

Ruth

POLE ATTACHMENT AGREEMENT

22nd THIS POLE ATTACHMENT AGREEMENT ("Agreement") made as of the day of June 2006 by and between BIG SANDY RECC, a Kentucky corporation, hereinafter referred to as the "Power Distributor," and FOOTHILLS RURAL TELEPHONE COOPERATIVE CORPORATION, INC., a Kentucky corporation, hereinafter referred to as the "Telephone Company."

WITNESSETH:

WHEREAS, in the areas in the State of Kentucky served by both parties certain utility poles are presently used jointly by the Power Distributor and the Telephone Company, such joint use being maintained under the terms of a Joint Use Agreement dated October 7, 1953 between the Power Distributor and Telephone Company ("Prior Use Agreement"); and

WHEREAS, the parties desire to continue such joint use and further to use other poles jointly in the future, when and where such joint use will be of mutual advantage in meeting their respective service requirements; and

WHEREAS, because of changed conditions and experience gained, and to facilitate the administration of joint use, the parties desire to terminate the Prior Use Agreement and enter into this Agreement giving due recognition to the fact that the comparative numbers of joint use poles owned by the parties, the respective space allocated to or used by the parties, the concern for the ability to provide reliable service, the relative positions of the parties on the poles all have a bearing on the contribution to be made by the parties both as to ownership and maintenance of joint use poles.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto for themselves, their successors and assigns do hereby terminate the Prior Use Agreement and do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

For the purpose of this agreement, the following terms when used herein shall have the following definitions:

A. **"ATTACHMENT"** shall mean any wires, cables, strands, materials or apparatus affixed to a joint use pole now or hereafter used by either party in the construction, operation or maintenance of its plant.

B. **"CHANGE IN CHARACTER OF CIRCUITS"** shall mean any change in either party's facilities which affects either loading on the pole or clearance between the facilities of the Parties.

C. **"CODE"** shall mean the National Electrical Safety Code, as it may be amended from time to time.

D. **"DAYS"** as used herein shall mean calendar days.

E. **"INJURIES"** include death, personal injury and property damage or destruction.

F. **"JOINT USE"** shall mean maintaining or specifically reserving space for the attachments of both parties on the same pole at the same time.

G. **"JOINT USE POLE"** shall mean any pole upon which space is provided under this Agreement for the attachments of both Parties, whether such space is actually occupied by attachments or reserved therefore upon specific request.

H. **"LICENSEE"** shall mean the party having the right under this Agreement to make attachments to a Joint Use Pole owned by the other Party.

I. **"OWNER"** is the Party owning the Joint Use Pole.

J. **"POLE" OR "POLES"** includes the singular and plural.

K. **"REARRANGING OF ATTACHMENTS"** shall mean the moving of attachments from one position to another on a Joint Use Pole.

L. **"RESERVED"**, as applied to space on a Pole, shall mean unoccupied space provided and maintained by Owner, either for its own use or expressly for Licensee's exclusive use at Licensee's request.

M. **"RIGHT OF WAY"** shall mean the legal right to use the property of another.

N. **"NORMAL JOINT USE POLE"** shall mean a [REDACTED]-foot, Class [REDACTED] treated Pole which meets the requirements of the Code. The Parties may agree to use a smaller Pole; but under no condition shall the standard Joint Use Pole be less than the minimum requirements of the Code.

O. **"STANDARD SPACE ALLOCATION"** means an allocation of sufficient space on a Joint Use Pole for the use of each party taking into consideration requirements of the Code, and is more particularly defined as follows:

- (1) For Power Distributor, the use of [REDACTED] feet of space on [REDACTED] foot Poles, [REDACTED] feet of space on [REDACTED] foot Poles, and [REDACTED] feet on [REDACTED] foot Poles, measured downward from the top of the Pole; and
- (2) For Telephone Company, the use of [REDACTED] feet of space on joint use poles, below the space of the Power Distributor starting at the point that gives adequate Code separation on the Pole. If under the

terms of this Agreement, the Telephone Company uses a portion of the Power Distributor's allocated space as measured from the top of the Pole, the Telephone Company agrees that its use is permissive and that the Power Distributor shall have the undisputed use of its allocated space measured from the top. Telephone Company agrees to move any such attachments within this allocated space at its own cost upon demand of the Power Distributor. Similarly, if the Power Distributor uses a portion of the Telephone Company's ■ foot space, the Power Distributor agrees that such use shall be permissive. Power Distributor agrees to move any such attachment within the ■ foot space.

- (3) The foregoing definition of a "Normal Joint Use Pole" is not intended to preclude the use of Joint Poles shorter or taller or of different strength than the Normal Joint Use Pole in a location where it is mutually agreed such poles will meet the requirements of the parties hereto.

P. **"TRANSFERRING OF ATTACHMENTS"** shall mean the removing of Attachments from one Pole and placing the Attachments upon another Pole.

ARTICLE II TERRITORY AND SCOPE OF AGREEMENT

This Agreement shall cover all Poles, service or otherwise, of each of the Parties now existing in Joint Use and those hereafter erected or acquired within the common operating areas served by the Parties excepting Poles which in the Owner's judgment are necessary for its own sole use.

ARTICLE III PERMISSION FOR JOINT USE

Subject to the terms and conditions of this Agreement, each Party hereby permits Joint Use by the other Party of any of its Poles in accordance with the Standard Space Allocation defined in Article I and the following:

- (1) Allocated pole space may, without additional charge, be used by the Party to which it is not allocated for the purpose of installing and maintaining street lighting, traffic signal systems, and vertical Attachments (such as but not limited to ground wires, gang operated switch control rods and underground risers) if by the terms of the Code the proposed use is authorized and such use does not unreasonably interfere with the use being made by the Party to which such space is allocated (such

determination will be made solely by the Party to which the space is allocated).

If Code provisions cannot subsequently be met then billing for the required modifications will be the actual cost of the modifications.

- (2) So long as the provisions of the Code are met, unallocated space may be used without additional charge by the Power Distributor and/or Telephone Company. If Code provisions cannot subsequently be met then billing for required modifications will be the actual cost of the modifications.
- (3) As long as the provisions of the Code in effect at the time the Attachments were installed, have been met, any Joint Use Pole currently in place shall be deemed satisfactory to the Parties and adequate for its requirements whether or not the space allocations made herein have been observed.
- (4) As long as the provisions of the Code are met, any Pole hereafter made Joint Use shall thereupon be deemed satisfactory to Licensee and space allocations made herein have been observed.

ARTICLE IV SPECIFICATIONS

The Joint Use of Poles covered by this Agreement shall at all times be in conformity with all applicable provisions of law and with the minimum requirements of the Code in effect at the time the respective Attachments are made, and with such additional requirements as may be mutually approved in writing by the President/General Manager of the Power Distributor and President/General Manager of the Telephone Company.

ARTICLE V RIGHT-OF-WAY AND LINE CLEARING

A. The Owner and Licensee will cooperate as far as may be practicable in obtaining right-of-way for use by the Parties. When a written easement is secured it shall be in sufficient detail for identification and recording, and shall be subject to inspection by the other Party upon request. However, no guarantee is given by the Owner of permission from property owners, municipalities or others for the use of poles by the Licensee, and if objection is made thereto and the Licensee is unable to satisfactorily adjust the matter within a reasonable time, the Owner may at any time, upon notice in writing to the Licensee, require the Licensee to remove its Attachments from the Poles involved, and the Licensee shall, within ninety (90) days after receipt of said notice, remove its Attachments from such poles at its sole expense. Should the Licensee fail to remove its Attachments as herein provided, the Owner may remove same at the Licensee's expense, without any liability whatever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on

demand. At all times, Owner shall use reasonable efforts to provide a minimum permanent right-of-way in the total width of [REDACTED] feet [REDACTED] to the extent practical. Nothing stated herein shall preclude the parties from mutually sharing the cost of right-of-way acquisition.

B. Line clearing and trimming will be performed as follows:

(1) When constructing a new Joint Use Pole line the Owner shall cut, clear and trim a minimum [REDACTED] right-of-way, if reasonably practical. Any additional clearing of right of way shall be at the expense of the Party requiring such additional cleared space.

(2) In all other instances each party shall be responsible for its own initial and recurring trimming, clearing and cutting of right of way.

ARTICLE VI PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

A. Either party desiring to reserve space on any Pole of the other not then designated as a Joint Use Pole shall make written application therefore, specifying the Pole involved, the number and kind of its Attachments to be placed thereon and the character of the circuits to be used. Within the (10) days after the receipt of such application, Owner shall notify the applicant in writing in the event said Pole is excluded and not subject to Joint Use under the provisions of Article II. The failure by Owner to notify applicant of the exclusion of such Pole shall operate as an approval under this Agreement. After completion of any required transferring or Rearranging of Attachments on said Pole or any Pole replacement as provided in Article VII the applicant shall have the right to use said Pole as a Licensee in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, Attachments placed by either Party on the other's Pole without such application and approval shall subject said Pole to the terms of this Agreement. In such case, Owner shall have the right to require Licensee to remove within ninety (90) days at its sole expense any such Attachments on Poles coming within the exceptions described in Article V. Should Licensee fail to remove such Attachments, such failure shall constitute default according to Article XIV.

B. Except as herein otherwise expressly provided, each Party at its own expense shall place, maintain, rearrange, transfer and remove its own Attachments, and shall at all times perform such work promptly and in such a manner as not to interfere with work or service being performed by the other Party. Upon completion of work by the Owner which will necessitate transfer of the Licensee's Attachments to a new Pole, the Owner shall provide written notice to the Licensee that such transfer must be completed within sixty (60) days. If such transfer of Attachments is not completed within sixty (60) days the old Pole shall become the property of the Licensee, and the Licensee shall save harmless the former Owner of such Pole from all obligations, liabilities, damages, costs, expenses, or charges incurred thereafter because of or arising out of the presence, location or condition of such Pole or any Attachment thereon, whether or not it is alleged that the former Owner was negligent or otherwise.

Licensee shall pay the former Owner the present in-place value for said Pole.

C. When the Power Distributor desires to change the primary voltage system to an amount above 34.5 kv phase to phase on Joint Use lines, it shall give the Telephone Company sixty (60) days written notice of such contemplated change. If the Telephone Company does not agree within thirty (30) days from receipt of said notice to such change, then:

- (1) the Parties hereto shall determine what circuits shall be removed from existing points on the Joint Use Poles involved, and the net cost of establishing a new position on said Poles or in a location elsewhere, those circuits or lines as may be necessary to allow the other Party to continue to furnish the same service that existed at the time the change was decided upon; and
- (2) the responsibility of the cost of establishing such circuits in the new position or new location shall be mutually agreed upon between the Parties hereto.

ARTICLE VII ERECTING, REPLACING OR RELOCATING POLES

A. Whenever any jointly used Pole, or any Pole about to be so used under the provisions of this Agreement, is insufficient in size or strength for the existing Attachments and for the proposed immediate additional Attachments thereon, the Owner shall within sixty (60) days replace such Pole with a new Pole of the necessary size and strength, and make such other changes in the existing Pole line in which such Pole is included, as may be made necessary by the replacement of such Pole and the placing of the Licensee's circuits as proposed. By mutual agreement, the time period may be shortened or extended.

B. The Parties recognize and agree that there are inherent dangers involved in the transmission and distribution of electricity. The Parties agree that unforeseeable emergency conditions will exist from time to time. When due to accidents, storm damage, etc., it is necessary for the Licensee to replace the Owner's Pole immediately to restore service to its customers or to eliminate a hazardous condition and the Owner cannot perform the work in time to meet the Licensee's requirements, Licensee may replace the Owner's Pole. Licensee will make all of its required facility changes or transfers and will secure the old Pole to the new Pole so the Owner may make its transfers when feasible. Licensee shall bill the Owner the total cost of the new Pole. Owner shall continue to own the old Pole and shall be responsible for its removal, and the new Pole will become the property of the original Owner.

C. Whenever it is necessary to change the location of a Joint Use Pole, by reason of any state, municipal or other governmental requirement, or the requirements of a property owner, the Owner shall, before making such change in location, give

notice thereof in writing (except in cases of emergency) to the Licensee, specifying in such notice the time of such proposed relocation, and the Licensee shall within sixty (60) days, transfer its Attachment to the Pole at the new location.

D. In any case where the Parties hereto shall agree upon the conditions for the Joint Use of any new Poles to be erected, the ownership of such Poles shall be governed by such separate agreement.

E. Whenever either Party hereto is about to erect new Poles, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the other in writing at least thirty (30) days before beginning the work (short notice, including verbal notice subsequently confirmed in writing, may be given in cases of emergency) and shall submit with such notice its plan showing the proposed location and size of the new Poles, and circuits it will use thereon. The other Party shall, within fifteen (15) days after the receipt of such notice, reply in writing to the party erecting the new Poles, stating whether such other Party 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. This notice of desire to establish Joint Use should include detail plans of any changes in the plans of the other party which are desired in order to permit the establishment of Joint Use. If such other Party and number of circuits and Attachments are such that the owner does not wish to exclude the Poles from Poles suitable for the said Joint Use shall be erected in accordance with the provisions and the payment of costs as provided in this Agreement.

F. The costs of erecting Joint Poles coming under this Agreement, either as new pole lines, as extensions of existing pole lines, or to replace existing Poles, either existing Jointly Use Poles or poles not previously involved in Joint Use, shall be borne by the parties as follows:

- (1) Whenever operating and safety conditions prohibit Owner from replacing an existing Pole, which needs to be replaced, Licensee shall replace the Pole and [REDACTED]
- (2) A normal Joint pole, or a Joint Pole shorter and/or smaller than the normal Pole, shall be erected at the sole expense of the Owner, except as provided in Section G of this Article.
- (3) In the case of a Pole taller and/or stronger than the normal Pole, the extra height and/or strength of which is due wholly to the Owner's requirements, [REDACTED]
- (4) In the case of a new Pole taller and/or stronger than the normal pole, the extra height and/or strength of which is due wholly to the Licensee's requirements, the Licensee shall pay [REDACTED]

- (5) Where an existing Joint Use Pole is prematurely replaced by a new one solely for the benefit of the Licensee, the Licensee shall pay [REDACTED]
- (6) In the case of a new Pole taller and/or stronger than the normal pole, the extra height and/or strength of which is due, to the requirements of both Parties, the Licensee shall pay [REDACTED]
- (7) In the case of a new pole taller and/or stronger than the normal pole, where height and/or strength in addition to that needed for the purpose of either or both of the Parties hereto is necessary in order to meet the requirements of the code, public authority or of property owners, the excess cost of such Pole due to such requirements [REDACTED]
- (8) If Licensee only requires the addition of a Pole in an existing line because of span length or terrain, the Owner will furnish and erect said pole [REDACTED] and Pole shall remain property of Owner. The charges shall be the actual cost of furnishing and erecting said Pole.
- (9) Where the Power Distributor has a line that crosses a Telephone Company line and the provisions of the Code are met and the Telephone Company desires to set a Pole in the Telephone Company line and requests the Power Distributor to attach to said Pole, the Telephone Company shall bear [REDACTED]

G. In any case where a Pole is erected hereunder to replace another Pole solely because such other Pole is not tall enough, or of the required strength, to provide adequately for the Licensee's requirements, or where such Pole, whether it has space reserved for the Licensee's use or not, had at the time of its erection been pronounced by the Licensee as satisfactory and adequate for its requirements, the Licensee shall, upon erection of the new Pole, [REDACTED]

H. In any case where by mutual consent it is desirable to change the ownership of a Pole and Licensee erects and owns a Joint Use Pole to replace an existing Pole of the Owner (instead of the Owner doing so as it is contemplated by

Section A of this Article) such Licensee shall pay [REDACTED]

ARTICLE VIII MAINTENANCE OF FACILITIES

A. Owner shall, at its own expense, maintain its Joint Use Poles in a safe and serviceable condition and shall undertake any appropriate safety measures, including without limitation reasonable Pole inspections. The Owner's responsibility for maintaining a safe and serviceable condition of its Poles shall be in accordance with the requirements of the Code, and shall replace Poles that become defective, in accordance with the provisions of Article VII.

B. The parties recognize and agree that there are inherent dangers involved in the transmission and distribution of electricity. The parties agree that unforeseeable emergency conditions will exist from time to time. When due to accidents, storm damage, etc., it is necessary for the Licensee to replace the Owner's Pole immediately to restore service to its customers or to eliminate a hazardous condition and the Owner cannot perform the work in time to meet the Licensee's requirements, Licensee may replace the Owner's pole. Licensee will make all of its required facility changes or transfers and will secure the old Pole to the new Pole so the Owner may make its transfers when feasible. Licensee shall bill the Owner the total cost of the new Pole. Owner shall continue to own the old Pole and shall be responsible for its removal.

C. Each party shall, at its own expense, at all times maintain all of its Attachments in safe condition, thorough repair, and in accordance with the requirements of the Code.

D. The parties hereby agree that a cooperative approach will be taken in solving noise or inductance problems that may occur.

ARTICLE IX ABANDONMENT OF JOINT USE POLES

A. Anytime Owner desires to abandon any Joint Use Pole, it shall give Licensee at least sixty (60) days written notice. If, at the expiration of such period, Owner shall have no Attachments on such Pole but Licensee shall not have removed all of its attachments therefrom, such Pole shall thereupon become the property of Licensee, Licensee shall save harmless the former Owner from all obligations, liabilities, damages, costs, expenses, or charges incurred thereafter because of or arising out of the presence, location or condition of such Pole or any Attachment thereon, whether or not it is alleged that the former Owner was negligent or otherwise.

B. Licensee may at any time abandon a Joint Use Pole by removing therefrom all of its Attachments, and giving due notice thereof in writing to Owner.

**ARTICLE X
POLE RENTAL RATES AND COMPROMISE SETTLEMENT
OF
RETROACTIVE BILLING**

(A) On or about January 1st of each year the Parties acting in Cooperation shall tabulate the

[REDACTED]

(B) The rentals per pole ("Pole Rental Rates") due from either Party as Licensee to the Owner shall be based on the following payment terms:

POLE RENTAL RATE FOR THE YEAR 2006

(1) The sum of [REDACTED] per annum shall be paid by the "Power Distributor" as rental for each Joint Use Pole (main line, service pole or otherwise) owned by the Telephone Company. The sum of [REDACTED] per annum shall be paid by the Telephone Company as rental for each Joint Use Pole (main line, service or otherwise) owned by the "Power Distributor". The rental payments herein provided for shall be paid within 30 days after the invoice has been submitted. The Owner's invoice shall include the total of Joint Use Poles and the applicable calculation establishing the amount owed. The invoice shall satisfy the Annual Inventory requirements of Article XI.

(2) For the next [REDACTED] years of this Agreement, the Pole Rental Rate shall increase each year for each Party as follows:

(a) The Power Distributor shall pay the Telephone Company:

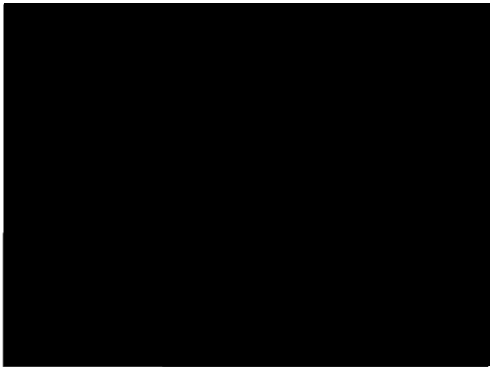
<u>Year</u>	<u>Pole Rental Rate</u>
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2007	
2008	
2009	
2010	
2011	
2012	
2013	
2014	
2015	

[REDACTED]

[REDACTED]

(b) The Telephone Company shall pay the "Power Distributor":

<u>Year</u>	<u>Calculation</u>	<u>Pole Rental Rate</u>
2007 =		
2008 =		
2009 =		
2010 =		
2011 =		
2012 =		
2013 =		
2014 =		
2015 =		

(E) The Parties agree to keep the terms, conditions, and rates of this Agreement strictly confidential in so far as is permitted by law.

ARTICLE XI INVENTORY OF JOINT USE POLES

A. On each anniversary date of this Agreement, the Parties shall submit an Inventory containing the number of Joint Use Poles that it owns which are subject to this Agreement. The results of the inventory shall be deemed valid unless contested in writing by the other party within (60) sixty days of receipt. If contested, the Parties agree to designate a third party to conduct an independent inventory of such Joint Use Poles. Each party shall have the right to have its representative, at its cost, accompany the third party during the inventory. The third party's inventory shall be binding upon the Parties. The Parties shall bear equally the cost of the third party providing such inventory.

B. The above provision shall not apply only in the event the proper written application procedure set forth at Article VI is not complied with by Licensee. In such Owner shall have and retain the right to recover retroactively, at the applicable Pole Rental Rate, any and all amounts due for all Joint Use Poles for which written application procedure has not been complied with.

ARTICLE XII JOINT ANCHORS

The Owner, where practicable shall, upon request from Licensee, place anchors suitable on Joint Use Poles upon consideration of the joint load and guy lead requirements. The cost of the anchor shall be shared, and will be billed to Licensee at One Half (½) of the actual cost. Each Party shall install its own guy wires and shall bear the entire cost associated with such installation.

