REDACTED

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO ARTICLE XI, OF GENERAL AGREEMENT

FOR JOINT USE OF WOOD POLES IN RURAL AREAS

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties dated January 1, 1972.

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

"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]

Executed on the 18th day of November 1993.

ATTEST

Secretary

NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION

By Robert C Wade
President

WITNESS

Brandenburg Telephone

Title

REDACTED

GENERAL AGREEMENT

JOINT USE OF WOOD POLES IN RURAL AREAS

PREAMBLE

NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION, a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Electrical Distributor"), and Brandenburg 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 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

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 hereon, 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

(c) 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 thi[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:

[redacted]

(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 withi [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:

[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 [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.

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

P. O. Box 668, Elizabethtown, Kentucky 42701

to the Telephone Company at its office at Brandenburg, Kentucky 40108

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

REDACTED

ARTICLE XX

TERM OF AGREEMENT

be effective on and after January 1, 1972

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] 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 3rd day of October, 1972.

SEAL)

ATTESTS:

Howard Rayland
Secretary

Nolin Rural Electric Coop. Corp.

BY Rudolph Rogers
President

SEAL)

ATTESTS:

_____

BY _____

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

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

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO ARTICLE XI OF GENERAL AGREEMENT

FOR JOINT USE OF WOOD POLES IN RURAL AREAS

The Electical Distributor and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties dated January 1, 1972.

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

"Adjustment payments [redacted]

Executed on the 4th day of May 1994

ATTEST

Cheryl D. Goodman
Secretary

NOLIN RURAL ELECTRIC
COOPERATIVE CORPORATION

Michael L. Miller
General Manager

WITNESS

Secretary

GTE SOUTH, INC.

Regional Director - Network Provisioning

REDACTED

See art XV

GENERAL AGREEMENT

JOINT USE OF WOOD POLES IN RURAL AREAS

PREAMBLE

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

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. 302 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

(c) 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, 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. 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:

[redacted]

(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 payment 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) [redacted]

(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. [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 leas[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 30 days 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, 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 [redacted] after the completion of such work an itemized statement of the costs and such other party shall [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 668, Elizabethtown, Kentucky 42701

or to the Telephone Company at its office at 111 South Main Street

Elizabethtown, Kentucky 42701

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

be effective on and after January 1, 1971 and shall

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] 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 22nd day of December, 19 71.

(SEAL)

ATTESTS:

Nolin Rural Electric Cooperative Corp.

Secretary

BY Rudolph Rogers
President

(SEAL)

ATTESTS:

BY

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

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]

REDACTED

TELECABLE CORP. JOINT USE AGREEMENT

THIS AGREEMENT, made this 7th day of November, 1979 by and between TELECABLE OF RADCLIFF, INC. hereinafter called "TV", party of the first part, and the NOLIN RECC, a corporation of the State of Kentucky, hereinafter called "NOLIN", party of the second part,

W I T N E S S E T H:

WHEREAS, TV proposes to furnish television antenna service to residents of the following described area, to wit: Radcliff, Kentucky, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of Nolin; and,

WHEREAS, Nolin is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances to its poles where, in its judgment, such use will not interfere with its own service requirements and of all other licensees using Nolin's poles, including consideration of economy and safety,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. ATTACHMENT APPLICATIONS AND PERMITS - Nolin shall have the right to limit the attachments to any one of its poles to [redacted]

[redacted] Before making attachment to any pole or poles of Nolin, TV shall make application and receive a permit therefor in the Form of

REDACTED

2. MAINTENANCE OF ATTACHMENTS - TV shall, at its own expense, make and maintain said attachments in a safe condition and in thorough repair, and in a manner suitable to Nolin and so as not to conflict with the use of said poles by Nolin, or by other persons, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Nolin, or interfere with the working use of facilities there or which may, from time to time, be placed thereon. TV shall at any time, at its own expense, upon notice from Nolin relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Nolin; provided, however, that in cases of emergency, Nolin may arrange to relocate, replace or renew the facilities placed on said poles by TV, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Nolin, or its other licensees, and TV shall, on demand reimburse Nolin for the total expense thereby incurred.

3. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS - TV's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, 1977 Edition, and Bell System Practices of the AG, C and G Series, or any amendments or revisions of said code or practices and in compliance with any rules or orders now in effect or that hereafter be issued by the Energy Regulatory Commission of Kentucky, or other authority having jurisdiction.

