except as otherwise expressly provided herein.

(e) The expense of maintaining joint poles shall be borne by the owner thereof except that the cost of replacing poles shall be borne by the parties hereto in the manner provided in Sections (a) and (c) of this Article.

(f) Where service drops of one party crossing over or under lines of the other party are attached to the other party's poles, either directly or by means of a pole top extension fixture, the cost shall be borne as follows:

[redacted]

(g) [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 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 [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 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 the [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

[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.

* See S.R.E.C.C. letter dated 7-13-73
and S.C.R.T.C. letter dated 7-19-73.

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 90 days after the completion of such work an itemized statement of the costs and such other party shall within 30 days 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

504 South Broadway, Glasgow, Kentucky 42141

or to the Telephone Company at its office at 322 West Main Street, Glasgow, Ky. 42141

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

REDACTED

ARTICLE XX
TERM OF AGREEMENT

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 other [redacted] 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 July, 19 72.

(SEAL)

ATTESTS:

FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION

J. T. Withers
Secretary

BY _____
President

(SEAL)

ATTESTS:

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP.

Teresa Bartley

BY Robert D. Estes

REDACTED

AMENDMENT

This Amendment, effective as of the date signed by the last party hereto as set forth by the signature of such party below, is made between Farmers Rural Electric Cooperative Corporation, 504 South Broadway, Glasgow, Kentucky 42141, hereinafter called "Farmers", and South Central Rural Telephone Cooperative Corporation, Inc., 1399 Happy Valley Road, Glasgow, Kentucky 42141, hereinafter called "South Central";

W I T N E S S E T H:

WHEREAS, the parties hereto have for many years jointly used certain utility poles located within their common service area in the Commonwealth 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 July 1, 1972, and last amended on September 24, 2002, with regard to the adjustment payments per pole due from one party as licensee to the other party;

NOW, THEREFORE, said parties agree that the rental payment due for aerial attachments for the year 2005 and each year thereafter, until changed, will be calculated on the basis of each party paying a fee of [redacted] per pole for each pole used by a party that is owned by the other party. Said parties also agree that the rental payment due for pedestal only attachments for the year 2005 and each year thereafter, until changed, will be calculated on the basis of each party paying a fee of [redacted] 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 Amendment to be effective of the latest date set forth below.

SOUTH CENTRAL RURAL TELEPHONE
COOPERATIVE CORPORATION, INC.

BY: Forrest Wilson — DATE SIGNED: 1/17/2006
Forrest Wilson, General Manager

FARMERS RURAL ELECTRIC
COOPERATIVE CORPORATION

BY: Jackie B Browning — DATE SIGNED: 1/16/2006
Jackie B. Browning, President & CEO

REDACTED

GENERAL AGREEMENT

JOINT USE OF WOOD POLES IN RURAL AREAS

Contract Revised January, 1971

PREAMBLE

Farmers Rural Electric Cooperative Corporation, a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Electrical Distributor"), and Kentucky Telephone Company, a corporation organized under the laws of the State of Kentucky (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 uppermos[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

REDACTED

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

(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, licensee may replace joint poles, anchors and guys as may be considered necessary for public safety or the restoration of licensee's service, in which case the licensee shall be reimbursed by the owner in the full amount of the cost of labor and materials plus any applicable overhead expenses.

(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] feet 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.

REDACTED

ARTICLE VIII
DIVISION OF COSTS

(a) The cost of erecting new joint poles coming under this Agreement, to construct new pole lines, to make extensions to existing pole lines, or to replace existing poles, except as covered in (c) below, shall be borne by the parties as follows:

[redacted]

(b) Any payments for poles made by the licensee under any foregoing provisions of this Article shall not entitle the licensee to the ownership of any part of said poles for which it has contributed in whole or in part.

(c) Where an existing jointly used pole or a non-joint pole is prematurely replaced by a new one solely for the benefit of the licensee, the cost of the new pole shall be divided as specified in Section (a) of this Article and [redacted]

(d) Each party shall place, maintain, rearrange, transfer and remove its own attachments at its own expense except as otherwise expressly provided herein.

(e) The expense of maintaining joint poles shall be borne by the owner thereof except that the cost of replacing poles shall be borne by the parties hereto in the manner provided in Sections (a) and (c) of this Article.

(f) Where service drops of one party crossing over or under lines of the other party are attached to the other party's poles, either directly or by means of a pole top extension fixture, the cost shall be borne as follows:

[redacted]

(g) [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 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 [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 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 60 days 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 the [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

[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 thirty [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.

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 90 days after the completion of such work an itemized statement of the costs and such other party shall within 30 days 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

504 South Broadway, Glasgow, Kentucky 42141

or to the Telephone Company at its office at London, Kentucky 40741

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

REDACTED

ARTICLE XX
TERM OF AGREEMENT

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 other [redacted] 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 July, 19 72.

(SEAL)

ATTESTS:

J. T. Withers
Secretary

Farmers Rural Electric Cooperative Corporation

BY [signature]
President

(SEAL)

ATTESTS:

Kentucky Telephone Company

BY [signature]

REDACTED

AMENDMENT

This Amendment, effective as of the date signed by the last party hereto as set forth by the signature of such party below, is made between Farmers Rural Electric Cooperative Corporation, 504 South Broadway, Glasgow, Kentucky 42141, hereinafter called "Farmers", and Windstream Kentucky East, Inc., 4001 Rodney Parham Road, Little Rock, Arkansas 72212, hereinafter called "Windstream";

W I T N E S S E T H:

WHEREAS, Farmers and General Telephone Company of Kentucky entered into an agreement entitled "General Agreement Joint Use of Wood Poles In Rural Areas" on January 1, 1972, hereinafter called the "Agreement"; and

WHEREAS, Farmers has agreed to the assignment of said Agreement to Windstream; and

WHEREAS, the parties have for many years jointly used certain utility poles located within their common service area in the Commonwealth 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 said Agreement with regard to the adjustment payments per pole due from one party as licensee to the other party;

NOW, THEREFORE, said parties agree that the annual adjustment payment per pole for attachments for the year 2006 and each year thereafter, until changed, shall be [redacted] by Farmers for each jointly used pole owned by Windstream and [redacted] by Windstream for each jointly used pole owned by Farmers.

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 Amendment to be effective of the latest date set forth below.

WINDSTREAM KENTUCKY EAST, INC.

BY: Thomas O. Mudock Jr. — DATE SIGNED: 1/22/07
Signature

THOMAS A. MUDOCK, JR. — MANAGER
Print Name — Title

FARMERS RURAL ELECTRIC COOPERATIVE CORPORATION

BY: Jackie B. Browning — DATE SIGNED: 12/26/2006
Jackie B. Browning, President & CEO