ARTICLE XIII GROUNDING AND BONDING

Grounding and bonding will at all times meet the requirements of the Code.

ARTICLE XIV DEFAULTS

A. If either Party shall fail to discharge any of its obligations under this Agreement and such failure shall continue for thirty (30) days after notice thereof in writing from the other Party, all rights of the Party in default hereunder, pertaining to making Attachments to additional poles of the other, shall be suspended. If such default shall continue for a period of ninety (90) days after such suspension, the other Party may forthwith terminate the right of the defaulting Party to attach to additional poles of the other party. Any such termination of the right to attach to such additional poles of the other by reason of any such default shall not abrogate or terminate the right of either party to attach to existing Joint Use Poles or to maintain existing Attachments, and all such Attachments shall continue thereafter to be maintained pursuant to and in

accordance with the terms of this Agreement. This Agreement shall, so long as such 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 such Attachments.

B. In the event either Party should fail to perform its obligations to properly maintain or promptly replace Joint Use Poles after sixty (60) days written notice from the other, the other Party shall have the right, but not the obligation, to maintain such Poles or to replace the same at the expense of the Party so failing, and shall be fully indemnified for all expenses, costs and damages whatever in taking such action or the manner of taking it.

ARTICLE XV GENERAL LIABILITY AND WORKER'S COMPENSATION INSURANCE

The Parties covenant and agree to obtain, keep and maintain, in full force and effect, at all times during the continuance of this Agreement, comprehensive liability insurance which shall include both Parties as named insureds with the greater of (i) those minimum liability coverage limits required by any RUS loan covenants or (ii) liability coverage limits of no less than [REDACTED] per occurrence [REDACTED] aggregate for the death and/or injury of person(s) and [REDACTED] per occurrence - [REDACTED] aggregate for property damage.

In addition to the aforesaid liability insurance, the Parties covenant and agree to obtain, keep and maintain in full force and effect, at all times, during the continuance of this Agreement, insurance coverage concerning Worker's Compensation and Black Lung Claims, Unemployment Compensation Insurance, occupational disease insurance, employer liability insurance, and any other insurance coverages required by the United States of America, Commonwealth of Kentucky, or any other applicable governmental authority.

ARTICLE XVI RIGHTS OF OTHER PARTIES

A. If either party has, prior to the execution of this Agreement, conferred upon others not parties to this Agreement (outside parties), by contract or otherwise, rights or privileges to attach to any of the Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing attachments of such outside parties, which attachments shall continue in accordance with the present practice. All future attachments of such outside parties shall be in accordance with the requirements of Paragraph B below, except where such outside parties have acquired enforceable rights or privileges to make attachments. Any contractual rights or privileges of outside parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. If either party hereto desires to confer upon others not parties to this

Agreement (outside parties), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such attachments of such outside parties are made in accordance with the following: (a) such attachments shall not be located within the space allocation of Licensee, unless Licensee concurs by written consent in such occupancy. Such concurrence shall in no way waive Licensee's right to occupy its allocated space in the future. Owner shall derive all of the revenue accruing from such outside parties.

ARTICLE XVII NOTIFICATION PROCEDURES

Wherever in this Agreement notice is required to be given by either party hereto to the other, such notice shall be in writing mailed or delivered to the General Manager of the Power Distributor at its office at Paintsville KY or to the General Manager of the Telephone Company at its office at Staffordsville KY, as the case may be, or to such other addressee as either party may from time to time designate in writing for that purpose.

ARTICLE XVIII TERM OF AGREEMENT

A. This Agreement shall continue in full force and effect through and including the 31st day of December, 2015 ("Primary Term"). This Agreement shall continue thereafter on a year to year basis ("Extension(s)") thereafter until terminated by either Party, upon providing [REDACTED] years advance written notice to the other party of such termination. At any time after the Primary Term, the Pole Rental Rates applicable under this Agreement shall be subject to joint review and revision upon (30) thirty day written notice to the other party. In case of revision of the Pole Rental Rates as herein provided, the adjusted rental rates shall apply, starting with the annual bill for the Extended Term and continue thereafter until again adjusted.

B. The Parties agree to negotiate in good faith with respect to any revisions of the Pole Rental Rates shall be based on experience resulting from previous administration of this Agreement. Any changes shall take into account the original cost factors pertinent to the establishment of the pole facilities involved in all Joint Use existing under this Agreement. If, within (30) thirty days after the receipt of the request set forth in Article XVIII(A) above, the Parties hereto fail to agree upon a revision of such rate, then either Party may employ the Dispute Resolution Procedure set forth at Article XVIII(C) hereinbelow.

C. The Parties agree to submit any controversy regarding the adjustment of Pole Rental Rates to binding arbitration. The Parties shall mutually select two disinterested persons as arbitrators. The two selected shall then select an umpire in the event of a disagreement among the arbitrators. The Parties mutually agree to be bound by the written decision of a majority of the arbitrators and umpire, if necessary. The written award shall be rendered no later than sixty (60) days following submission of the controversy to the arbitrators.

ARTICLE XIX ASSIGNMENT OF RIGHTS

A. Except as otherwise provided in this Agreement, neither Party hereto shall assign or otherwise transfer any interest in this Agreement, in whole or in part, without the written consent of the other Party which may not be unreasonably withheld; provided that either Party shall have the right without such consent to mortgage any or all of its property, rights, privileges and franchises, or to 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 such lease, transfer, merger or consolidate its rights and obligations hereunder shall pass to such successors and assigns; and provided, further, that subject to all of the terms and conditions of this Agreement, either party may without such consent permit any corporation conducting a business of the same general character as that of such party, with which it is affiliated by corporate structure, to exercise the rights and privileges of his agreement in the conduct of its said business.

B. The Attachments of each Party hereto or of others permitted by this Agreement shall at all times be and remain its Property, with the full right of removal, and shall not become subject to any liens against the other Party.

ARTICLE XX WAIVER OF TERMS OF 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 or any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XXI EXISTING AGREEMENTS

The Prior Use Agreement and any other agreement between the Parties hereto for the joint use of any poles upon a rental basis within the territory covered by this Agreement is, by mutual consent, hereby abrogated and annulled.

ARTICLE XXII NO EFFECT ON FRANCHISE RIGHTS

Notwithstanding anything elsewhere herein provided, nothing contained in this Agreement shall abrogate, limit or affect any obligation of either Party under any franchise granted to either party by the city(ies) of or by any of its predecessor municipal corporations.

**ARTICLE XXIII
SOURCE OF PAYMENTS**

The obligations of the Power Distributor hereunder shall be payable solely from the funds of the Big Sandy Rural Electric Cooperative Corporation.

**ARTICLE XXIV
SUPPLEMENTAL ROUTINES AND PRACTICES**

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. Any such supplemental operating routines or working practice must be authorized and approved by the management level officer or employee executing or authorized to execute this contract.

**ARTICLE XXV
NO JOINT OWNERSHIP**

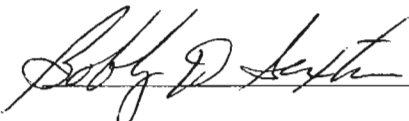
The Licensee of a Joint Use Pole shall acquire no ownership of or interest in such a Pole, the Licensee's rights therein being limited to the right to compliance with the terms and conditions contained in this Agreement.

**ARTICLE XXVI
AGREEMENT AFFECTS ONLY PARTIES HERETO**

Except only insofar as the express terms of this Agreement make the rights hereunder available to the successors or assigns of the Parties hereto, the provisions of this Agreement shall not be interpreted to confer any right of action at law or in equity upon any persons or entities except the Parties hereto.

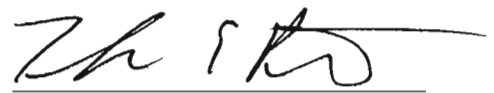
IN WITNESS WHEREOF, the Parties here to have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by the respective officers thereunto duly authorized, on the day and year first above written.

**Big Sandy Rural Electric
Cooperative Corporation**
Power Distributor

By: 

Title: President / General Manager

**Foothills Rural Telephone
Cooperative Corporation, Inc.**
Telephone Company

By: 

Title: CEO/GM

Witness: Albert A. Buckett

Date: June 16, 2006

Witness: RLS

Date: 6/22/06

AGREEMENT

COVERING THE JOINT USE OF POLES

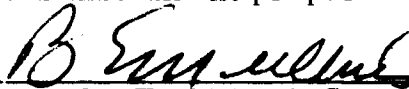
BETWEEN

FOOTHILLS RURAL TELEPHONE COOPERATIVE
CORPORATION, INC.
Staffordsville, Kentucky 41256

AND

PAUL BUTCHER, doing business as
BIG SANDY T. V. CABLE CO., Box 956,
PAINTSVILLE, KY.

This instrument prepared by:



B. E. MULLINS
Attorney at Law
Paintsville, Kentucky 41240

Insurance Expires March 11, 1974

This AGREEMENT, made this 22 day of January, 1974,
by and between FOOTHILLS RURAL TELEPHONE COOPERATIVE
CORPORATION, INC., Staffordsville, Kentucky (hereinafter called "Owner"),
and Paul Butcher, doing business as Big Sandy T. V. Cable Co., Box 956,
Paintsville, Ky. (hereinafter called "Licensee").

WITNESSETH:

THAT, WHEREAS, Licensee proposes to furnish television service in
Johnson County, Kentucky, and desires to attach aerial cables, wires and
associated appliances, hereinafter collectively called "attachments", to
certain poles of Owner located within County, Kentucky, and

WHEREAS, Owner is willing to permit Licensee to place and maintain
said attachments on said poles, to the extent hereinafter provided and in
accordance with the provisions hereof,

NOW, THEREFORE, in consideration of the premises and the mutual
covenants herein contained, the parties hereto hereby agree as follows:

1. This agreement shall cover the poles of Owner used jointly by
both parties at the date of this agreement and any other poles of Owner when
brought hereunder in accordance with the procedure hereinafter provided.
2. Licensee shall make written application for permission to install
attachments on any pole of Owner, specifying the location of each pole in
question, the character of its proposed attachments and the amount and
location of space desired. Within ten days after receipt of the application
Owner shall notify the applicant in writing whether or not it is willing to
permit the joint use of such pole and if so, under what conditions. Owner
shall have the sole right to determine the availability of such pole for joint
use and shall be under no obligation to grant permission for its use by

Licensee. If such permission is granted, the applicant shall have the right as Licensee hereunder to occupy the space allotted by Owner under the conditions specified in said permit and in accordance with the terms of this agreement.

3. All attachments are to be placed on poles of Owner in a manner satisfactory to Owner and so as not to interfere with the present or any future use which Owner may desire to make of said poles or wires attached thereto. All attachments shall be installed and at all times maintained by Licensee so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. Licensee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Licensee's attachments on Owner's poles. Owner shall be the sole judge as to the requirements for the present or future use of its attachments and equipment and of any interference therewith.

4. In any case where it is necessary for Owner to install a new pole to be jointly used hereunder and, because of the necessity of providing adequate space or strength to accommodate the attachments of Licensee on the new pole either at the request of Licensee or to comply with the aforesaid coded and regulations, the new pole is to be taller or stronger than considered by Owner to be necessary to accommodate the attachments of Owner and of its other licensees to be placed on such new pole, the cost of extra height or strength shall be paid to [REDACTED] [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] The aforesaid payment shall be made whether the new pole is an initial installment or replacement of

an existing pole. The new pole shall be the property of Owner regardless of any payment by Licensee toward its cost and Licensee shall acquire no right, title or interest in and to such pole.

5. Where a new pole is erected hereunder to replace an existing pole solely to adequately provide for the attachments Licensee proposes to place on the new pole, Licensee agrees to pay Owner, in addition to the amount called for in Paragraph 4 above, [REDACTED]

[REDACTED]

[REDACTED] Licensee shall also pay [REDACTED]

[REDACTED]

[REDACTED]

6. If licensee's desired attachments can be accommodated on existing poles of Owner by rearranging facilities of Owner and of other licensees thereon, and if they are willing to make such rearrangement, such rearrangement shall be made and Licensee shall on demand [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Owner reserves the right to inspect each new installation of Licensee on its poles and to make periodic inspections, semi-annually or oftener as conditions may warrant, and Licensee shall on demand, reimburse Owner for the expense of such inspections and any inspection made pursuant to such right shall not relieve Licensee of any responsibility, obligation or liability assumed under this agreement.

8. Whenever Owner notifies Licensee in writing that the attachments of Licensee interfere with the operation of equipment of Owner and other licensee, or constitute a hazard to the service rendered by Owner or other licensee, or fail to comply with codes or regulations hereinbefore mentioned,

Licensee shall within ten days after the date of such notice, remove, rearrange or change its attachments as directed by Owner. In case of emergency, Owner reserves the right to remove or relocate the attachments of Licensee at [REDACTED]

9. Licensee hereby assumes [REDACTED]

[REDACTED] Licensee hereby assumes [REDACTED]

10. Licensee hereby agrees to indemnify, hold harmless and defend Owner from and against any and all loss, damage, cost or expense which Owner may suffer or for which Owner may be held liable because of interruption of Licensee's service to its subscribers or because of interference with television reception of said subscribers or other, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Licensee on the poles of Owner under this agreement, whether or not due in whole or in part to any act, omission, or negligence of Owner or any of its representatives or employees.

11. Licensee agrees to obtain and maintain at all times during the joint use of poles hereunder policies of insurance as follows:

- (a) Public liability insurance for itself in an amount not less than [REDACTED] for any one person and subject to the same limit for any one person in an amount not less than [REDACTED] for any one accident.
- (b) Property damage liability insurance for itself in an amount not less than [REDACTED] for any one accident and subject to the same limit for any one accident in an aggregate amount not less than [REDACTED]
- (c) Contractual property damage liability insurance to cover the liability assumed by the Licensee under the indemnification clause herein below set forth.

Licensee hereby agrees to indemnify, hold harmless and defend Owner from and against any and all loss, damage, cost or expense which Owner may suffer or for which Owner may be held liable by reason of damage to or destruction of any property of third parties, including the loss of use thereof, arising out of or in any manner connected with the attachment, operation and maintenance of the facilities of Licensee on the poles of Owner under this agreement whether or not due in whole or in part to any act, omission or negligence of Owner, or any of its representatives or employees.

12. Prior to making attachments to Owner's poles, Licensee shall furnish Owner for its inspection and approval all required policies of insurance with all endorsements, or conformed specimens thereof certified by the agent of the insurance company, together with certificates of the insurance company stating that such insurance is in force, and that insurance company will give Owner thirty days written notice of any cancellation of or material change in said policies.

13. Owner reserves the right, without liability to Licensee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of its poles or attachments regardless of any occupancy of Owner's poles by Licensee and Licensee shall at its sole cost and within ten days after written notice by owner, make such changes in, removal or transfer of its attachments as shall be required by such action of Owner as aforesaid.

14. Licensee may at any time abandon the use of a jointly used pole hereunder by removing therefrom all of its attachments and by giving written notice thereof to Owner.

15. Licensee shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Licensee. Owner does not guarantee any easements, rights-of-way or franchise for the construction and maintenance of said attachments. Licensee hereby agrees to

indemnify and save harmless Owner from any and all claims, including the expense incurred by Owner to defend itself against such claims, resulting from or arising out of failure of Licensee to secure such right, license, permit or easement for the construction or maintenance of said attachments on Owner's poles.

16. Licensee agrees to pay Owner annual rental of [REDACTED] per pole per Annum, for the use of each of Owner's poles, any portion of which is occupied by, or reserved at Licensee's request for the attachments of Licensee, at any time during the rental year. The first rental payment shall be due on the date of attachment and each annual rental payment thereafter shall be on the 1st day of January of each succeeding year, in advance.

17. Owner shall have the right to grant, by contract or otherwise to others not parties to this agreement, rights or privileges to use any poles covered by this agreement and Owner shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment privileges granted hereunder shall at all times be subject to such contracts and arrangements with other parties.

18. In case one party hereto is obligated hereunder to perform certain work at its own expense and it is mutually agreed between the parties hereto that it is desirable for the other party to do said work, then said other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within sixty days after presentation.

19. If Licensee fails to comply with any of the provisions of this agreement or defaults in the performance of any of its obligations under this agreement and fails within thirty days after written notice from Owner to correct such default or noncompliance, Owner may, at its option, forthwith terminate this agreement, or the specific permit or permits covering the

poles and Licensee's attachments to which such default or noncompliance is applicable, and remove attachments of Licensee at Licensee's expense and no liability therefor shall be incurred by Owner because of such action.

20. The area covered by this agreement may be extended or otherwise modified by a supplemental agreement with a map attached hereto showing the changed area to be thereafter covered by this agreement. Such supplement shall be effective as of the date of final execution thereof and shall be attached to all executed copies of this agreement.

21. This agreement shall continue in force and effect for a period of one year from the date hereof, and thereafter until terminated by either party by giving to the other written notice at least [REDACTED] days in advance of the termination date therein specified. Upon such notice of the desire to terminate this agreement, Licensee shall immediately proceed to remove its attachments from Owner's poles without undue delay so as to complete such removal prior to the specified termination date.

22. This agreement shall be binding upon and inure to the benefits of the parties hereto, their respective successors and/or assigns, but Licensee shall not assign, transfer or sublet any of the rights hereby granted without written consent of the Owner.

FOOTHILLS RURAL TELEPHONE
COOPERATIVE CORPORATION, INC.,
Stamfordville, Kentucky
By [Signature]
President

ATTEST:

[Signature]
Secretary

WITNESS:

[Signature]

Paul Butcher
Paul Butcher, doing business as
Big Sandy T. V. Cable Co., Box 956,
Paintsville, Ky. 41240
(LICENSEE)

AGREEMENT

COVERING THE JOINT USE OF POLES

BETWEEN

FOOTHILLS RURAL TELEPHONE COOPERATIVE
CORPORATION, INC.
Staffordsville, Kentucky 41256

AND

FRANK HOWARD, doing business as FRANK
HOWARD'S T. V. CABLE SERVICE
Salyersville, Kentucky

This instrument prepared by:


B. E. MULLINS

Attorney at Law

Paintsville, Kentucky 41240

This AGREEMENT, made this 17 day of Sept, 1971,
by and between FOOTHILLS RURAL TELEPHONE COOPERATIVE
CORPORATION, INC., Staffordsville, Kentucky (hereinafter called "Owner")
and FRANK HOWARD, doing business as FRANK HOWARD'S T. V. CABLE
SERVICE, Salyersville, Kentucky (hereinafter called "Licensee").

WITNESSETH:

THAT, WHEREAS, Licensee proposes to furnish television service in
Magoffin County, Kentucky, and desires to attach aerial cables, wires and
associated appliances, hereinafter collectively called "attachments", to
certain poles of Owner located within Magoffin County, Kentucky, and

WHEREAS, Owner is willing to permit Licensee to place and maintain
said attachments on said poles, to the extent hereinafter provided and in
accordance with the provisions hereof,

NOW, THEREFORE, in consideration of the premises and the mutual
covenants herein contained, the parties hereto hereby agree as follows:

1. This agreement shall cover the poles of Owner used jointly by
both parties at the date of this agreement and any other poles of Owner when
brought hereunder in accordance with the procedure hereinafter provided.
2. Licensee shall make written application for permission to install
attachments on any pole of Owner, specifying the location of each pole in
question, the character of its proposed attachments and the amount and
location of space desired. Within ten days after receipt of the application
Owner shall notify the applicant in writing whether or not it is willing to
permit the joint use of such pole and if so, under what conditions. Owner
shall have the sole right to determine the availability of such pole for joint
use and shall be under no obligation to grant permission for its use by

Licensee. If such permission is granted, the applicant shall have the right as Licensee hereunder to occupy the space allotted by Owner under the conditions specified in said permit and in accordance with the terms of this agreement.

3. All attachments are to be placed on poles of Owner in a manner satisfactory to Owner and so as not to interfere with the present or any future use which Owner may desire to make of said poles or wires attached thereto. All attachments shall be installed and at all times maintained by Licensee so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction thereover. Licensee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Licensee's attachments on Owner's poles. Owner shall be the sole judge as to the requirements for the present or future use of its attachments and equipment and of any interference therewith.

4. In any case where it is necessary for Owner to install a new pole to be jointly used hereunder and, because of the necessity of providing adequate space or strength to accommodate the attachments of Licensee on the new pole either at the request of Licensee or to comply with the aforesaid coded and regulations, the new pole is to be taller or stronger than considered by Owner to be necessary to accommodate the attachments of Owner and of its other licensees to be placed on such new pole, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The aforesaid payment shall be made whether the new pole is an initial installment or replacement of

an existing pole. The new pole shall be the property of Owner regardless of any payment by Licensee toward its cost and Licensee shall acquire no right, title or interest in and to such pole.