4. COSTS ASSOCIATED WITH ATTACHMENTS - In the event that any pole or poles of Nolin to which TV desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifi-

REDACTED

[redacted]

5. MAINTENANCE AND OPERATION OF NOLIN'S FACILITIES - Nolin reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements, but in accordance with the specifications hereinbefore referred to. Nolin shall not be liable to TV for any interruption to service of TV or for interference with the operation of the cables, wires and appliances of TV arising in any manner out of the use of Nolin's poles hereunder.

6. FRANCHISES AND EASEMENTS - TV shall submit to Nolin evidence, satisfactory to Nolin, of TV's authority to erect and maintain its facilities within public streets, highways and other thoroughfares within the above described territory which is to be served and shall secure any necessary consent by way of easement franchise or other satisfactory license, permit or authority, acceptable to Nolin from State, County or municipal authorities or from the owners of property where necessary to construct and maintain facilities at the locations of poles of Nolin which it desires to use.

7. INSPECTION OF FACILITIES - Nolin, because of the importance

REDACTED

8. RENTALS - [redacted]

9. PRECAUTIONS TO AVOID FACILITY DAMAGE - TV shall exercise special precautions to avoid damage to facilities of Nolin and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage. TV shall make an immediate report to Nolin of the occurance of any damage and hereby agrees to reimburse Nolin for the expense incurred in making repairs.

10. INDEMNITIES AND INSURANCE - [redacted] TV will provide in an insurance company authorized to do business in the Commonwealth of Kentucky:

[redacted]

REDACTED

[redacted] This insurance may not be cancelled for any cause without [redacted] advance notice being first given to Nolin RECC.

11. ATTACHMENT REMOVAL AND NOTICES - TV may at any time voluntarily remove its attachments from any pole or poles of Nolin, but shall immediately give Nolin written notice of such removal in the form of Exhibit B, hereto attached and made a part hereof. No refund of any rental will be due on account of such voluntary removal. After removals, holes shall be plugged with treated wooden dowells of appropriate size.

12. FORBIDDEN USE OF POLES - Upon notice from Nolin to TV that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit covering the use of such pole or poles shall immediately terminate and TV shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

13. NON-COMPLIANCE - If TV shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within [redacted] after written notice from Nolin to correct such default or non-compliance, Nolin may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occured, by giving notice to TV

REDACTED

15. WAIVERS - Failure 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.

16. USE OF NOLIN'S FACILITIES BY OTHERS - Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Nolin, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and Nolin shall have the right to continue and extend such rights or privileges. The attachment privileges herein shall at all times be subject to such existing contracts and arrangements.

17. ASSIGNMENT - TV shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of Nolin.

18. PROPERTY RIGHTS - No use, however, extended, of Nolin poles, under this agreement, shall create or vest in TV any ownership or property rights in said poles, but TV rights therein contained shall be and remain a mere permit. Nothing herein contained shall be construed to compel Nolin to maintain any of said poles for a period longer than demanded by its own service requirements.

19. FAILURE TO PROCEED - [redacted]

REDACTED

20. TERM - This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 13 or 19, shall continue in effect for a term of not less than [redacted] Either party may terminate the agreement at the end of said period or at any time thereafter by giving to the other party at least [redacted] written notice. Upon termination of the agreement in accordance with any of its terms, TV shall immediately remove its cables, wires and appliances from all poles of Nolin. If not removed, Nolin shall have the right to remove them at the cost and expense of TV and without any liability therefor.

21. PERFORMANCE BOND OR CASH DEPOSIT -

[redacted]

REDACTED

[redacted]

22. NOTICES - Any notice, or request, required by this agreement shall be deemed properly given if mailed, postage prepaid, to the General Manager or Chief Engineer, Nolin Rural Electric Cooperative Corporation, P. O. Box 668, Elizabethtown, Kentucky 42701, in the case of Nolin, or to TeleCable of Radcliff; P. O. Box 720; Norfolk, Virginia 23501 in the case of TV. The designation of the person to be notified, and/or his address may be changed by Nolin or TV at any time, or from time to time by similar notice.

23. Subject to the provisions of Section 17 hereof, this agreement shall extend to and bind the successors and assigns of the

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed the day and year first above written.

TELECABLE OF RADCLIFF, INC.

BY _____
President

ATTEST:

_____
Secretary

NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION

BY _____
PRESIDENT

ATTEST:

_____
Secretary

REDACTED

EXHIBIT A

APPLICATION AND PERMIT

_____, _____, 19 _____.

NOLIN RECC

In accordance with the terms of Agreement dated _____, 19_____, application is hereby made for license to make attachments to the following poles:

Location _____
(City, County, and State)

Pole Numbers	NUMBER OF ATTACHMENTS			Pole Locations & Remarks
	Cables	Service	Amplifiers	

BY _____

TITLE _____
(Applicant)

Permit granted _____, 19___, subject to your approval of the following changes and rearrangements at an estimated cost to you of $_____.