5. Where a new pole is erected hereunder to replace an existing pole solely to adequately provide for the attachments Licensee proposes to place on the new pole, Licensee agrees to pay Owner, in addition to the amount called for in Paragraph 4 above, [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

6. If Licensee's desired attachments can be accommodated on existing poles of Owner by rearranging facilities of Owner and of other licensees thereon, and if they are willing to make such rearrangement, such rearrangement shall be made and Licensee shall on demand [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

7. Owner reserves the right to inspect each new installation of Licensee on its poles and to make periodic inspections, semi-annually or oftener as conditions may warrant, and Licensee shall on demand, reimburse Owner for the expense of such inspections and any inspection made pursuant to such right shall not relieve Licensee of any responsibility, obligation or liability assumed under this agreement.

8. Whenever Owner notifies Licensee in writing that the attachments of Licensee interfere with the operation of equipment of Owner and other licensee, or constitute a hazard to the service rendered by Owner or other licensee, or fail to comply with codes or regulations hereinbefore mentioned,

Licensee shall within ten days after the date of such notice, remove, rearrange or change its attachments as directed by Owner. In case of emergency, Owner reserves the right to remove or relocate the attachments of Licensee at [REDACTED]

9. Licensee hereby assumes [REDACTED]

[REDACTED] Licensee hereby assumes [REDACTED]

10. Licensee hereby agrees to indemnify, hold harmless and defend Owner from and against any and all loss, damage, cost or expense which Owner may suffer or for which Owner may be held liable because of interruption of Licensee's service to its subscribers or because of interference with television reception of said subscribers or other, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Licensee on the poles of Owner under this agreement, whether or not due in whole or in part to any act, omission, or negligence of Owner or any of its representatives or employees.

11. Licensee agrees to obtain and maintain at all times during the joint use of poles hereunder policies of insurance as follows:

- (a) Public liability insurance for itself in an amount not less than [REDACTED] for any one person and subject to the same limit for any one person in an amount not less than [REDACTED] for any one accident.
- (b) Property damage liability insurance for itself in an amount not less than [REDACTED] for any one accident and subject to the same limit for any one accident in an aggregate amount not less than [REDACTED]
- (c) Contractual property damage liability insurance to cover the liability assumed by the Licensee under the indemnification clause herein below set forth.

Licensee hereby agrees to indemnify, hold harmless and defend Owner from and against any and all loss, damage, cost or expense which Owner may suffer or for which Owner may be held liable by reason of damage to or destruction of any property of third parties, including the loss of use thereof, arising out of or in any manner connected with the attachment, operation and maintenance of the facilities of Licensee on the poles of Owner under this agreement whether or not due in whole or in part to any act, omission or negligence of Owner, or any of its representatives or employees.

12. Prior to making attachments to Owner's poles, Licensee shall furnish Owner for its inspection and approval all required policies of insurance with all endorsements, or conformed specimens thereof certified by the agent of the insurance company, together with certificates of the insurance company stating that such insurance is in force, and that insurance company will give Owner thirty days written notice of any cancellation of or material change in said policies.

13. Owner reserves the right, without liability to Licensee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of its poles or attachments regardless of any occupancy of Owner's poles by Licensee and Licensee shall at its sole cost and within ten days after written notice by owner, make such changes in, removal or transfer of its attachments as shall be required by such action of Owner as aforesaid.

14. Licensee may at any time abandon the use of a jointly used pole hereunder by removing therefrom all of its attachments and by giving written notice thereof to Owner.

15. Licensee shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Licensee. Owner does not guarantee any easements, rights-of-way or franchise for the construction and maintenance of said attachments. Licensee hereby agrees to

indemnify and save harmless Owner from any and all claims, including the expense incurred by Owner to defend itself against such claims, resulting from or arising out of failure of Licensee to secure such right, license, permit or easement for the construction or maintenance of said attachments on Owner's poles.

16. Licensee agrees to pay Owner annual rental of

for the use of each

of Owner's poles, any portion of which is occupied by, or reserved at Licensee's request for the attachments of Licensee, at any time during the rental year. The first rental payment shall be due on the date of attachment and each annual rental payment thereafter shall be on the 1st day of January of each succeeding year, in advance.

17. Owner shall have the right to grant, by contract or otherwise to others not parties to this agreement, rights or privileges to use any poles covered by this agreement and Owner shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment privileges granted hereunder shall at all times be subject to such contracts and arrangements with other parties.

18. In case one party hereto is obligated hereunder to perform certain work at its own expense and it is mutually agreed between the parties hereto that it is desirable for the other party to do said work, then said other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within sixty days after presentation.

19. If Licensee fails to comply with any of the provisions of this agreement or defaults in the performance of any of its obligations under this agreement and fails within thirty days after written notice from Owner to correct such default or noncompliance, Owner may, at its option, forthwith terminate this agreement, or the specific permit or permits covering the

poles and Licensee's attachments to which such default or noncompliance is applicable, and remove attachments of Licensee at Licensee's expense and no liability therefor shall be incurred by Owner because of such action.

20. The area covered by this agreement may be extended or otherwise modified by a supplemental agreement with a map attached hereto showing the changed area to be thereafter covered by this agreement. Such supplement shall be effective as of the date of final execution thereof and shall be attached to all executed copies of this agreement.

21. This agreement shall continue in force and effect for a period of one year from the date hereof, and thereafter until terminated by either party by giving to the other written notice at least [REDACTED] days in advance of the termination date therein specified. Upon such notice of the desire to terminate this agreement, Licensee shall immediately proceed to remove its attachments from Owner's poles without undue delay so as to complete such removal prior to the specified termination date.

22. This agreement shall be binding upon and inure to the benefits of the parties hereto, their respective successors and/or assigns, but Licensee shall not assign, transfer or sublet any of the rights hereby granted without written consent of Owner.

FOOTHILLS RURAL TELEPHONE
COOPERATIVE CORPORATION, INC.
Staffordsville, Kentucky

By Marit Mullis
President

(OWNER)

ATTEST:

Emma Louise Herchel
Secretary

Frank Howard
FRANK HOWARD, doing business as
FRANK HOWARD'S T. V. CABLE SERVICE,
Salyersville, Kentucky

(LICENSEE)

WITNESS:

Emma Louise Herchel

EXPLANATORY NOTE
To Accompany
REA Form DS-210

November 8, 1951

NOTE: Attached to this REA Form DS-210 joint-use agreement are two alternative forms of amendment relating to area coverage, one of which must be included in any REA Form DS-210 agreement submitted to REA for approval.

December 1949 Amendment, REA Form DS-210B.

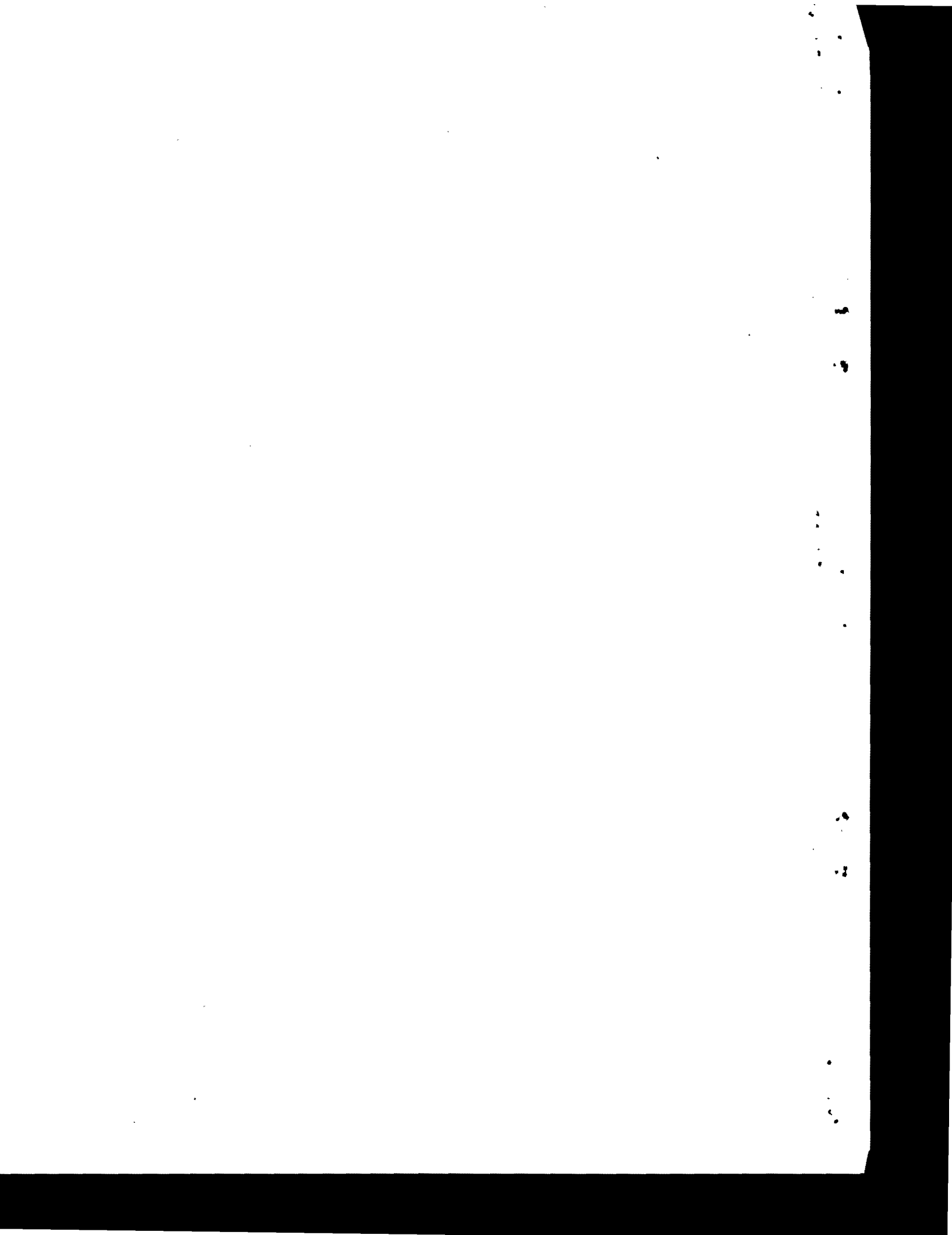
Amends Articles I and XIII. It is to be used where the REA Form DS-210 Agreement covers all poles of both parties and where both parties mutually agree to furnish service on an area-coverage basis in their entire common service area, commencing with an initial five-year program as shown on Exhibits 1 and 2 to be attached to the agreement. This amendment and procedure are described in detail in a memorandum to REA borrowers, dated December 22, 1949, and entitled "Joint Use of Facilities by Power and Telephone Systems--Application of the Area Coverage Principle."

May 1951 Amendment, REA Form DS-210C and REA Form DS-210D.

Amends Articles IV and V. It is to be used where the telephone company seeks permission to use wood poles in connection with telephone service projects within specific portions of the common service area. Each request, and any revision thereof, must be submitted to REA for approval. This amendment and procedure are described in detail in a memorandum to REA borrowers, dated May 14, 1951, and entitled "Joint Use of Wood Poles by Power and Telephone Systems: Area Coverage."

May 1951 Amendment, REA Form DS-210E.

There is also attached REA Form DS-210E, an amendment of Article III relating to construction practices which should be executed and attached to each REA Form DS-210 agreement hereafter submitted to REA for approval. This amendment is described in detail in a memorandum to REA borrowers, dated May 14, 1951, and entitled "Joint Use of Wood Poles by Power and Telephone Systems: Construction Practices."



GENERAL AGREEMENT
FOR
JOINT USE OF WOOD POLES

BETWEEN

Grayson Rural Electric Co-op. Corp. Inc.

Grayson, Ky.

AND

Foothills Rural Telephone Co-op. Corp., Inc.

Paintsville, Ky.

Date October 7, 1953

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GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES

PREAMBLE

..... Grayson Rural Electric Co-op. Corp., a corporation organized under the laws of the State of Kentucky (hereinafter called the "Cooperative"), and Foothills Rural Telephone Co-op. Corp., a corporation organized under the laws of the State of Kentucky (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the 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 of the parties now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- (b) Each party reserves the right to exclude any of its facilities from joint use.

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 foot class 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 by the specifications mentioned in Article III which in certain instances permit the making of certain attachments by one party in the space reserved for the other party).
4. NORMAL SPACE is the following described space:
 - a. For the Cooperative the uppermost feet, measured from top of pole.
 - b. For the Telephone Company a space of feet, at a sufficient distance below the space of the Cooperative to provide at all times the minimum clearance required by the specifications mentioned in Article III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space.

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

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

ARTICLE III

SPECIFICATIONS

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

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) 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 10 days 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.

(b) Whenever any jointly used pole or any pole about to be so used under the provision 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.

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

(d) 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,

(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 rentals because of their respective use of joint poles owned by the other.

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

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

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.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

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

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

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

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

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

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

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

ARTICLE VIII

DIVISION OF COSTS

(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, shall be borne by the parties as follows:

1. A normal joint pole, or joint pole smaller than the normal, shall be erected at the sole expense of the owner.

2. A pole larger than the normal, the extra height or strength of which is due wholly to the owner's requirements, including requirements as to keeping the owner's wires clear of trees, shall be erected at the sole expense of the owner.

3. In the case of a pole larger than the normal, the extra height or strength of which is due wholly to the licensee's requirements, including requirements as to keeping the licensee's wires clear of trees, the licensee shall pay to the owner

4. In the case of a pole larger than the normal, the extra height or strength which is due to the requirements of both parties or the requirements of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the

5. A pole erected between existing poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the owner and licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the licensee.

(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 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.

(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:

(1) Pole top extension fixtures shall be provided and installed at the sole expense of the party using them.

(2) Where an existing pole is replaced with a taller one to provide the necessary clearance the party owning the service drop shall pay to the party owning the pole a sum equal to

(g) When, in order to improve an existing condition considered undesirable by both parties, existing poles of one of the parties are abandoned in favor of combining lines on poles of the other party,

(h)

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

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

2. The net cost 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 JOINTLY USED POLES

(a) If the owner desires at any time to abandon any jointly used pole, it shall give the licensee notice in writing to that effect at least.....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 on such pole but the licensee shall not have removed all of the attachments therefrom, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the owner [REDACTED]

[REDACTED] The former owner shall further evidence transfer of title to the pole by means of a bill of sale. [REDACTED]

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

ARTICLE XI

RENTALS

(a) On or about January 1st. of each year the parties acting in cooperation shall, subject to the provisions of Section (b) of this Article, tabulate the total number of joint poles in use as of the preceding day, and the number of poles on which either party as licensee removed all of its attachments during the twelve preceding months, which tabulation shall indicate the number of poles which each party owns on which rentals are to be paid by the other party.

(b) For the purpose of such tabulation, any pole used by the licensee for the sole purpose of attaching wires or cables thereto, either directly or by means of a pole

top extension fixture, in order to provide clearance between the facilities of the two parties as distinguished from providing support for such wires or cables, shall not be considered as a joint pole.

(c) If there is provision under a separate agreement between the Telephone Company and the Cooperative for facilities associated with power line carrier systems, the rental provisions of the Agreement of which this article forms a part shall apply for poles on which both types of facilities are present, and no other rentals shall apply. The rental provisions of this Agreement shall not apply however, where only those facilities directly associated with the power line carrier systems are involved.

(d) The rentals per pole due from either party as licensee to the other party as owner shall be based on the equitable sharing of the economies of joint use as provided for in Appendix B. Subject to the provisions of Article XII, [redacted] per annum shall be paid by the Cooperative for each jointly used pole owned by the Telephone Company and [redacted] per annum shall be paid by the Telephone Company for each jointly used pole owned by the Cooperative. The smaller total sum shall be deducted from the larger and the Cooperative or the Telephone Company, as the case may be, shall pay to the other the difference between such amounts. The rental herein provided for shall be paid within 10 days after the bill has been submitted.

ARTICLE XII

PERIODICAL ADJUSTMENT OF RENTALS

(a) At any time after [redacted] from the date of this Agreement and at intervals of not less than [redacted] thereafter, the rentals applicable under this Agreement shall be subject to joint review and adjustment as provided for under Section (b) of this Article upon the written request of either party. In case of adjustment of rentals as herein provided, the new rentals agreed upon shall apply starting with the annual bill next rendered and continuing until again adjusted.

(b) All adjustments of rental shall be in accord with the provisions of Appendix B, and any changes shall take into account the cost factors originally involved in all joint use existing at that time under this Agreement.

ARTICLE XIII

DEFAULTS

(a) If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default in so far as concerns the granting of future joint use and if such default shall continue for a period of 90 days after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.

(b) If either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within 60 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.

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 such 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 in interest, or connecting 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 30 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 Cooperative at its office at Grayson, Ky.

....., or to the Telephone Company at its office at Paintsville, Ky.

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

ARTICLE XX
TERM OF AGREEMENT

Subject to the provisions of Article XIII, Defaults, herein, this Agreement shall remain in effect until terminated at the end of 25 years from the date hereof or thereafter upon the giving of written notice to the other party not less than years prior to the date of termination.

ARTICLE XXI
EXISTING CONTRACTS

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

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

ARTICLE XXII
APPROVAL OF ADMINISTRATOR

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

In witness whereof, the parties hereto, have caused these presents to be executed in triplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the 7 day of October, 1953

Grayson Rural Electric Co-op.

(Seal)

By W. S. Bentley

Attest:

J. E. Oelfrey

Foothills Rural Telephone Co-op.

(Seal)

By Milton H. Hatcher

Attest:

James E. Gayne

APPENDIX A

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

A. Tabulation of New Pole Costs.

The following tabulation shall list mutually agreed upon average costs in place of new poles of all kinds of timber, including only such cost items as are repetitive when poles are replaced.

Table 1

[illegible]

2. It is intended that additional factors will be added to cover future long term changes in costs.

D. Salvage Value of Poles.

1. A figure of [redacted] of current material costs shall be used for computing salvage values of poles which have been installed not exceeding [redacted] years. Average values for all kinds of timber shall be used. The following table sets forth mutually agreed upon salvage values.

Table 4

Height	CLASS									
	1	2	3	4	5	6	7	8	9	10
[redacted]				[redacted]						

2. For poles installed longer than [redacted] years it shall be assumed [redacted]

Note: This is based on assumption that [redacted]

E. Cost of Removal.

1. The following table sets forth mutually agreed upon total costs of removing poles.

Table 5

Height	Cost of Removal
[redacted]	[redacted]

Note:
Annual variations
in costs of removal
neglected.

F. Anchors.

1. The cost in place of all anchors regardless of size, type or number of thimbles shall be deemed to [redacted] use in applying the provisions of this Agreement.

APPENDIX B

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

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

The procedures outlined herein take into account the following objectives:

1. An [REDACTED] regardless of the number of jointly used poles owned by each party.

2. Rental rates [REDACTED]

3. Appropriate allowance in the rental rates for [REDACTED]

4. Rentals based on [REDACTED]

The rentals are the dollar values resulting from the licensee paying [REDACTED]

The annual rent payable can also be stated as follows:

The cost in place of a line of poles is made up of a number of factors including [REDACTED]

The parties to this contract will mutually agree [REDACTED]

RENTAL PAYMENTS

Where the mutually
agreed upon average
cost per mile of [redacted]
foot class [redacted] poles in
place approximates

The Telephone Company's annual
rental payment per pole to the
Cooperative will be

The Cooperative's
annual rental pay-
ment per pole to
the Telephone
Company will be



* Rentals associated with this amount are minimum and applicable for all lower costs.

** If average costs are substantially higher than this value, appropriate rentals should be determined by agreement.

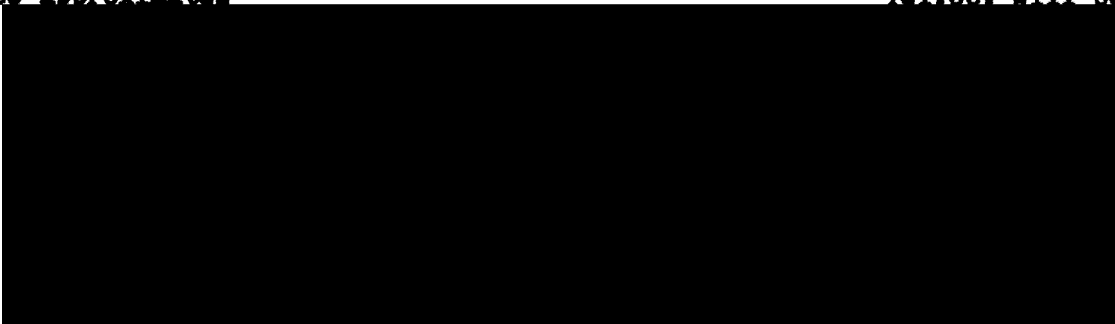
RENTAL PAYMENTS

(Applicable only where the Telephone Company and the Cooperative
are both R E A Borrowers)

Where the mutually
agreed upon average
cost per mile of 35
foot class 6 poles in
place approximates

The Telephone Company's
annual rental payment
per pole to the Coopera-
tive will be

The Coopera-
tive's annual
rental payment
per pole to the
Tel.Co. will be



* Rentals associated with this amount are minimum and are applicable
for all lower costs.

** If average costs are substantially higher than this value, ap-
propriate rentals should be determined by agreement.

JOINT USE OF FACILITIES
RURAL ELECTRIC POWER SYSTEMS
TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR JOINT USE OF POLES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated

October 7, 1953:

1. Add a new subsection, lettered "(c)," to Article I, reading as follows:

"(c) It is the intention of the parties that adequate telephone service shall be made available to the widest practicable number of rural users in the above territory. Exhibits 1 and 2, attached hereto and made part hereof, state the present programs of the Telephone Company and of the Cooperative, respectively, for extending telephone and electric service in the above territory during the first years of this agreement, and show the general location and number of persons to be served and the estimated dates when they will be served. If required to carry out the foregoing intention of the parties, additional programs for extending telephone and electric service in the above territory shall be furnished by each party to the other at least days prior to the expiration of the programs then in effect under the provisions of this section, and shall be identified as supplements to Exhibits 1 and 2."

2. Add a new subsection, lettered "(c)," to Article XIII, reading as follows:

"(c) Failure of either party for a period of months to comply substantially with its current program for extending telephone or electric service, as set forth in Exhibits 1 and 2, or supplements thereto, shall, at the election of the other party, and after due notice thereof in writing, constitute a default under Section (a) of this Article."

Executed on the 7 day of October, 1953.

Grayson Rural Electric Co-op. Corp. Inc.

(Seal)

By W. S. Bentley

ATTEST:

✓ J. E. Pelfrey

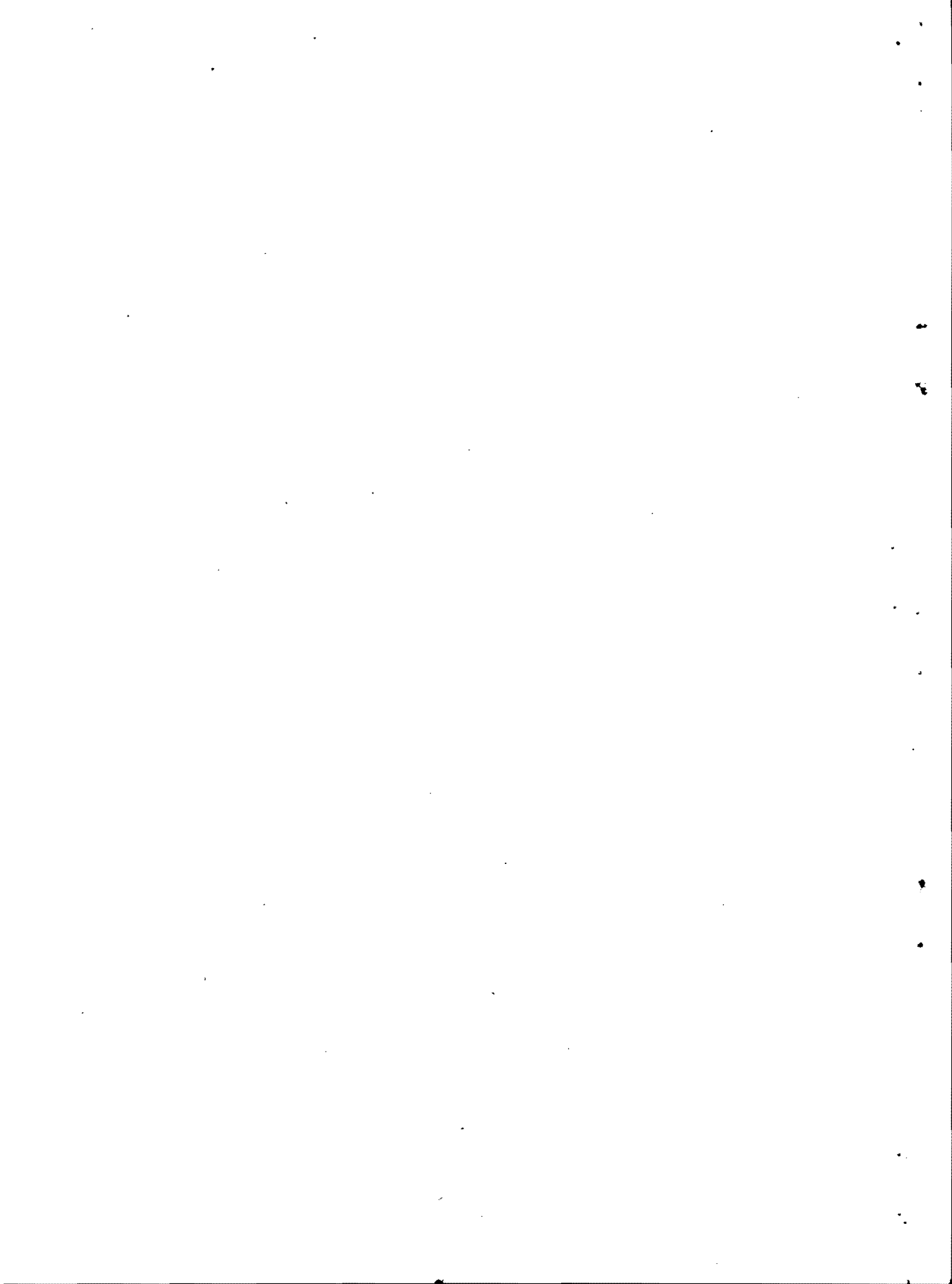
Foothills Rural Telephone Co-op. Corp. Inc.

(Seal)

By Milton Luther

ATTEST:

James E. Payne



JOINT USE OF FACILITIES

RURAL ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated October 7, 19 53:

1. Amend Article IV to read as follows:

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Before the Telephone Company shall make use of the poles of the Cooperative under this Agreement, it shall request permission therefor in writing on the form attached hereto and identified as Appendix C, and shall comply with the procedure set forth in said Appendix C. During any period in which the Cooperative is a borrower from the Rural Electrification Administration, the Cooperative shall, before granting its permission for such use, submit the Telephone Company's request, and any revisions thereof, to the Administrator of the Rural Electrification Administration for written approval, together with the Cooperative's recommendation. The right of the Telephone Company as licensee to use such poles in accordance with the terms of its request and of this Agreement shall be conditioned upon such approval by the Administrator of the Rural Electrification Administration.

(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. Rights of the Telephone Company as licensee hereunder shall be conditioned upon compliance by the parties with the provisions of Section (a) of this Article. 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 to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall at all times execute such work promptly and in such manner as not to interfere with the service of the other party.

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

2. Amend Article V to read as follows:

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,

(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 rentals because of their respective use of joint poles owned by the other.

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

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

Executed on the 7 day of October, 19 53.

(Seal)

Grayson Rural Electric Co-op. Corp.

By W. S. Bentley

ATTEST:

J. E. Pelfrey

Foothills Rural Telephone Co-op. Corp.

(Seal)

By Milton Kitcher

ATTEST:

James E. Jayne



APPENDIX C

Foothills Rural Telephone Co-op. Corp.
(Name of Telephone Company)

Paintsville, Ky.
(Location)

Request No. _____

(Date)

ToGrayson Rural Electric Co-op. Corp.
(Name of Cooperative)

Grayson, Ky.
(Location)

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

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

If permission to use these poles is given by you, this Company intends to canvass fully the territory generally within the project limits and if construction of the project by use of your poles for our attachments is begun, will furnish telephone service to all establishments therein desiring service, subject to its tariff rates and regulations. Our present plan is to start the work involved in this project about _____ and complete the work about _____.
(Month-Year) (Month-Year)

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

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

(Name and Title of Telephone Company
Employee making this request)

To Foothills Rural Telephone Co-op. Corp.
(Name of Telephone Company)

Paintsville, Ky.
(Location)

This is to advise you that your Request No. _____, to use jointly certain poles of this Cooperative to furnish telephone service to rural users, as stated therein, is agreeable to this Cooperative and has been approved by the Administrator of the Rural Electrification Administration as indicated below. You may proceed with such joint use of poles on the terms and conditions of the General Agreement for Joint Use of Wood Poles now in effect between us, and under the conditions outlined in your request.

Grayson Rural Electric Co-op. Corp.
(Name of Cooperative)

(Date)

W. S. Bentley
(Name and Title of Cooperative Representative)

REA PROJECT _____

On the basis of the information submitted by the Telephone Company and the Cooperative, the granting of the above request by the Cooperative is hereby approved.

For Claude R. Wickard, Administrator
Rural Electrification Administration

DATED _____

JOINT USE OF FACILITIES
RURAL ELECTRIC POWER SYSTEMS
TELEPHONE SYSTEMSAMENDMENT TO ARTICLE III OF GENERAL AGREEMENT FOR JOINT USE OF
WOOD POLES

The Cooperative and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties dated Oct 7, 1953

Insert the following paragraph between the first and second paragraphs of Article III:

"In establishing joint use of wood poles whether installed new for joint use or installed initially for electric circuits alone, 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 [REDACTED] 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."

Executed on the 7 day of October 19 53.

(Seal)

ATTEST:

J. E. Pelguez

Grayson Rural Electric Coop. Corp.

By W. S. Gentry

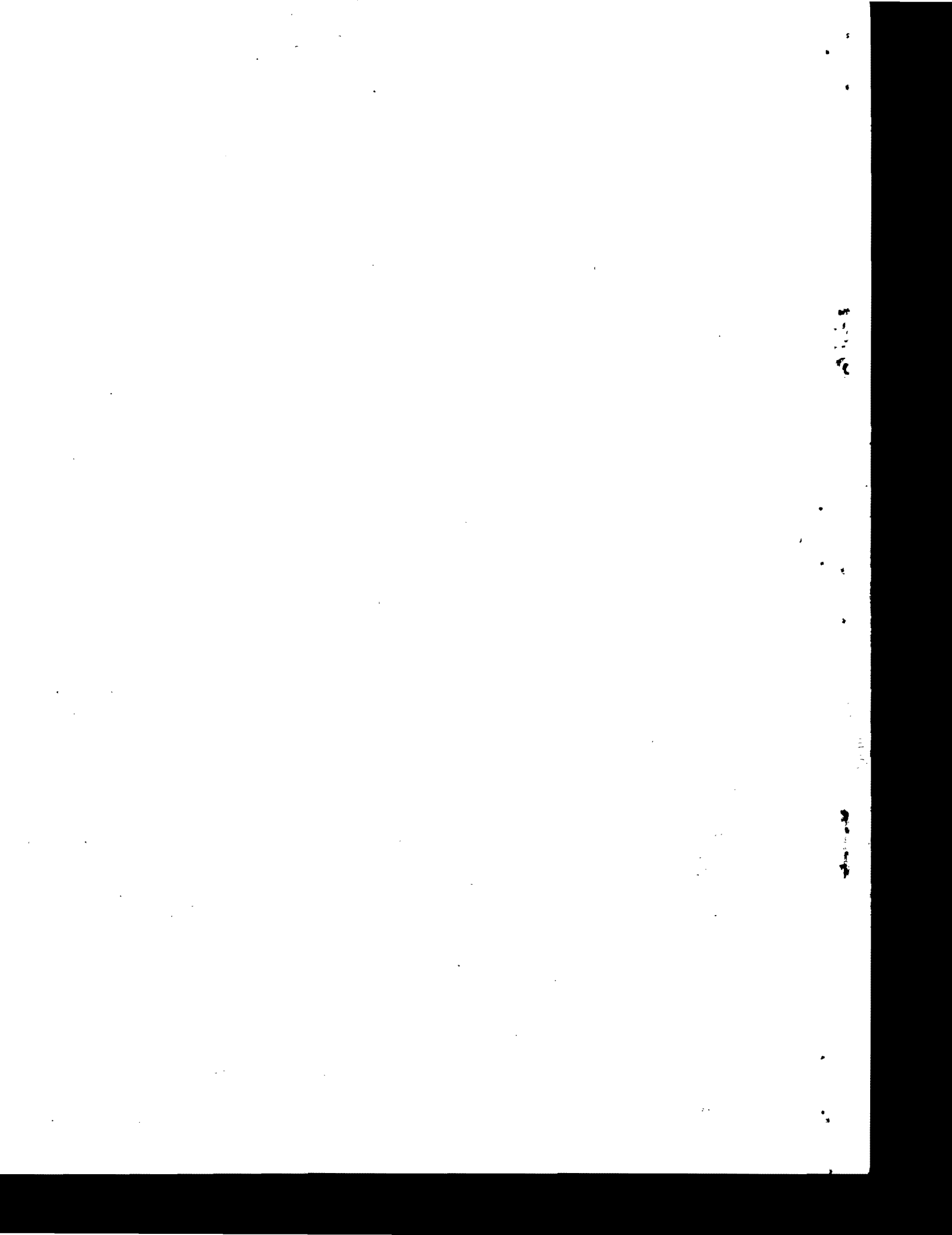
(Seal)

ATTEST:

James E. Jacome

Foothills Rural Telephone Co-op. Corp.

By Milton Kitcher



EXPLANATORY NOTE
To Accompany
REA Form DS-210

November 8, 1951

NOTE: Attached to this REA Form DS-210 joint-use agreement are two alternative forms of amendment relating to area coverage, one of which must be included in any REA Form DS-210 agreement submitted to REA for approval.

December 1949 Amendment, REA Form DS-210B.

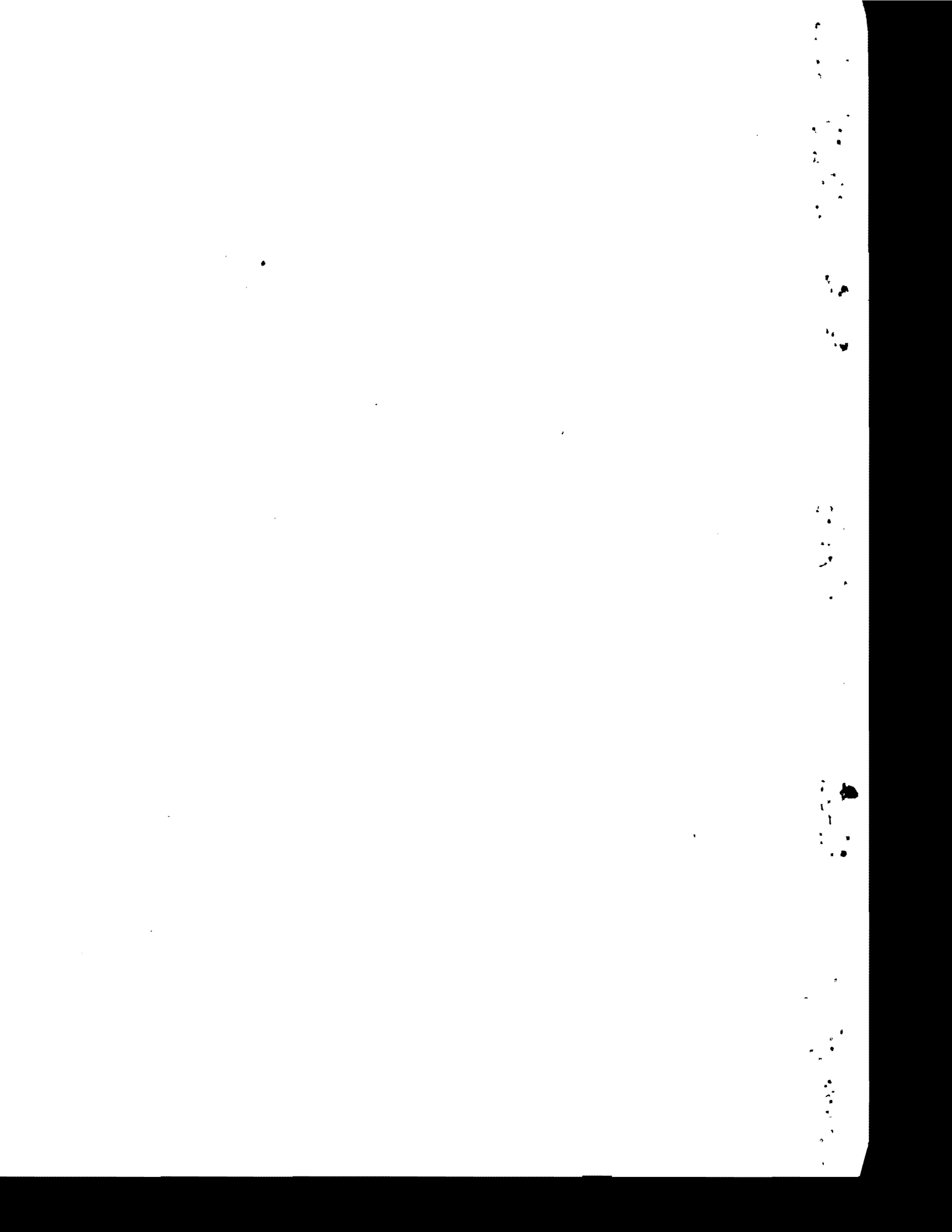
Amends Articles I and XIII. It is to be used where the REA Form DS-210 Agreement covers all poles of both parties and where both parties mutually agree to furnish service on an area-coverage basis in their entire common service area, commencing with an initial five-year program as shown on Exhibits 1 and 2 to be attached to the agreement. This amendment and procedure are described in detail in a memorandum to REA borrowers, dated December 22, 1949, and entitled "Joint Use of Facilities by Power and Telephone Systems--Application of the Area Coverage Principle."

May 1951 Amendment, REA Form DS-210C and REA Form DS-210D.

Amends Articles IV and V. It is to be used where the telephone company seeks permission to use wood poles in connection with telephone service projects within specific portions of the common service area. Each request, and any revision thereof, must be submitted to REA for approval. This amendment and procedure are described in detail in a memorandum to REA borrowers, dated May 14, 1951, and entitled "Joint Use of Wood Poles by Power and Telephone Systems: Area Coverage."

May 1951 Amendment, REA Form DS-210E.

There is also attached REA Form DS-210E, an amendment of Article III relating to construction practices which should be executed and attached to each REA Form DS-210 agreement hereafter submitted to REA for approval. This amendment is described in detail in a memorandum to REA borrowers, dated May 14, 1951, and entitled "Joint Use of Wood Poles by Power and Telephone Systems: Construction Practices."



GENERAL AGREEMENT
FOR
JOINT USE OF WOOD POLES

BETWEEN

Licking Valley Rural Electric Co-op. Corp.

West Liberty, Ky.

AND

Feethills Rural Telephone Co-op. Corp.

Paintsville, Ky.

Date

October 7, 1953

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**GENERAL AGREEMENT FOR
JOINT USE OF WOOD POLES**

PREAMBLE

..... Licking Valley Rural Electric Co-op. Corp., a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Cooperative"), and Feethills Rural Telephone Co-op. Corp., a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the 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 of the parties now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- (b) Each party reserves the right to exclude any of its facilities from joint use.

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 foot class 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 by the specifications mentioned in Article III which in certain instances permit the making of certain attachments by one party in the space reserved for the other party).
4. NORMAL SPACE is the following described space:
 - a. For the Cooperative the uppermost feet, measured from top of pole.
 - b. For the Telephone Company a space of feet, at a sufficient distance below the space of the Cooperative to provide at all times the minimum clearance required by the specifications mentioned in Article III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space.

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

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

ARTICLE III

SPECIFICATIONS

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

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) 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 10 days 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.

(b) Whenever any jointly used pole or any pole about to be so used under the provision 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.

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

(d) 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,

(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 rentals because of their respective use of joint poles owned by the other.

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

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

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.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

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

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

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

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

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

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

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

ARTICLE VIII

DIVISION OF COSTS

(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, shall be borne by the parties as follows:

1. A normal joint pole, or joint pole smaller than the normal, shall be erected at the sole expense of the owner.

2. A pole larger than the normal, the extra height or strength of which is due wholly to the owner's requirements, including requirements as to keeping the owner's wires clear of trees, shall be erected at the sole expense of the owner.

3. In the case of a pole larger than the normal, the extra height or strength of which is due wholly to the licensee's requirements, including requirements as to keeping the licensee's wires clear of trees, the licensee shall pay to the owner

4. In the case of a pole larger than the normal, the extra height or strength which is due to the requirements of both parties or the requirements of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees),

5. A pole erected between existing poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the owner and licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the licensee.

(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

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

(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:

(1) Pole top extension fixtures shall be provided and installed at the sole expense of the party using them.

(2) Where an existing pole is replaced with a taller one to provide the necessary clearance the party owning the service drop shall pay to the party owning the pole a sum equal to

(g) When, in order to improve an existing condition considered undesirable by both parties, existing poles of one of the parties are abandoned in favor of combining lines on poles of the other party,

(h)

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

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

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

ARTICLE X

ABANDONMENT OF JOINTLY USED POLES

- (a) If the owner desires at any time to abandon any jointly used pole, it shall give the licensee notice in writing to that effect at least 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 on such pole but the licensee shall not have removed all of the attachments therefrom, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the owner

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

ARTICLE XI

RENTALS

- (a) On or about January 1st of each year the parties acting in cooperation shall, subject to the provisions of Section (b) of this Article, tabulate the total number of joint poles in use as of the preceding day, and the number of poles on which either party as licensee removed all of its attachments during the twelve preceding months, which tabulation shall indicate the number of poles which each party owns on which rentals are to be paid by the other party.