NOLIN RECC

BY _____

TITLE _____

The above changes and rearrangments approved.

BY _____ Permit No. _____

TITLE _____ Total Poles _____

REDACTED

EXHIBIT B

NOTIFICATION OF REMOVAL BY LICENSEE

_____ _____, 19 ___.

NOLIN RECC

In accordance with the terms of Agreement dated _____ 19___, kindly cancel from your records the following poles covered by Permit No. _____, from which attachments were removed on _____, 19___.

Location _____
(City, County and State)

POLE NUMBERS	POLE LOCATIONS

BY _____

TITLE _____
Applicant

Notice Acknowledged

_____, 19 ____.

NOLIN RECC

BY _____

TITLE _____

Notice No. _____

Total Poles Discontinued _____

REDACTED

GENERAL AGREEMENT

JOINT USE OF WOOD POLES IN RURAL AREAS

PREAMBLE

Nolin 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 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

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

(c) 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:

[redacted]

(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 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 [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 30 days 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

P. O. Box 668, Elizabethtown, Kentucky 42701

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

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

be effective on and after January 1, 1971 and shall

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] 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 February, 19 72.

(SEAL)

ATTESTS:

Howard Rayland
Secretary

NOLIN RURAL ELECTRIC COOPERATIVE CORP.

BY Rudolph Rogers
President

(SEAL)

ATTESTS:

KENTUCKY TELEPHONE COMPANY

BY W W Thomason
President

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

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

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO ARTICLE XI, OF GENERAL AGREEMENT

FOR JOINT USE OF WOOD POLES IN RURAL AREAS

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties dated January 1, 1972.

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

"Adjustment payments per pole [redacted]

Executed on the 10th day of November 19 94.

ATTEST

Secretary

NOLIN RURAL ELECTRIC
COOPERATIVE CORPORATION

By Robert C. Wade
President

South Central RTCC

WITNESS

Bonnie Sherfey

EXECUTIVE VICE PRESIDENT - GENERAL MANAGER
Title

REDACTED

GENERAL AGREEMENT

JOINT USE OF WOOD POLES IN RURAL AREAS

PREAMBLE

Nolin 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, Inc., 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

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

(c) 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:

[redacted]

(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 the licensee shall pay the owner the [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 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. [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 o[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

P. O. Box 668, Elizabethtown, Kentucky 42701

or to the Telephone Company at its office at 322 West Main Street,

Glasgow, Kentucky 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

be effective on and after January 1, 1971 and shall

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] 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 4th day of January, 1972.

(SEAL)

ATTESTS:

NOLIN RURAL ELECTRIC COOPERATIVE CORP.

Howard Rayland
Secretary

BY Rudolph Rogers
President

(SEAL)

ATTESTS:

South Central Rural Telephone Cooperative Corp., Inc.

Helen Bartley

BY Robert E. Eaton

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

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

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO ARTICLE XI, OF GENERAL AGREEMENT

FOR JOINT USE OF WOOD POLES IN RURAL AREAS

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties dated January 1, 1972.

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

"Adjustment payments [redacted]

Executed on the 8 Th day of December 1993.

ATTEST

Secretary

NOLIN RURAL ELECTRIC
COOPERATIVE CORPORATION

By Robert C Wade
President

WITNESS

South Central Bell

General Mgr - Net Ops
Title

APPROVED
ATTORNEY

REDACTED

GENERAL AGREEMENT

JOINT USE OF WOOD POLES IN RURAL AREAS

PREAMBLE

Nolin 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 Company, 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

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, 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. 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:



(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 the licensee shall pay the owner the [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 withi [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. [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.

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

P. O. Box 668, Elizabethtown, Kentucky 42701

or to the Telephone Company at its office at 534 Armory Place

Louisville, Kentucky 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.

REDACTED

ARTICLE XX

TERM OF AGREEMENT

be effective on and after January 1, 1971 and shall

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] 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 7th day of December, 19 71.

(SEAL)

ATTESTS:

Howard Ragland
Secretary

Nolin Rural Electric Cooperative Corp.

BY Rudolph Rogers
President

(SEAL)

ATTESTS:

Clarene Pearce
Assistant Secretary

South Central Bell Telephone Company

BY Paul M. Hamilton
Vice President and General Manager

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