- (b) For the purpose of such tabulation, any pole used by the licensee for the sole purpose of attaching wires or cables thereto, either directly or by means of a pole

top extension fixture, in order to provide clearance between the facilities of the two parties as distinguished from providing support for such wires or cables, shall not be considered as a joint pole.

(c) If there is provision under a separate agreement between the Telephone Company and the Cooperative for facilities associated with power line carrier systems, the rental provisions of the Agreement of which this article forms a part shall apply for poles on which both types of facilities are present, and no other rentals shall apply. The rental provisions of this Agreement shall not apply however, where only those facilities directly associated with the power line carrier systems are involved.

(d) The rentals per pole due from either party as licensee to the other party as owner shall be based on the equitable sharing of the economies of joint use as provided for in Appendix B. Subject to the provisions of Article XII, [REDACTED] per annum shall be paid by the Cooperative for each jointly used pole owned by the Telephone Company and [REDACTED] per annum shall be paid by the Telephone Company for each jointly used pole owned by the Cooperative. The smaller total sum shall be deducted from the larger and the Cooperative or the Telephone Company, as the case may be, shall pay to the other the difference between such amounts. The rental herein provided for shall be paid within 10 days after the bill has been submitted.

ARTICLE XII

PERIODICAL ADJUSTMENT OF RENTALS

(a) At any time after 5 years from the date of this Agreement and at intervals of not less than 5 years thereafter, the rentals applicable under this Agreement shall be subject to joint review and adjustment as provided for under Section (b) of this Article upon the written request of either party. In case of adjustment of rentals as herein provided, the new rentals agreed upon shall apply starting with the annual bill next rendered and continuing until again adjusted.

(b) All adjustments of rental shall be in accord with the provisions of Appendix B, and any changes shall take into account the cost factors originally involved in all joint use existing at that time under this Agreement.

ARTICLE XIII

DEFAULTS

(a) If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default in so far as concerns the granting of future joint use and if such default shall continue for a period of 90 days after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.

(b) If either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within 60 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.

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 such 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 in interest, or connecting 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 30 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 Cooperative at its office at West Liberty, Ky.
....., or to the Telephone Company at its office at Paintsville, Ky.
..... as the case may be, or to such other address as either party may from time to time designate in writing for that purpose.

ARTICLE XX
TERM OF AGREEMENT

Subject to the provisions of Article XIII, Defaults, herein, this Agreement shall remain in effect until terminated at the end of 25 years from the date hereof or thereafter upon the giving of written notice to the other party not less than years prior to the date of termination.

ARTICLE XXI
EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by this Agreement.
Nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXII
APPROVAL OF ADMINISTRATOR

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

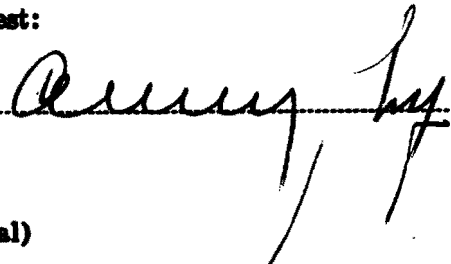
In witness whereof, the parties hereto, have caused these presents to be executed in triplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the 7 day of October, 1953

LickingValley Rural Electric Co-op.

(Seal)

By A. G. Nickell

Attest:



(Seal)

Feethills Rural Telephone Co-op.

By Milton Kithen

Attest:

James E. Payne

APPENDIX A

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

A. Tabulation of New Pole Costs.

The following tabulation shall list mutually agreed upon average costs in place of new poles of all kinds of timber, including only such cost items as are repetitive when poles are replaced.

Table 1

[illegible]

2. It is intended that additional factors will be added to cover future long term changes in costs.

D. Salvage Value of Poles.

1. A figure of [REDACTED] of current material costs shall be used for computing salvage values of poles which have been installed not exceeding [REDACTED] years. Average values for all kinds of timber shall be used. The following table sets forth mutually agreed upon salvage values.

Table 4

Height	CLASS									
	1	2	3	4	5	6	7	8	9	10
[REDACTED]				[REDACTED]						
[REDACTED]										
[REDACTED]										
[REDACTED]										
[REDACTED]										
[REDACTED]										
[REDACTED]										
[REDACTED]										
[REDACTED]										
[REDACTED]										
[REDACTED]										

2. For poles installed longer than [REDACTED] years it shall be assumed [REDACTED]

Note: This is based on assumption that [REDACTED]

E. Cost of Removal.

1. The following table sets forth mutually agreed upon total costs of removing poles.

Table 5

Height	Cost of Removal
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	

Note:
Annual variations
in costs of removal
neglected.

F. Anchors.

1. The cost in place of all anchors regardless of size, type or number of thimbles shall be deemed to [REDACTED] use in applying the provisions of this Agreement.

APPENDIX B

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

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

The procedures outlined herein take into account the following objectives:

1. An [REDACTED] regardless of the number of jointly used poles owned by each party.

2. Rental rates [REDACTED]

3. Appropriate allowance in the rental rates for [REDACTED]

4. Rentals based on [REDACTED]

The rentals are the dollar values resulting from the licensee paying [REDACTED]

The annual rent payable can also be stated as follows:

The cost in place of a line of poles is made up of a number of factors including [REDACTED]

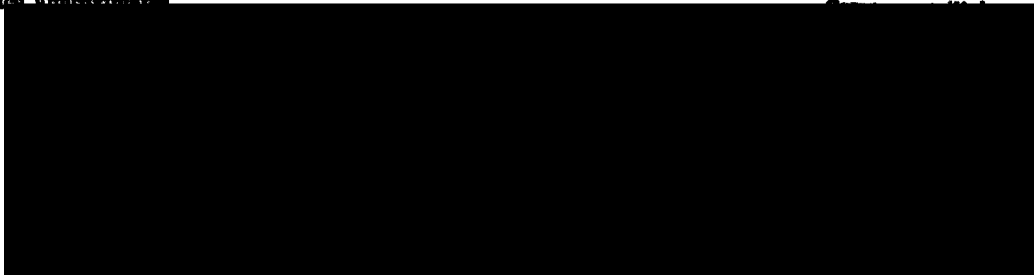
The parties to this contract will mutually agree [REDACTED]

RENTAL PAYMENTS

Where the mutually
agreed upon average
cost per mile of 5
foot class poles in
place approximates

The Telephone Company's annual
rental payment per pole to the
Cooperative will be

The Cooperative's
annual rental pay-
ment per pole to
the Telephone



* Rentals associated with this amount are minimum and applicable for all lower costs.

** If average costs are substantially higher than this value, appropriate rentals should be determined by agreement.

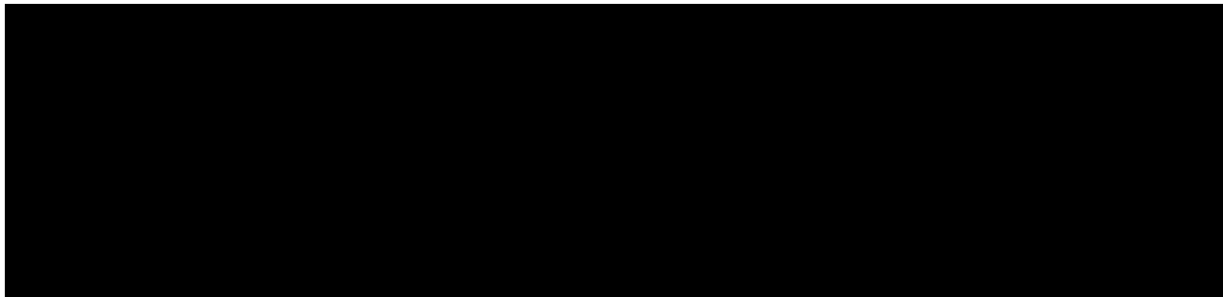
RENTAL PAYMENTS

(Applicable only where the Telephone Company and the Cooperative
are both R E A Borrowers)

Where the mutually
Agreed upon average
cost per mile of 35
foot class 6 poles in
place approximates

The Telephone Company's
annual rental payment
per pole to the Coopera-
tive will be

The Coopera-
tive's annual
rental payment
per pole to the
Tel. Co. will be



* Rentals associated with this amount are minimum and are applicable
for all lower costs.

** If average costs are substantially higher than this value, ap-
propriate rentals should be determined by agreement.

JOINT USE OF FACILITIES
RURAL ELECTRIC POWER SYSTEMS
TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR JOINT USE OF POLES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated

October 7, 1953:

1. Add a new subsection, lettered "(c)," to Article I, reading as follows:

"(c) It is the intention of the parties that adequate telephone service shall be made available to the widest practicable number of rural users in the above territory. Exhibits 1 and 2, attached hereto and made part hereof, state the present programs of the Telephone Company and of the Cooperative, respectively, for extending telephone and electric service in the above territory during the first [] years of this agreement, and show the general location and number of persons to be served and the estimated dates when they will be served. If required to carry out the foregoing intention of the parties, additional [] programs for extending telephone and electric service in the above territory shall be furnished by each party to the other at least [] days prior to the expiration of the programs then in effect under the provisions of this section, and shall be identified as supplements to Exhibits 1 and 2."

2. Add a new subsection, lettered "(c)," to Article XIII, reading as follows:

"(c) Failure of either party for a period of [] months to comply substantially with its current program for extending telephone or electric service, as set forth in Exhibits 1 and 2, or supplements thereto, shall, at the election of the other party, and after due notice thereof in writing, constitute a default under Section (a) of this Article."

Executed on the 7 day of October 1953.

Licking Valley Rural Electric Co-op.

(Seal)

By R. K. Nickell

ATTEST:

[Signature]

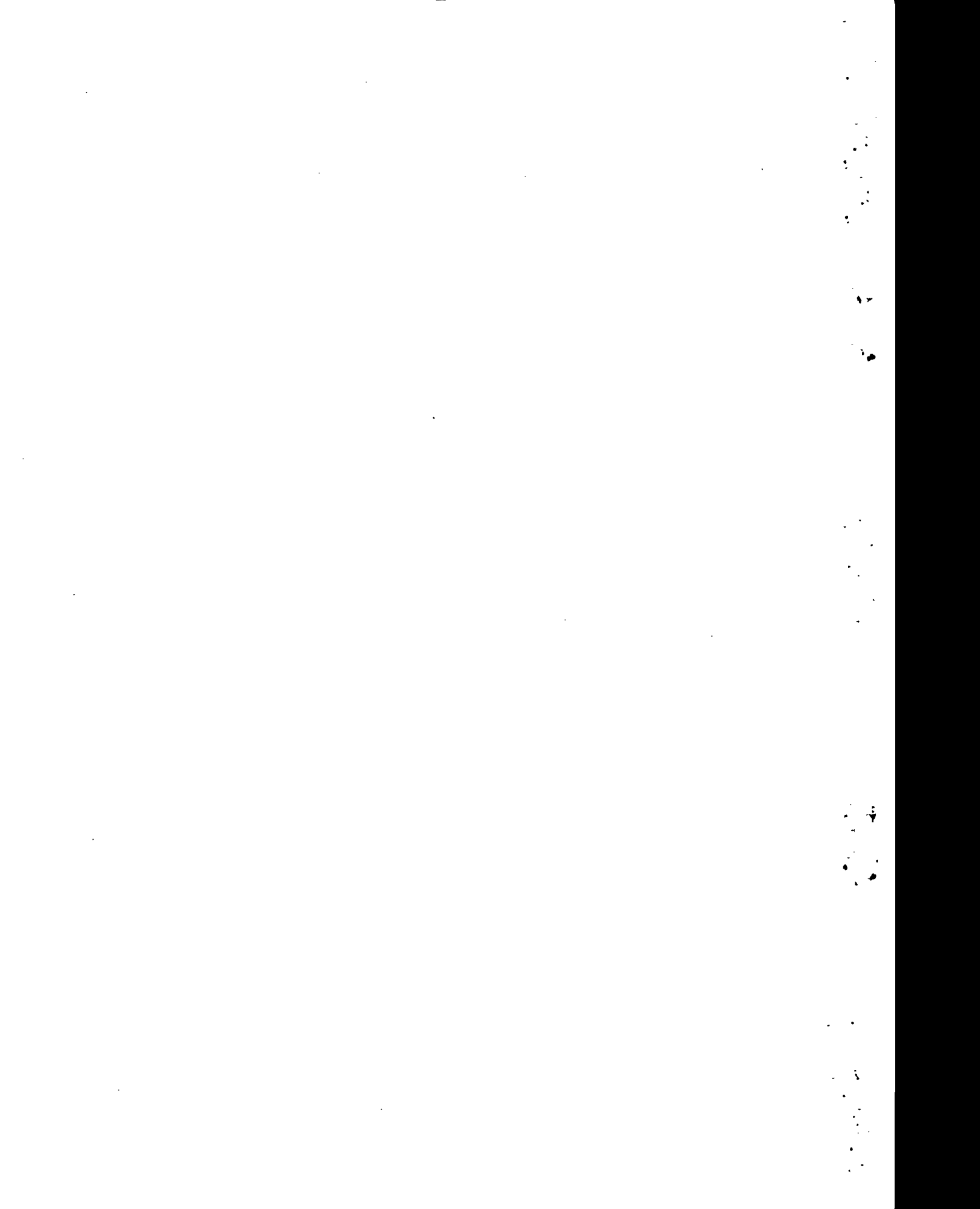
Beethills Rural Telephone Co-op. Corp.

(Seal)

By Milton Kitchen

ATTEST:

James E. Jayne



JOINT USE OF FACILITIES

RURAL ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated October 7, 19 53:

1. Amend Article IV to read as follows:

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Before the Telephone Company shall make use of the poles of the Cooperative under this Agreement, it shall request permission therefor in writing on the form attached hereto and identified as Appendix C, and shall comply with the procedure set forth in said Appendix C. During any period in which the Cooperative is a borrower from the Rural Electrification Administration, the Cooperative shall, before granting its permission for such use, submit the Telephone Company's request, and any revisions thereof, to the Administrator of the Rural Electrification Administration for written approval, together with the Cooperative's recommendation. The right of the Telephone Company as licensee to use such poles in accordance with the terms of its request and of this Agreement shall be conditioned upon such approval by the Administrator of the Rural Electrification Administration.

(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. Rights of the Telephone Company as licensee hereunder shall be conditioned upon compliance by the parties with the provisions of Section (a) of this Article. 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 to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall at all times execute such work promptly and in such manner as not to interfere with the service of the other party.

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

2. Amend Article V to read as follows:

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,

(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 rentals because of their respective use of joint poles owned by the other.

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

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

Executed on the 7 day of October, 1953.

Licking Valley Rural Electric Co-op.

(Seal)

By R. H. Nickell

ATTEST:

Receep Jay

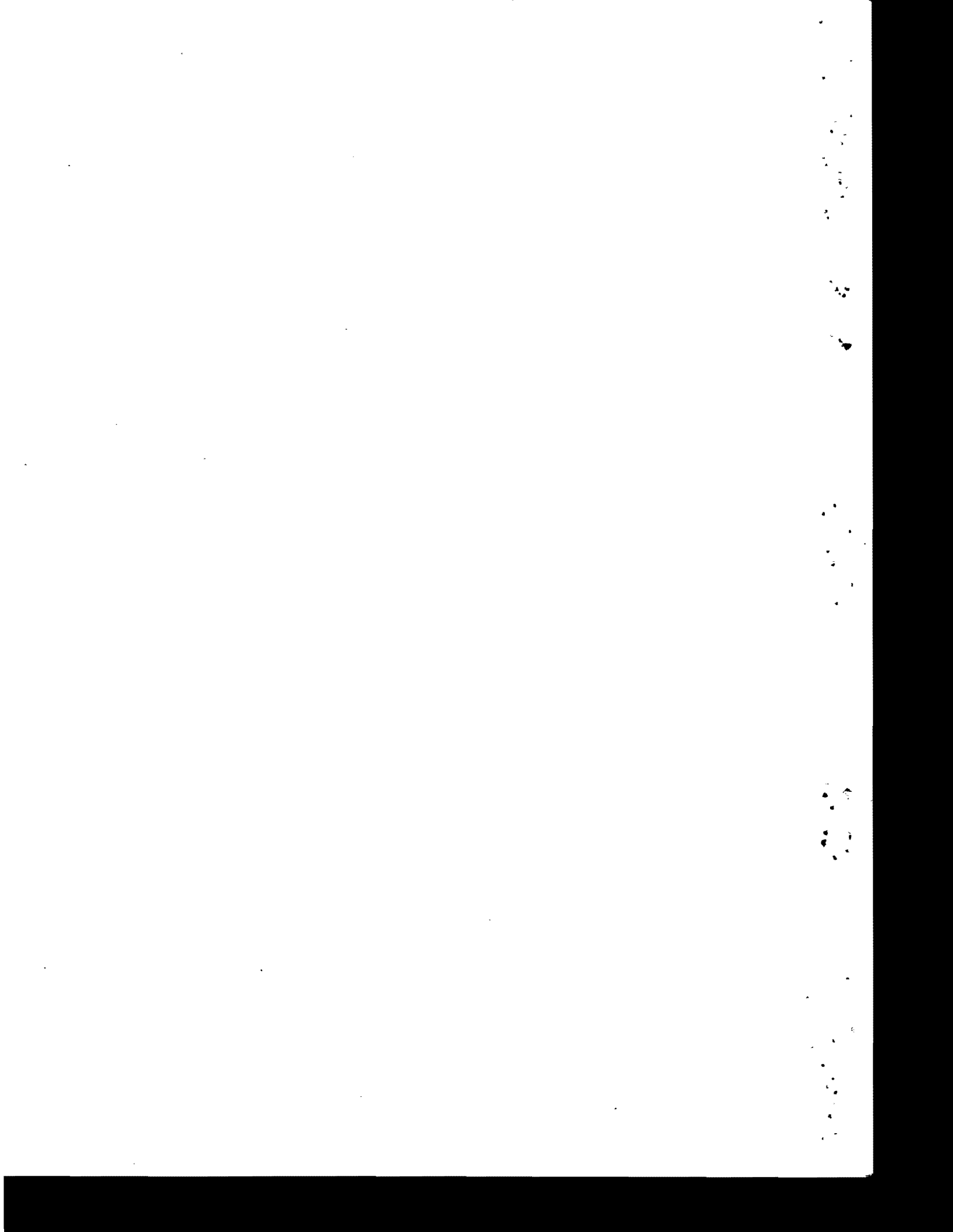
Feethills Rural Telephone Co-op. Corp.

(Seal)

By W. H. Kitchin

ATTEST:

James E. Payne



APPENDIX C

Feethills Rural Telephone Co-op.
(Name of Telephone Company)

Paintsville, Ky.
(Location)

Request No. _____

(Date)

To Licking Valley Rural Electric Co-op.
(Name of Cooperative)

West Liberty
Paintsville, Ky.
(Location)

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

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

If permission to use these poles is given by you, this Company intends to canvass fully the territory generally within the project limits and if construction of the project by use of your poles for our attachments is begun, will furnish telephone service to all establishments therein desiring service, subject to its tariff rates and regulations. Our present plan is to start the work involved in this project about _____ and complete the work about _____
(Month-Year) (Month-Year)

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

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

(Name and Title of Telephone Company
Employee making this request)

To Feethills Rural Telephone Co-op.
(Name of Telephone Company)

Paintsville, Ky.
(Location)

This is to advise you that your Request No. _____, to use jointly certain poles of this Cooperative to furnish telephone service to rural users, as stated therein, is agreeable to this Cooperative and has been approved by the Administrator of the Rural Electrification Administration as indicated below. You may proceed with such joint use of poles on the terms and conditions of the General Agreement for Joint Use of Wood Poles now in effect between us, and under the conditions outlined in your request.

Licking Valley Rural Electric Co-op.
(Name of Cooperative)

(Date)

(Name and Title of Cooperative Representative)

REA PROJECT _____

On the basis of the information submitted by the Telephone Company and the Cooperative, the granting of the above request by the Cooperative is hereby approved.

For Claude R. Wickard, Administrator
Rural Electrification Administration

DATED _____

JOINT USE OF FACILITIES
RURAL ELECTRIC POWER SYSTEMS
TELEPHONE SYSTEMS

AMENDMENT TO ARTICLE III OF GENERAL AGREEMENT FOR JOINT USE OF
WOOD POLES

The Cooperative and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties dated Oct 7, 1953

Insert the following paragraph between the first and second paragraphs of Article III:

"In establishing joint use of wood poles whether installed new for joint use or installed initially for electric circuits alone, 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 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."

Executed on the 7 day of October 19 53.

(Seal)

Licking Valley Rural Electric Co-op.

By R. K. Rickell

ATTEST:

[Signature]

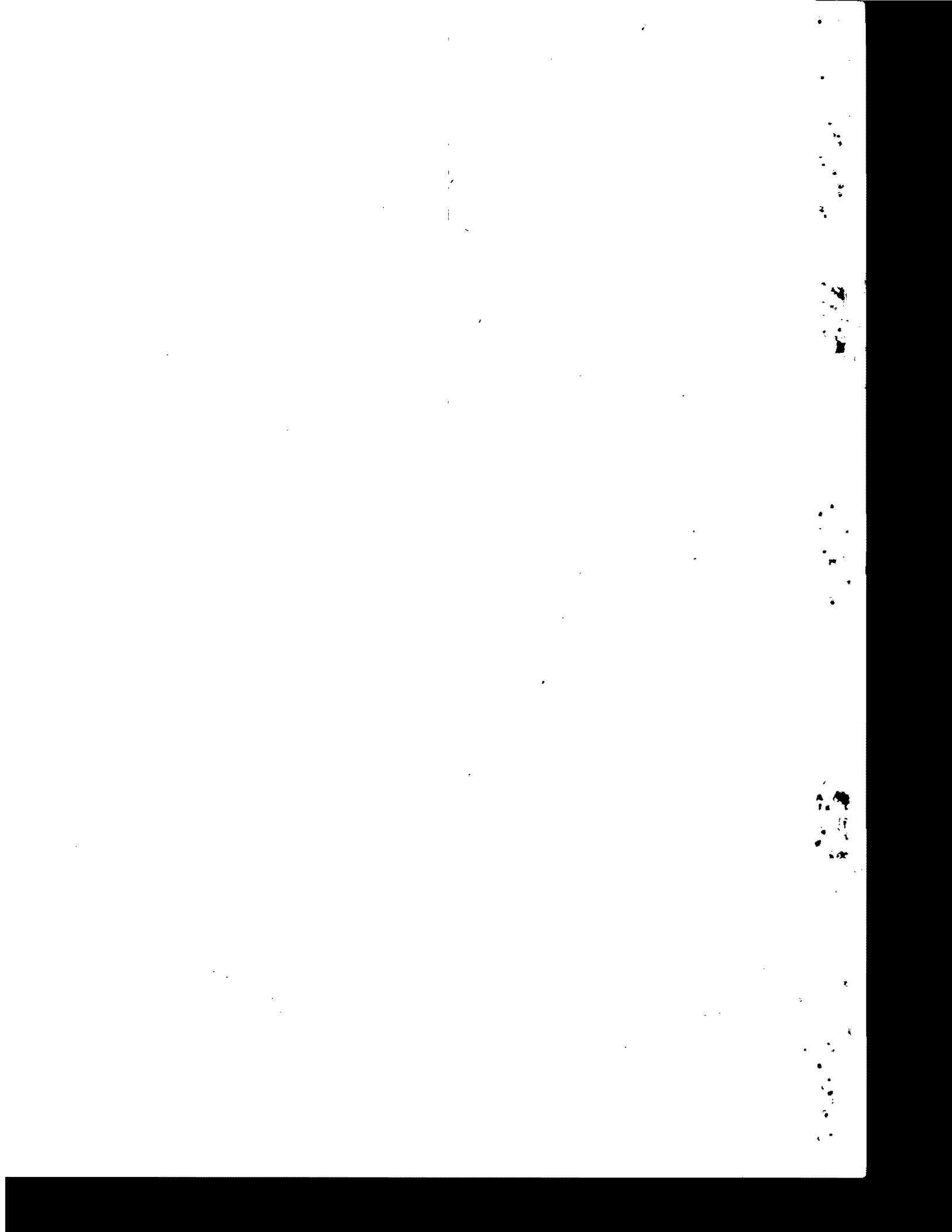
(Seal)

Feethills Rural Telephone Co-op. Corp.

By *[Signature]*

ATTEST:

James E. Jayne



Kentucky Power Company
1701 Central Avenue
P. O. Box 1428
Ashland, KY 41105-1428
606-327-1111



Mr. Paul E. Preston, Manager
Foothills Rural Telephone Cooperative Corp.
Staffordsville, KY 41256

March 29, 1990

Dear Mr. Preston:

Enclosed please find two fully executed copies of each agreement covering pole joint use for your files.

Once I have received the other companies' agreements, I will be arranging a joint meeting with the operating personnel from our companies.

Thank you for your cooperation and assistance. We look forward to working with you and your employees under this new agreement.

Sincerely,

A handwritten signature in cursive script, appearing to read 'S. E. Early'.

S. E. Early
Engineering Supt.

SEE:r

Enclosure

POLE JOINT USE AGREEMENT
BETWEEN
FOOTHILLS RURAL TELEPHONE COOPERATIVE CORPORATION
AND
KENTUCKY POWER COMPANY

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AGREEMENT
COVERING THE JOINT USE OF POLES

THIS AGREEMENT, effective January 1, 1990, is made by and between KENTUCKY POWER COMPANY, a corporation of the State of Kentucky (hereinafter called the "Electric Company") and the FOOTHILLS RURAL TELEPHONE COOPERATIVE CORPORATION, a corporation of the State of Kentucky (hereinafter called the "Telephone Company").

WITNESSETH

WHEREAS, the Electric Company and the Telephone Company desire to promote the joint use of their respective poles when and where such joint use shall be mutually advantageous.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1

SCOPE OF AGREEMENT

1.01 This agreement shall be in effect in such portions of the State of Kentucky in which both parties to this Agreement now or hereafter operate and shall cover all poles of each of the parties now existing or hereafter erected or acquired in the above territory when said poles are brought hereunder in accordance with this Agreement.

1.02 Each party reserves the right to exclude from joint use:

- a. Poles which in Owner's judgment are necessary for its own sole use; or
- b. Poles which carry, or are intended by Owner to carry, circuits of such a character that in Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

ARTICLE 2

EXPLANATION OF CERTAIN TERMS

For the purpose of this Agreement, certain terms shall have the meanings given in this article.

2.01 JOINT USE is the simultaneous use of any pole for the attachment of both parties.

2.02 NORMAL SPACE ALLOCATION on a joint pole is the following described basic space for the exclusive use of each party, respectively, with the associated mutual vertical clearance space for maintenance of separations, in accordance with the specifications referred to in Article 3.

- a. For the Electric Company, the uppermost [REDACTED] feet, measured from top of pole.
- b. For the Telephone Company, the lowest [REDACTED] [REDACTED] feet measured upward from a point of attachment on the pole which will obtain basic clearances to ground as required by the specifications referred to in Article 3 and permit practical

horizontal grading of facilities.

- c. Mutual vertical clearance space on the pole between each company's attachments shall never be less than that which will obtain minimum separations as required by the specifications referred to in Article 3.

These specifications referred to in Article 3 do not preclude certain attachments of one party being located in and extending vertically through space reserved for the other party.

2.03 OWNER - The party owning the pole.

2.04 LICENSEE - The party having the right under this Agreement to make attachments to Owner's poles.

2.05 APPLICANT - The party making application to the Owner for permission to become a Licensee on Owner's poles.

2.06 SUBTRANSMISSION - Voltage below 138KV not otherwise designated as distribution.

2.07 COST IN PLACE - ADDITIONAL OR REPLACEMENT POLE - Cost In Place shall include the Total Cost to Owner for setting a bare pole. When replacing a pole and for additional poles, due solely to the Licensee's requirements, Cost In Place shall include the Total Cost to Owner for setting a pole including the cost of transferring facilities and removal of old pole with credit for any salvageable material.

2.08 TOTAL COST - Total cost shall include all material, labor and overheads.

2.09 EMBEDDED POLE COST - The average original installed cost of a bare pole.

2.10 THIRD PARTY - Any additional licensees other than the Electric Company and Telephone Company.

2.11 BARE POLE - A pole exclusive of any type of attachments.

2.12 PROPOSALS - A standardized form used by the parties to communicate either their needs, requirements or intentions regarding attachments.

2.13 ATTACHMENT - Any device, with the exception of buried cable closures that do not have any aerial drop wires terminated in them and ground wire attachments from buried cables when the cable is not attached to the pole, now or hereafter fastened to a joint use pole by the parties hereto.

2.14 ELECTRIC COMPANY - Includes Kentucky Power Company and its subsidiary and affiliated companies, to the extent that such companies are not covered under separate agreements with the Foothills Rural Telephone Cooperative Corporation.

2.15 TELEPHONE COMPANY - Includes Foothills Rural Telephone Cooperative Corporation and its parent, subsidiary and affiliated companies to the extent that such companies are not covered under separate agreements with Kentucky Power Company.

2.16 FIELD SUPERVISOR - The Owner's representative responsible for scheduling construction work.

ARTICLE 3

SPECIFICATIONS

3.01 The joint use of poles covered by this Agreement shall at all times be in conformity with good industry practice and with the terms and provisions of The National Electrical Safety Code, and

the rules of The Public Service Commission of Kentucky and any other applicable binding orders, statutes, ordinances, rules and regulations of any other governmental body.

3.02 If either party places or maintains its facilities not in conformance with Article 3.01, then the other party may give written notice to the nonconforming party to bring its facilities into compliance with this Agreement subject to the limitations contained in Article 3.04. The nonconforming party must bring its facilities into compliance within ninety (90) days of notification.

3.03 Wood poles shall comply with American Standards Association specifications and have a preservative treatment, full length, in accordance with good modern practice at the time of installation.

3.04 It is the intent of this Agreement, that poles having attachments prior to this Agreement, providing that their installation conformed to the specifications referred to in Article 3 herein at the time original attachment was made, will not be replaced or attachments rearranged solely to meet the requirements of 2.02 a., and 2.02 b., under NORMAL SPACE ALLOCATION or the current specifications referred to in Article 3.01.

The foregoing does not prohibit the replacement of a pole if Licensee compensates Owner in accordance with Article 8.01.

ARTICLE 4

ESTABLISHING JOINT USE OF EXISTING POLES

4.01 Whenever either party desires to reserve space on any pole owned by the other party, either as initial space or additional space on said pole, it shall submit a proposal therefor, specifying

the location of the pole in question, the amount of space desired and the number and character of attachments to be placed thereon. Within ten (10) days after the receipt of such application, Owner shall notify the Applicant in writing whether or not said pole is among those excluded from joint use under the provisions of Article 1.02. If for any reason the Owner cannot respond in writing within ten (10) days, an oral request for an extension shall be made. Failure of response within such ten (10) day period shall create a presumption that permission has been granted and Applicant may proceed accordingly. Upon receipt of Owner's notice that the said pole is not among those excluded from joint use and after the completion by Owner of any transferring or rearranging which in Owner's judgment is then required with respect to attachments on said poles, including any necessary pole replacements, the Applicant shall have the right as Licensee hereunder to use said space for attachments and circuits of the character specified in said notice in accordance with the terms of the notice and of this Agreement.

4.02 Whenever any jointly used pole or any existing 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 immediate additional attachments thereon, Owner shall 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, and bill Licensee in accordance with Article 8.

Whenever Licensee requests any existing jointly used pole be replaced and Owner cannot complete replacement and/or required

rearrangements within the time as required by the Licensee, Licensee may replace the subject pole and shall be the Owner of the new pole.

4.03 Except as herein otherwise expressly provided, on jointly used poles each party shall, at its own expense, place, maintain, transfer, rearrange and remove its own attachments, including any tree trimming or cutting, place guys to sustain unbalanced loads due to its attachments, and shall perform such work promptly and in such a manner as not to interfere with the service of the other party.

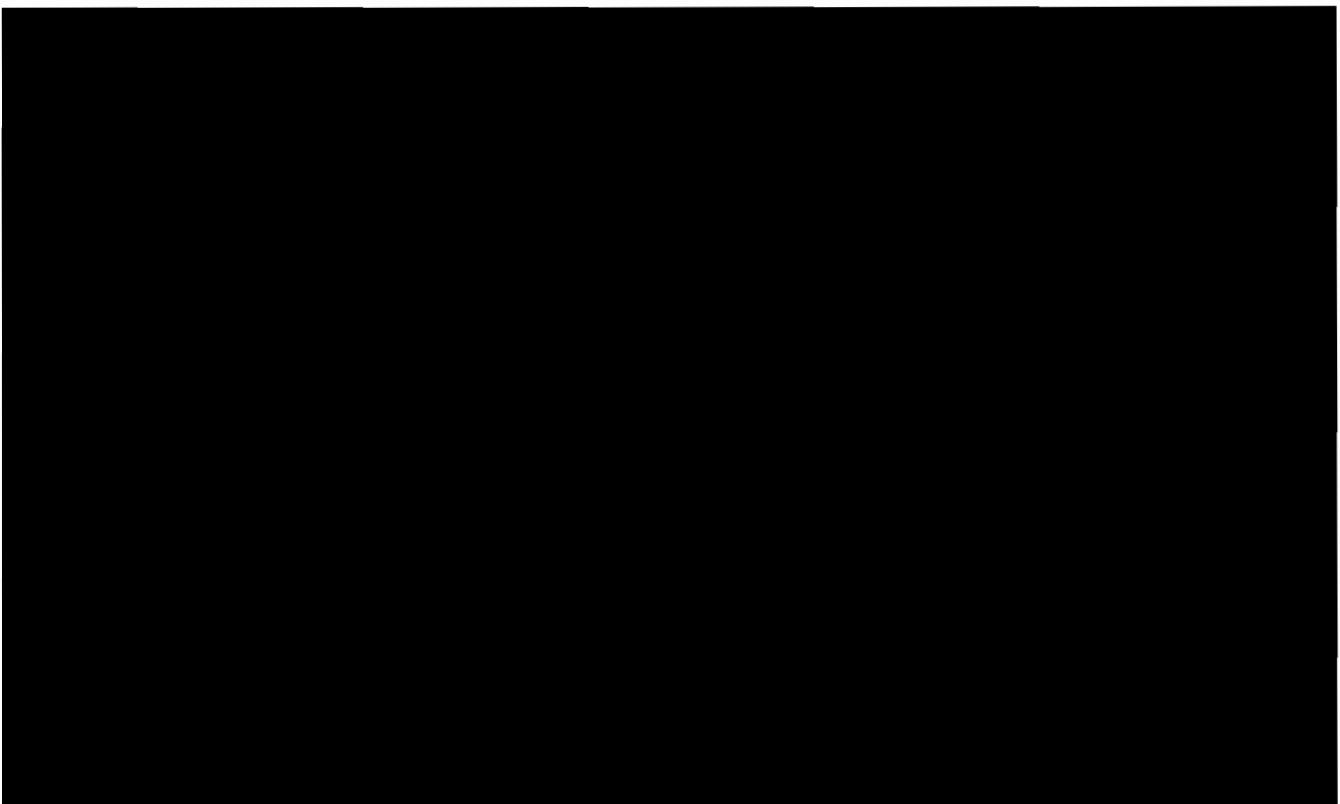
4.04 Both parties agree that in emergency situations or in situations involving the placing of a service drop on an existing pole to complete a service order, that the requirements for notification in accordance with Section 4.01 of this article may not be practical. In such situations the Licensee shall provide written notice of the attachments made within ten (10) days of the date of attachment.

ARTICLE 5

ESTABLISHING JOINT USE OF ADDITIONAL POLES

5.01 Whenever either party hereto requires new poles within the territory covered by this Agreement, either as an additional pole line, as an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, and such pole facilities are not to be excluded from joint use under the provisions of Article 1, [REDACTED]

[REDACTED]



5.02 In any case where the parties hereto shall conclude arrangements for the joint use of any new pole to be erected, and the party proposing to construct the new pole facilities already owns the large majority of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning the lesser number of joint poles so as to work toward such a division of ownership of the joint poles that both parties shall equitably share in the benefits of joint use.

5.03 Each party shall, at its own expense, place and maintain its own attachments on the new joint poles, including any tree trimming or cutting incidental thereto, place guys to sustain unbalanced loads due to its attachments, and shall perform such work promptly and in such manner as not to interfere with the service of

the other party.

ARTICLE 6

RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS

6.01 Owner shall not be required to secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Licensee, and Owner does not grant, guarantee nor convey any easements, rights-of-way or franchises for the construction and maintenance of said attachments, and if objection is made thereto and Licensee is unable to satisfactorily adjust the matter within a reasonable time, Owner may at any time, upon notice in writing to Licensee, require Licensee to remove its attachments from the poles involved, and Licensee shall, within sixty (60) days after receipt of said notice, remove its attachments from such poles at its sole expense.

ARTICLE 7

MAINTENANCE OF POLES AND ATTACHMENTS

7.01 Owner shall maintain its jointly used poles in a safe and serviceable condition in accordance with Owner's standards and in accordance with the specifications referred to in Article 3, and shall replace, reinforce or repair poles as they become defective.

7.02 When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or other special equipment, the new pole shall be set in a manner which will minimize the transfer cost of both parties. Should special conditions warrant setting the new pole in the old pole hole, written notice on the standard

Proposal form shall be provided to the Owner prior to construction.

7.03 Whenever it is necessary to replace or relocate a jointly used pole, Owner shall, before making the change, give notice thereof in a proposal (except in cases of emergency, when oral notice may be given and subsequently confirmed in writing) to Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall transfer its attachments to the new or relocated pole at the time specified by Owner's Field Supervisor. If Licensee does not do so, Licensee shall remove and dispose of the old pole in accordance with Owner's instructions. If Licensee fails to transfer its attachments and remove the pole within five (5) working days of Owner's completion of work, Licensee shall reimburse Owner for all additional expenses incurred including costs of pole removal, because of Licensee's noncompliance.

7.04 Each party shall maintain all of its attachments on jointly used poles in accordance with the specifications referred to in Article 3 and shall keep them clear of trees, in safe condition and in thorough repair in accordance with each party's standards.

7.05 The Telephone Company, when operating either as Owner or Licensee, without any charge may install electrical bonding from communication cables or equipment to Electric Company's pole grounds on jointly used poles in accordance with Article 3.

7.06 The Licensee may replace Owner's pole during emergency conditions when Owner is not able to replace such pole in a timely manner. In this event, the Owner shall pay the Licensee costs in accordance with Article 8.03.

ARTICLE 8

DIVISION OF COSTS

8.01 The Cost In Place of new jointly used poles under this Agreement, either in new pole lines, or in extensions of existing pole lines, or to replace existing poles, shall be borne by the parties as follows:

- a. The Cost In Place of a pole sufficient to provide the NORMAL SPACE ALLOCATION for Owner's requirements shall be borne by Owner except as provided in b., c., and d., herein.

b.

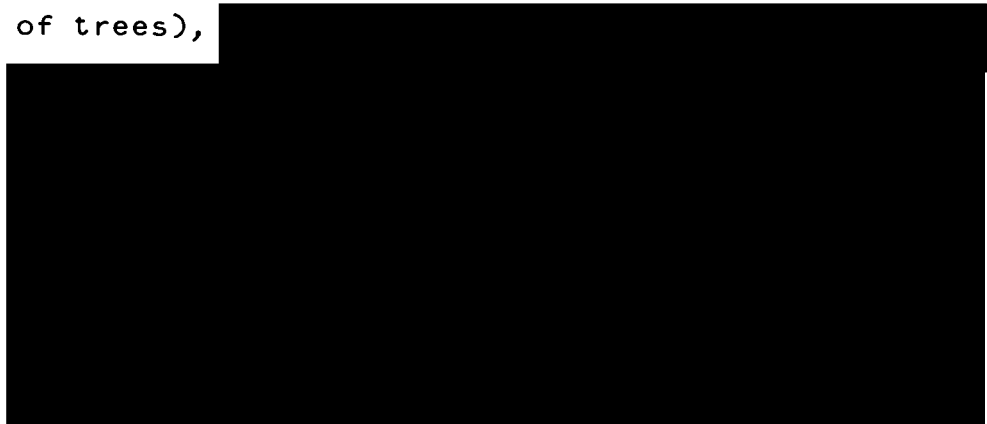


- (1) Where the extra height or strength of an additional pole proposed for joint use is necessary solely to adequately accommodate the attachments of Licensee.
- (2) Where the new pole is installed to replace an existing damaged or deteriorated jointly used pole hereunder and the extra height or strength of the new pole is provided to adequately accommodate the attachments of Licensee.

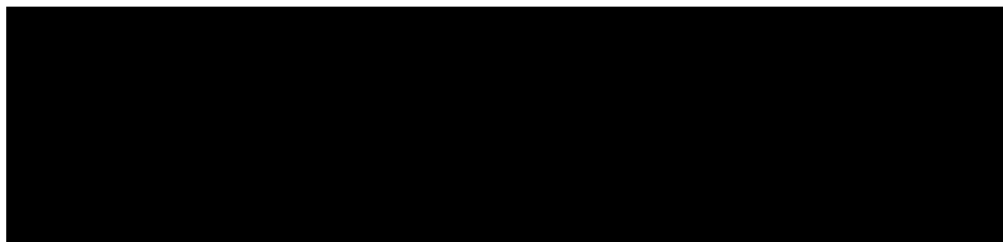
c.



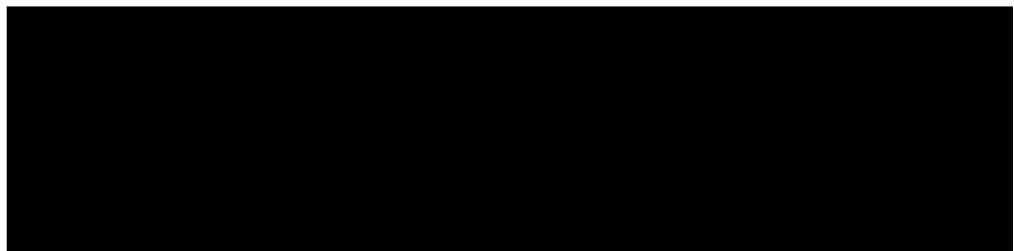
- d. In the case of a pole taller or stronger than a pole suitable for joint use, the extra height or strength of which is due to the requirements of public authorities (other than requirements with regard to keeping the wires of either party clear of trees),



e.



f.



- g. Each party shall place, maintain, rearrange, transfer and remove its own attachments at its own

expense, except as otherwise expressly provided elsewhere in this Agreement.

8.02 If Owner Cannot Install a New Pole or Replace a Pole for Joint Use as required in Article 4.02 without the assistance of the Licensee, [REDACTED]

8.03 Where Licensee Must Replace Owner's Pole Under Emergency Conditions, [REDACTED]

Title to the pole will remain with the Owner. [REDACTED]

8.04 Cost of Pole Replacement and Transfer of attachments. Except as otherwise herein expressly provided, in situations requiring the replacement of a joint pole in kind, i.e., the same height and class, the cost of replacement of the pole shall be [REDACTED]

8.05 Cost of Rearrangements on Existing Poles. Whenever joint use is requested by the Licensee on an existing pole, and space can be provided by rearrangement of the Owner's attachments, the Total Cost of such rearrangements [REDACTED]

8.06 Sharing of Space. Each party shall, upon request of the other party, share with such other party any assigned or reserved space not presently being used, so long as the requirement of Article 3 are satisfied. Upon written notice from the sharing party that any such shared space is required for such party's operations,

the other party shall within sixty (60) days relocate or rearrange its facilities [REDACTED] If replacement of any poles is necessary, the cost thereof shall be allocated as otherwise provided in this Article 8.

8.07 Anchors. All anchors and guys with the exception of jointly used anchors as provided in Article 8.08 below, shall be placed by and at the expense of the party whose attachments make such work necessary. Such anchors and guys shall remain the sole property of the party placing them and shall not be considered a part of the supporting structure.

8.08 Jointly Used Anchors. Normally each company will place separate anchors; however, when it is advantageous to both companies, an anchor rod suitable for joint attachment shall be placed by the Owner of the pole with the Total Cost of the anchor to be shared equally by the parties. If one anchor is inadequate for the combined requirements of both parties, then the Licensee shall place the additional anchorage required.

ARTICLE 9

PROCEDURE WHEN CHARACTER OF ATTACHMENTS IS CHANGED

9.01 When either party desires to change the character of its attachments on jointly used poles, such party shall give (90) days' written notice to the other party of such contemplated change.

The parties shall then cooperate in determining, (1) the conditions under which joint use may be continued on a mutually satisfactory basis, or (2) if in the judgment of both parties continued joint use is not feasible, the most practical and economical method of providing for separate lines.

In the latter event, the party whose attachments are to be removed from the jointly used poles shall promptly carry out the necessary work.

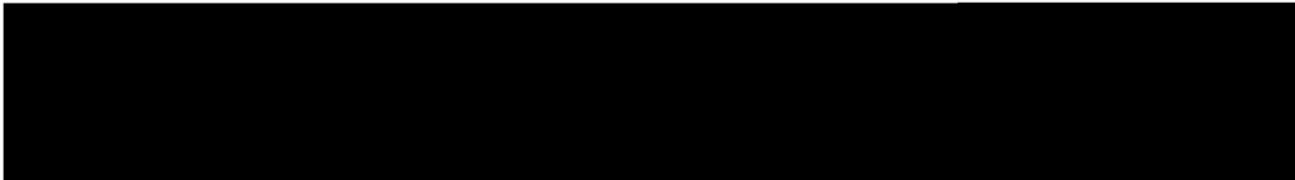
The cost of establishing such attachments in the new location shall be borne [REDACTED]

[REDACTED] If the parties agree that it is more practical for the Licensee to remain on the existing centerline and Owner's facilities should be relocated, Licensee shall [REDACTED]

[REDACTED] In the event neither party is the Owner of all the poles involved, [REDACTED]

[REDACTED] Where the ownership is divided the party owning a majority of the poles shall have the right to remain on an existing centerline unless it is mutually agreed otherwise. [REDACTED]

[REDACTED] For example, [REDACTED]



9.02 Attachments may be permitted on subtransmission and transmission poles of the Electric Company with the understanding that should the characteristics of the Electric Company facilities (attachments) change resulting in either the Electric Company or the Telephone Company deciding joint use is no longer feasible, the Telephone Company shall remove its facilities with no cost or obligation to the Electric Company.

ARTICLE 10

TERMINATION OF JOINT USE

10.01 If Owner desires at any time to abandon any jointly used pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to remove its attachments from such pole. If, at the expiration of said period, Owner shall have no attachments on such pole but Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of Licensee, and Owner shall transfer title to said pole and Licensee shall accept title to said pole in the manner provided for under Article 11. Licensee shall indemnify, protect and hold harmless the Owner from all obligations, liabilities, damages, costs, expenses, or charges incurred after the expiration of the above-mentioned sixty (60) day period, and not arising out of anything theretofore occurring, because, of or arising out of, the presence or condition of such pole or of any attachment thereon; and shall pay Owner in the manner provided for under

Article 11.

10.02 Licensee may at any time abandon the use of a jointly used pole by giving due notice thereof in writing to Owner and by removing therefrom any and all attachments it may have thereon.

ARTICLE 11

SALE OF POLES

11.01 All poles sold shall be sold at the Seller's Embedded Pole Cost at the time of sale for the height and type pole involved. Each party shall obtain, at its expense, the approval of any governmental agency having jurisdiction over such party's part of the transaction, (including, with respect to Electric Company, the approval of the Securities and Exchange Commission pursuant to the requirements of the Public Utilities Holding Act of 1935).

11.02 When ownership of poles is to be transferred, mutually approved Proposal in accordance with the Owner's standard selling policy shall be prepared to cover such transfer. Payments for such poles by the Licensee shall be made at the time of purchase.

11.03 A formal Bill of Sale will be required for the transfer of ownership of all poles following receipt of all necessary approvals. The transferring party shall also obtain any necessary mortgage releases if the poles to be transferred are subject to any mortgages, and shall submit such releases to the other party.

ARTICLE 12

RENTALS

12.01 For purposes of this Agreement, a Rental Year shall be

the period from January 1 to the succeeding December 31. Any space occupied or reserved by Licensee during any portion of any such Rental Year shall be deemed to have been so occupied or reserved during the entire year. The amount of rent shall be computed, billed, and paid in accordance with the following sections of this Article 12.

12.02 Licensee shall pay rent annually to Owner for those poles on which space is occupied or reserved by Licensee and for which rent is payable, in an amount per pole as provided in this Article 12.

12.03 The rental rate the Electric Company will pay for use of Telephone Company poles it occupies shall be determined as follows: For the rental year January 1, 1990 to December 31, 1991 the rental rate shall be [REDACTED] For the rental year January 1, 1992 to December 31, 1993 the rental rate shall be [REDACTED] For succeeding rental years after 1993 the rental rate shall be [REDACTED]

The rental rate the Telephone Company will pay for use of Electric Company poles it occupies shall be determined as follows: For the rental year January 1, 1990 to December 31, 1991 the rental rate shall be [REDACTED] For the rental year January 1, 1992 to December 31, 1993 the rental rate shall be [REDACTED] For succeeding rental years after 1993 the rental rate shall be [REDACTED]

12.04 Each party shall submit to the other, on or before each May 1, a determination of the number of poles subject to this Agreement on which space was occupied or reserved by such other party as of the preceding December 31. Each such determination shall be deemed correct unless written exception is taken within thirty (30) days of receipt. If any such exception cannot be otherwise resolved,

a joint inspection of the poles in dispute and records pertaining thereto shall be made. If the parties are not able to resolve any such exceptions by the next billing date, the number originally proposed shall be used until such resolution is accomplished, at which time a retroactive adjustment shall be made if necessary.

12.05 The Bills for the annual rental shall be rendered each year on or about June 1 and shall contain the total rental due for the current Rental Year based on a formal recapitulation of the poles actually occupied or reserved during such Rental Year and the rental rate determined from the preceding year's costs. All bills shall be paid within thirty (30) days of receipt.

12.06 In order to make the transition between this Agreement, and any prior agreement, rentals for the period January 1, 1989 to December 31, 1989, shall be based on the number of poles, and the annual Rental Rate specified in the Joint-Use Agreement superseded by this Agreement.

ARTICLE 13

UNAUTHORIZED USE: JOINT FIELD CHECKS

13.01 If unauthorized occupancy of poles is found, a Proposal shall be prepared to establish a record of this occupancy on the next annual billing. The party responsible for unauthorized occupancy shall owe the Owner the rental for the entire period dating back to the last joint field check including interest at the tax interest rates established by the Commissioner of Revenue of the Commonwealth of Kentucky (Reference KRS 131.183) compounded annually.

If the only attachment on a pole is unused hardware it shall

not be considered a rental attachment; however, provisions will be made to have such hardware promptly removed. If not removed within thirty (30) days after formal notification, the current annual rental will apply.

13.02 The parties shall participate in a joint field check no less often than every [REDACTED] years. Should one party elect not to participate, that party shall pay [REDACTED]

[REDACTED] The non-participating party has sixty (60) days in which to verify the findings after which the results of the inventory will become final.

ARTICLE 14

LIABILITY AND DAMAGES

14.01 Whenever any liability is incurred by either or both of the parties hereto for damages for injury to persons (including death) or damage to property, arising out of the joint use of poles under this Agreement, which joint use is understood to include the wires and fixtures of the parties hereto, attached to the jointly used poles covered by this Agreement, the liability for such damages, as between the parties hereto, shall be as follows:

a. [REDACTED]

b. [REDACTED]



c.



- d. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall include costs, attorneys' fees, disbursements and other proper charges and

expenditures.

- e. It is further understood and agreed between the parties hereto that at all times during the term of this Agreement and particularly during the time of any construction, repair or new attachments to poles covered by this Agreement that the parties shall consider the electric wires of the Electric Company to be energized.
- f. It is further agreed between the parties hereto, that to the extent any of the provisions of this Article 14 should be determined to be contrary to law or held to be invalid by any court of competent jurisdiction, this Article shall be construed and applied as if such invalid provisions were not contained herein, attempting at all times to conform, to the extent possible, to the intent of the parties as herein stated.

ARTICLE 15

DEFAULTS

15.01 If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after 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 further joint use. If such default shall continue for a period of sixty (60) days after such suspension, the party not in default may forthwith terminate this Agreement as far as

It concerns the further granting of joint use, and shall be under no further obligation to permit additions to or changes in attachments of the defaulting party upon poles in joint use on the date of such termination.

15.02 If either party shall make default in the performance of any work which 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 thirty (30) days after presentation of bills therefor shall, at the election of the other party, constitute a default under Section 15.01 of this Article.

ARTICLE 16

ATTACHMENTS OF OTHER PARTIES

16.01 Nothing herein contained shall be construed as prohibiting the granting by Owner to others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement. The attachments of any such outside party shall be treated as attachments belonging to the Owner, who shall have the entire right to any payments from such party.

16.02 Attachments of other parties shall at all times be in conformity with Article 3.

16.03 If space is shared by the Owner or Licensee with a third party in order to minimize such third party's costs, the sharing party retains its right to use the shared portion of its

space. If Owner or Licensee thereafter requires the full use of its space, it is the duty of the Owner to provide that all costs of making that space available shall be borne by the third party.

ARTICLE 17

WAIVER OF TERMS OR CONDITIONS

17.01 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, and the same shall be and remain at all times in full force and effect.

ARTICLE 18

PAYMENT OF TAXES

18.01 Each party shall pay all taxes and assessments levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said jointly used poles shall be paid by the Owner.

ARTICLE 19

BILLS AND PAYMENT FOR WORK

19.01 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 sixty (60) days after the completion of such work a statement of the costs in accordance with the provisions of this Agreement and such other party shall within thirty (30) days

after such statement is presented, pay to the party doing the work such other party's portion of the cost of said work.

ARTICLE 20

EXISTING AGREEMENTS

12.01 All existing Agreements, written or oral, between the parties hereto for the joint use of poles within the territory covered by this Agreement are by mutual consent hereby terminated, and poles covered by such agreements are brought under this Agreement as of the effective date thereof, but such termination shall not extinguish any obligation arising prior to the effective date of this Agreement.

ARTICLE 21

TERM OF AGREEMENT

21.01 Subject to the provisions of Article 15 Defaults, herein, this Agreement may be terminated by either party after the first day of January 1996 upon [REDACTED] year's notice in writing to the other party. If not so terminated, it shall continue in force until terminated by either party at any time upon [REDACTED] year's notice in writing to the other party as aforesaid. Despite any termination under this Article, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination until a new Agreement is entered into by the parties. Following such termination until a new Agreement is entered into between the parties, neither party shall be under an obligation to permit additions to or changes in attachments

of the other on poles in joint use on the date of such termination.

This Agreement shall not be modified except in writing executed by a duly authorized representative of both parties.

ARTICLE 22

OPERATING ROUTINE

22.01 An Operating Routine may be jointly prepared by the parties hereto, and shall be approved respectively by the Operations Manager of the Telephone Company and by the T&D Director for the Electric Company. This routine shall be based on this Joint-Use Agreement and shall give the detailed methods and procedure which will be followed in establishing, maintaining and discontinuing the joint use of poles. In case of any ambiguity or conflict between the provisions of this Agreement, and those of the "Operating Routine" the provisions of this Agreement shall be controlling. This Operating Routine may be changed at any time upon the approval of the Operations Manager of the Telephone Company and the T&D Manager of the Electric Company, provided such changes do not conflict with the terms of this Joint Use Agreement.

Attest:

E. J. Bergin
Assistant Secretary

KENTUCKY POWER COMPANY

By

[Signature]
Vice President

FOOTHILLS RURAL TELEPHONE

COOPERATIVE CORPORATION

By

[Signature]
Gen. Mgr.

Attest:

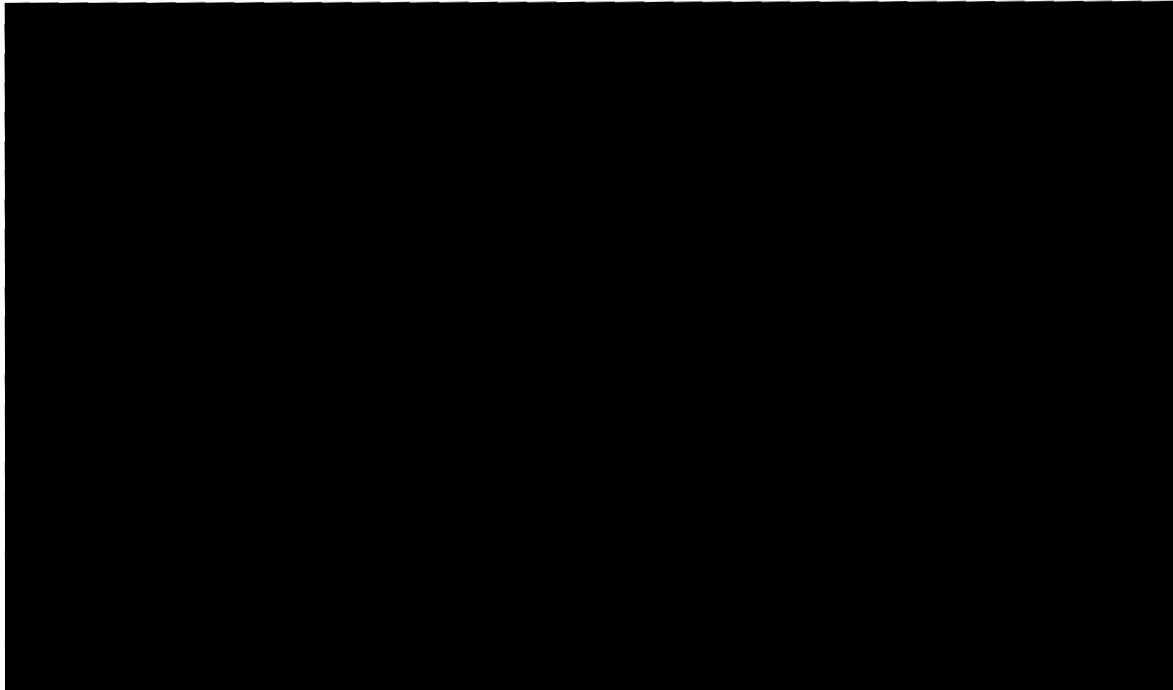
Susan Fairchild

EXHIBIT A

ANNUAL RENTAL

Rental Rate the Electric Company will pay for the use of Telephone Company poles	=	TCR
Rental Rate the Telephone Company will pay for the use of Electric Company poles	=	ECR
Telephone Company Billing Factor	=	A
Electric Company Billing Factor	=	B
Telephone Company: TCR X JPtc	=	A
Electric Company: ECR X JPec	=	B

Kentucky Power Company and Foothills Rural Telephone Cooperative Corporation hereby agree to the following modifications to the Pole Joint Use Agreement dated effective January 1, 1990.



- B. The percentage reduction as specified in A. above shall be made to the sale price of poles sold under Article 10, Termination of Joint Use. In such case the number of years installed shall be based upon the difference between the year the Licensee is sent notice to abandon by Owner and the year the abandoned pole was installed.
- C. For any unauthorized occupancy found during the first field check made after January 1, 1990, no interest penalty shall be imposed. The provisions in the second sentence of Paragraph 13.01 shall only apply after the first field check. Any unauthorized occupancies found during the first field check will assume to have been made in proportion to the authorized occupancies made since the last field check in determining the back rental.

KENTUCKY POWER COMPANY

By

Date

2/25/90

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORPORATION

By

Date

3/23/90

American Electric Power
PO Box 2021
Roanoke, VA 24022-2121



Mr. Paul Preston
Manager
Foothills Rural Telephone Co-Op
P. O. Box 240
Staffordsville, KY 41256

April 15, 1999

Dear Mr. Preston:

Enclosed is one fully executed copy of the Agreement that will permit AEP to transfer your facilities when we replace one of our poles. Our transfer program is now operational and we will be contacting you each time we plan to replace one of our poles that has your facilities attached to it.

Please do not hesitate to contact me at (540) 985-2650 should you have any questions regarding our new service.

Sincerely,

A handwritten signature in cursive script, reading 'Paul D. Blount'.

Paul D. Blount
Joint Use Administrator

pas

enclosure

AGREEMENT FOR TRANSFER OF JOINT USE FACILITIES

THIS AGREEMENT FOR TRANSFER OF JOINT USE FACILITIES (hereinafter "Agreement"), is entered into September 1, 1998 between KENTUCKY POWER COMPANY, a Kentucky corporation (hereinafter "Electric Company"), and FOOTHILLS RURAL TELEPHONE COOPERATIVE CORPORATION, a Kentucky corporation (hereinafter "Telephone Company").

WITNESSETH:

WHEREAS, Telephone Company desires that Electric Company transfer certain Telephone Company's telephone distribution facilities at the same time Electric Company transfers its own electric distribution facilities during the replacement of utility poles owned by Electric Company and used by Telephone Company, or vice versa, pursuant to the Joint Use Agreement with Electric Company dated January 1, 1990 (the "Joint Use Agreement"); and

WHEREAS, Electric Company is willing to transfer telephone distribution facilities under the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and promises and obligations contained herein, the parties hereto agree as follows:

TRANSFER OF TELEPHONE FACILITIES

(a) On Electric Company poles where Telephone Company has facilities attached, or vice versa, Telephone Company may request Electric Company to transfer Telephone Company's facilities whenever Telephone Company must transfer its facilities due to replaced or relocated poles. Upon such request, Electric Company shall determine, in its sole discretion, whether it has the expertise and equipment, and can transfer such facilities in compliance with the National Electrical Safety Code. If Electric Company determines it can transfer Telephone Company's facilities, it shall inform Telephone Company and transfer the telephone distribution facilities of Telephone Company at the same time as Electric Company transfers its own electrical distribution facilities;

(b) In the event of an emergency, Electric Company shall have the ability to transfer Telephone Company's facilities without prior notice, but in this instance, Electric Company shall so notify Telephone Company as soon as is practical. The Electric Company will not undertake the partial transfer of attachments on any pole, except in the event of emergency repair situations.

(c) If Electric Company chooses not to transfer Telephone Company's facilities, then it shall so notify Telephone Company and provide Telephone Company time to transfer its facilities pursuant to the terms of the Joint Use Agreement. In such cases, the provisions of the Joint Use Agreement shall govern the rights and obligations of the parties with respect to such poles.

MATERIALS

Material required to perform transfers will be made available by the Telephone Company at no cost to the Electric Company. The Electric Company agrees to reuse all existing material wherever practical.

COMPENSATION

In consideration of the services to be provided by Electric Company pursuant to this Agreement, Telephone Company shall pay to Electric Company the sum of [REDACTED] per attachment, for the transfer work associated with each attachment. For the purposes of this Agreement, an attachment is considered to be a messenger cable, service drop cable or an associated guy wire.

Where Telephone Company has bonded to Electric Company's pole mounted ground, said bonding will be transferred to the new pole for a fee of [REDACTED] per bond. For the purposes of this Agreement, a bond is considered either a guy wire or a messenger cable bond. Said fee does not include transfer of a Telephone Company owned pole mounted grounding system (if one exists) to the new pole.

Transfer fees shall be subject to an annual review at the close of the calendar year and may be adjusted accordingly. Electric Company shall provide Telephone Company 30 days prior written notice before any adjustment is made. Electric Company shall invoice Telephone Company for all compensation due and owing pursuant to this Agreement for transfers performed by Electric Company.

NON-EXCLUSIVE AGREEMENT

Telephone Company and Electric Company do not intend by this Agreement to exclusively contract for Electric Company to perform all transfers of Telephone Company's facilities. At any time during the term of this Agreement, or any renewal thereafter, Telephone Company may perform its own transfers or use other contractors for such transfers, provided such work is performed in accordance with the Joint Use Agreement.

AMENDMENT OF AGREEMENT

This Agreement may not be altered or amended except pursuant to an instrument in writing signed by the parties hereto.

LIMITATION OF DAMAGE AND CLAIMS

Notwithstanding any other provision of this Agreement:

(a) In the event Telephone Company's telephone distribution facilities are damaged by Electric Company's negligence, Electric Company's maximum liability shall not be greater than the cost to repair or replace such damaged facilities.

(b) Any claim rising under this Agreement that is not raised within one (1) year after the occurrence of the event, or first of a series of events upon which such claim is based, will be forever barred and unenforceable, and

(c) The Electric Company shall not be liable to the Telephone Company for any special, indirect, incidental, punitive or consequential damages or lost revenues or lost profits of third party claims to anyone arising out of this Agreement or the performance or nonperformance of any activity pursuant to this Agreement, even if such party has been informed of the possibility of such damages.

APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kentucky.

TERM OF AGREEMENT

This Agreement shall be in force for a one year term and shall renew automatically thereafter unless 30 day cancellation notice is given by either party.

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

FOOTHILLS RURAL TELEPHONE
COOPERATIVE CORPORATION

KENTUCKY POWER COMPANY

By: Paul S. Preston

By: Branden J. Wagner

Title: Gen. Mgr. / EEP

Title: Manager - Joint Use

GENERAL AGREEMENT FOR JOINT USE OF POLES

PREAMBLE

THIS AGREEMENT, effective this 1st day of May 1st, 2015 (the "Effective Date"), by and between Foothills Rural Telephone Cooperative Corporation, Inc., a corporation organized under the laws of the State of Kentucky (hereinafter called "Foothills Rural Telephone Company"), and Bellsouth Telecommunications, LLC d/b/a AT&T Kentucky, a Limited Liability Company organized under the laws of the State of Georgia (hereinafter called "AT&T Telephone Company"), desiring to cooperate in the joint use of their respective Poles, erected or to be erected within the areas in which both Parties render service in the State of Kentucky, whenever and wherever such use shall, in the estimation of both Parties, be compatible with their respective needs.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

ARTICLE I SCOPE OF AGREEMENT

This Agreement shall be in effect in areas in which both of the Parties render service and shall cover, subject to the terms of this agreement, all Poles of the Parties now existing or hereafter erected, excepting Poles, not yet in Joint Use, which carry, or are intended by the Owner to carry circuits or facilities of such a character that makes Joint Use of such Poles undesirable because of a bona fide technical or operational reason. This Agreement is intended to govern Attachments placed by Foothills Rural Telephone Company for the purpose of providing services over its communications facilities; and AT&T Telephone Company for the purposes of providing services over its communications facilities.

ARTICLE II DEFINITIONS

For purposes of this Agreement, the following terms when used herein shall have the following meanings:

- A. Agreement means this Joint Use Agreement entered into between Foothills Rural Telephone Company and AT&T Telephone Company.
- B. Allocated Space is the space reserved for each Party as the Licensee of the other Parties Pole and is defined as follows:
 - 1. For Foothills Rural Telephone Company -, when attaching to an AT&T Telephone Company Pole it is the exclusive use of [REDACTED] feet of space measured upward from the Initial Point of Attachment on the

Pole. The Initial Point of Attachment shall be the lowest point on the pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the Parties sound engineering practices dictate a higher minimum clearance. No Third Party shall place Attachments on the Pole below the point of the Foothills Rural Telephone Company's Attachments if Foothills Rural Telephone Company's attachments are placed at the lowest point on the pole required to provide minimum clearance above the ground.

2. For AT&T Telephone Company – when attaching to a Foothills Rural Telephone Company Pole it is the exclusive use of [REDACTED] feet of space measured upward from the Initial Point of Attachment on the Pole. The Initial Point of Attachment shall be the lowest point on the pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the Parties sound engineering practices dictate a higher minimum clearance. No Third Party shall place Attachments on the Pole below the point of the AT&T Telephone Company's Attachments if AT&T Telephone Company's attachments are placed at the lowest point on the pole required to provide minimum clearance above the ground.
3. Both parties will work together in order to maintain the integrity of the cable route. If there is a conflict of either parties attaching facilities, then both parties will send a representative to make a field visit to determine proper placing of facilities.

- C. Anchor is a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of AT&T Telephone Company or Foothills Rural Telephone Company plant. Anchors shall be of sufficient size to hold the load placed on it.
- D. Attachment is any wire, cable, strand, material, pedestal, or apparatus attached to a Joint Use Pole, excluding ground wires and service drops, (provided that the service drop attachment is located inside the allocated space on the pole as defined in Article 2 section B.2) now or hereafter used by either Party in the construction, operation or maintenance of its plant. Licensee's ground wires shall not be considered Attachments for inventory or billing purposes.
- E. Code means the National Electrical Safety Code (NESC), as amended from time to time.
- F. Emergency means a situation where the Pole is irreparably damaged, or subject to failing, and such failure is likely to jeopardize the general public.

- G. Joint Use means the occupancy, or reservation of space to the extent allowed by law, on a Pole by both the Owner and the Licensee.
- H. Joint Use Pole is a Pole upon which space is provided under this Agreement for the Attachments of both Parties, whether such space is actually occupied by Attachments or reserved therefore upon specific request and to the extent allowed by law.
- I. Licensee is the Party having the right under this Agreement to make Attachments to a Joint Use Pole that the other Party owns.
- J. Make-Ready Work means the work required to accommodate Licensee's Attachments on a Joint Use Pole, including, but not limited to, Rearrangement or Transfer of existing Attachments and the facilities of other entities, inspections, engineering work, tree trimming (other than tree trimming performed for normal maintenance purposes), and Pole Relocation and Replacement.
- K. Owner is the Party owning the Joint Use Pole.
- L. Party means either Foothills Rural Telephone Company or AT&T Telephone Company; collectively Foothills Rural Telephone Company and AT&T Telephone Company will be referred to as Parties.
- M. Permit means a request to attach to a pole submitted by the Licensee to the Owner for review and approval prior to the placement of Attachments by Licensee.
- N. Place or Placement means the installation of a Pole suitable for Attachments.
- O. Pole or Poles include the singular and plural.
- P. Rearrange is to move Attachments from one position to another on a single Pole.
- Q. Relocate is to change the location of an existing Pole by removing and reinstalling said Pole in a new location or installing a new Pole in the new location and removing the existing Pole.
- R. Replace or Replacement is to install a new Pole in close proximity to an existing Pole and removing the existing Pole.
- S. Reserved, as applied to space on a Pole, means unoccupied Allocated Space provided, and maintained by Owner, either for its own use or for Licensee's exclusive use, to the extent allowed by law. All Reserved space is subject to rental payments under the terms of this Agreement, provided that an approved Permit exists.
- T. Right-of-Way is the legal right to use the property of another.

- U. Standard Joint Use Pole means a [REDACTED] foot class [REDACTED] wood Pole as classified by the Pole classification tables of the American National Standards Institute. Also included as Standard Joint Use Poles are those poles which the Licensee has accepted as suitable for its use by the installation of its Attachments to the Pole.
- V. Standard Space Allocation means the Allocated Space for Foothills Rural Telephone Company and AT&T Telephone Company.
- W. Third Party means a person or entity that is not a signatory to this Agreement. For purposes of this Agreement, Third Party Attachments shall be considered by the Licensee as Attachments of the Owner.
- X. Transfer is the removal of Attachments from one Pole and placing them upon another.
- Y. Unallocated Space is that part of a Pole not included in allocated space.

ARTICLE III SPECIFICATIONS

- A. Joint Use Poles covered by this Agreement shall at all times be in conformity with all applicable provisions of law and with the minimum requirements of the Code in effect at the time the respective Attachments are made, the standards of the Owner which are required of all parties using Owner's poles and with such additional requirements as may be mutually authorized by both Parties. If any Attachments were in compliance with the Code and the standards of the Owner when made, but later become out of compliance with the Code and the standards of the Owner due to changes in the Code and/or the standards of the Owner and are not covered by any grandfather clause as to such Attachments, then such Attachments shall be brought into compliance with the Code and the standards of the Owner when any work is next performed on such Attachments. To the extent any requirements or specifications of the Code or standards of the Owner may conflict, the more stringent shall apply. This provision shall not be interpreted to impose an obligation on either Party to inspect existing Attachments every time the Code is amended.
- B. As long as the provisions of Code and/or the standards of the Owner in effect at the time the Attachments were made have been met, any Joint Use Pole in place before the Effective Date of this Agreement shall be deemed a Standard Joint Use Pole and satisfactory to both Parties and adequate for their requirements, whether or not the space allocations defined herein have been observed.

ARTICLE IV CONDITIONS FOR USE OF SPACE

Subject to the terms and conditions of this Agreement, each Party hereby permits joint use by the other Party of any of its Poles in accordance with the Standard Space Allocation and the following:

- A. Either Party may use vertical space below its Allocated Space if the proposed use is authorized by the requirements of the Code and standards of the Owner and such use does not preclude the use of the space by the Party to which such space is allocated. Use of such space must be in compliance with all other provisions of this Agreement including Section XII, Rentals.
- B. If the Allocated Space is subsequently needed and the provisions of the Code and standards of the Owner cannot be met, then the Party to whom the space is not allocated, but who is utilizing the space allocated to the other Party pursuant to section A of this Article, shall be responsible, at its sole expense, for the cost of Rearrangement or Pole Replacement when necessary in order to accommodate the Party having the Allocated Space.
- C. So long as the provisions of the Code and standards of the Owner are met, Unallocated Space below that party's Allocated Space may be used for vertical runs and/or the mounting of equipment or Attachments by either Party. If the provisions of the Code and standards of the Owner cannot subsequently be met, then billing for any required modification will be in accordance with Article IX, Division of Costs. All other provisions of the contract, including Article III and Article XII shall apply to vertical attachments.

ARTICLE V ESTABLISHING JOINT USE OF POLES

- A. So long as the subject Pole is not excluded from Joint Use under the provisions of Article I, the Licensee may receive permission to install initial Attachments or place additional Attachments by submitting a Permit (Exhibit A) and receiving approval prior to placing such Attachments. Within fifteen (15) business days after the receipt of such completed application the owner shall notify the applicant in writing whether the application is approved or rejected. If so approved or if not rejected within the fifteen day period, the pole will become a Joint Pole, and the Licensee shall have the right to place Attachments on such pole subject to all other provisions of this Agreement, including Article III. If the permit is approved, it shall be considered Reserved for the Licensee's use and will be subject to all other provisions of this Agreement, including Section XII, Rentals. If Make-Ready Work is required before a Licensee can place its Attachments on a Pole, the Owner shall provide an estimate of the cost of such work and the amount which the Licensee shall be responsible for. Upon Licensee's approval of the estimated cost of Make-Ready Work, the Owner shall complete the Make-Ready Work in a reasonable time and promptly notify the Licensee in writing or by electronic means when the Make-Ready Work is completed. In emergency situations, the Owner will cooperate with the Licensee to have the Make-Ready Work performed on an expedited basis. If a Third Party must move its

Attachments in order for Licensee to place its Attachments on a Pole, the Licensee shall pay [REDACTED]

- [REDACTED]
- B. Whenever Licensee desires to add to or upgrade its facilities in an existing Joint Use Pole line, it will submit a Permit in the form of Exhibit A to Owner specifying the type of existing and proposed facilities to be attached to Owner's poles. If the existing pole is insufficient for the existing and proposed new facilities, Owner shall rebuild the Pole/Poles to accommodate Licensee's upgraded facilities. For a Pole erected to replace such Joint Use Pole solely because the existing Pole is of insufficient height or strength to provide adequately for Licensee's requirements, and where such Joint Use Pole at time of erection or by Attachment thereto by Licensee had been previously pronounced satisfactory, then Licensee shall thereupon [REDACTED]
- [REDACTED] Upon Licensee's request, Owner shall provide Licensee with documentation to support Owner's cost demand.
- C. Notwithstanding sections (A) and (B) above, Licensee is not required to submit a Permit or otherwise provide notice before placing non-guyed service wires.
- D. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable. Guys shall be installed prior to the placement of any wires or associated equipment. The foregoing shall not apply to service drops.
- E. In the event Owner discovers: a) unreported Attachments, excluding non-guyed service drop Attachments; b) unauthorized use of Owner's anchors as outlined in Article IX, Division of Costs; and/or c) authorized Attachments which do not comply with requirements of Article III, Specifications, hereinafter "irregular plant conditions", Owner shall inform Licensee of the same. Owner shall also state whether any pole on which an unreported attachment has been placed is excluded from Joint Use under Article I of this Agreement. Licensee shall, within thirty (30) days of receiving notice of any unreported attachments: (1) remit to Owner any unpaid rental due for such Attachments; and (2) remove any Attachments made to poles which are excluded from Joint Use. A completed permit for all unreported Attachments made to Joint Use Poles shall accompany payment. For purposes of determining unpaid rental for each unreported Attachment in the event that the time of installation cannot be determined, it shall be deemed to have occurred on the date succeeding the day on which the last physical inventory was performed in accordance with Article XII, Rentals.

- F. Within forty-five (45) days of receiving notice from Owner, Licensee, [REDACTED] shall, replace, relocate or modify all or any: a) unreported Attachments, excluding non-guyed service drop Attachments; b) unauthorized Attachments to Owner's anchors as outlined in Article XIX, Division of Costs; and/or c) Attachments which do not comply with requirements of Article III, Specifications. Licensee shall notify Owner of the performance of such work within two (2) weeks of its completion.
- G. Costs in connection with establishing Joint Use Poles, including any necessary Pole Replacements, shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VI ERECTING, REPLACING OR RELOCATING JOINT USE POLES

- A. Existing Joint Use, Licensee Upgrades Its Facilities. Whenever Licensee desires to add to or upgrade its facilities in an existing Joint Use Pole line, it will submit a Permit in the form of Exhibit A to Owner specifying the type of existing and proposed facilities to be attached to Owner's poles. If the existing pole is insufficient for the existing and proposed new facilities, Owner shall rebuild the Pole/Poles to accommodate Licensee's upgraded facilities. For a Pole erected to replace such Joint Use Pole solely because the existing Pole is of insufficient height or strength to provide adequately for Licensee's requirements, and where such Joint Use Pole at time of erection or by Attachment thereto by Licensee had been previously pronounced satisfactory, then Licensee shall thereupon [REDACTED] Upon Licensee's request, Owner shall provide Licensee with documentation to support Owner's cost demand.
- B. Existing Joint Use, Owner Upgrades Its Facilities. In the event that Owner desires to upgrade its facilities in a manner that would require action by the Licensee in an existing Joint Use Pole line, Owner will notify Licensee in writing or by electronic means of this desire, and also when construction of the new Pole is completed or required Rearrangements have been made. Transfer of Licensee's facilities shall be governed by Article VIII, Maintenance of Poles and Attachments.
- C. In emergency situations, Party may Replace Poles for the other Party. Where Poles are Replaced on an emergency basis, the Party Replacing the Poles shall give the Pole Owner verbal notice of the emergency situation as soon as practicable and give written notice of the Replacement within five (5) business days of making the Replacement. The Owner shall pay [REDACTED] In non-emergency situations Licensee shall not replace Pole(s) of the Owner without first receiving authorization from the Owner. The new Pole shall remain the property of the original Owner whose Pole was Replaced. .

- D. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable.
- E. Costs in connection with establishing new Joint Use Poles shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VII RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

- A. Each Party shall be responsible for obtaining its own Rights of Way. When new lines are constructed after the effective date of this Agreement, the Owner may obtain suitable right-of-way for both Parties on Joint Use Poles, using a form substantially similar to Exhibit B. Said right-of-way servitudes shall be in sufficient detail for identification and Licensee may receive a copy of any such servitude for the purpose of ensuring that it is duly recorded in the public records of the parish in which the right-of-way servitude is located. No guarantee is given by the Owner of permission from property owners, municipalities, or others for the use of its Poles by the Licensee.
- B. The Owner shall, when constructing a new Joint Use Pole line, clear a right-of-way sufficient for both Parties. Subsequent trimming shall be the responsibility of the Party requiring the trimming. The Parties may develop, by mutual agreement, arrangements for sharing costs of subsequent trimming and repetitive clearing to ensure safe access to the poles and facilities of each Party.

ARTICLE VIII MAINTENANCE OF POLES AND ATTACHMENTS

- A. The Owner shall, at its own expense, maintain its Joint Use Poles in a safe and serviceable condition, in accordance with Article III, Specifications, and shall Replace, reinforce or repair Poles that, in the Owner's judgment, become defective.
- B. Whenever it is necessary to Replace or Relocate a Joint Use 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 Use Pole.
- C. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both Parties. The electronic notification system of pole transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by

this article. As a prerequisite for use of this system, both Parties shall have and utilize the necessary electronic equipment required by NJUNS for this system.

- D. Should the Licensee fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Owner responsible Transfers have been accomplished), 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. If the Owner so elects, such old pole shall thereupon, at no cost to the Licensee, become the property of the Licensee, as is, 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. [REDACTED]
- E. Should the Licensee fail to Transfer its Attachments to the new Joint Pole after the date specified for such Transfer of Attachments and after all Third Party and Owner responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if the Owner does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments, the cost incurred by the Owner to return to the job site and remove the old pole will be [REDACTED]. In the event the Licensee notifies the Owner that the Transfer has been accomplished and the Owner returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay [REDACTED]. [REDACTED] The intent of this paragraph is to ensure timely Transfers and minimize situations of two or more Poles needlessly remaining at the same location for extended periods of time.
- F. When Replacing a Joint Use Pole, the new Pole will be installed as closely as possible to the existing Pole unless special conditions make it necessary to set it in a different location. If conditions make it necessary to set the pole in a different location, the parties will meet and agree upon a mutually acceptable new location prior to the pole being placed.
- G. In the event of termination of the rights of the Parties to attach to additional Joint Use Poles, the Parties may continue to place additional Attachments on existing Joint Use Poles, subject to the normal permitting processes as provided for in Article V, Establishing Joint Use of Poles, and to maintain their existing Attachments.

ARTICLE IX DIVISION OF COSTS

A. The cost of establishing a new Joint Use Pole line shall be borne by the Parties in accordance with the following:

1. A Standard Joint Use Pole, or smaller, shall be erected [REDACTED]
2. In the case of a Pole larger than the Standard Joint Use Pole required by either Party, the Party requiring the extra height and/or class shall pay [REDACTED]

B. The cost of establishing joint use on existing Pole lines or modifying existing Joint Use Pole lines shall be borne by the Parties in accordance with the following:

1. For Placement of intermediate Poles or Replacement of non-defective Poles for the Licensee, the Licensee shall pay [REDACTED]
[REDACTED] Licensee shall be responsible for Transferring its own facilities.
2. Replacement of existing defective Poles with a new Pole of the same size or class shall be accomplished at the expense of the Owner. Each Party shall be responsible for Transferring its own facilities.

C. Except as otherwise specifically provided in this Agreement, each Party shall bear the costs of placement, Transfer, and Rearrangement of its own Attachments, place guys and Anchors to sustain any unbalanced loads caused by its Attachments, and perform any tree trimming or cutting incident thereto.

1. Licensee is prohibited from using Owner's existing anchors without the express written consent of Owner. If such use of Owner's anchor is requested by Licensee, or found existing in the field, Licensee will pay Owner for any costs incurred in evaluating the overall holding capacity of the existing anchor as a result of imposition of Licensee's load on said anchor. If the anchor is sufficient to support the existing and proposed loads, and if such use is approved by Owner, Licensee shall pay to Owner [REDACTED]
2. Notwithstanding the foregoing, 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 anchor rods and anchors [REDACTED]

3. 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 install anchors and anchor rods at no expense to the other Party; or, in case of right-of-way restrictions, may provide a double thimble anchor rod and anchor to which the other Party can Transfer its existing guy at its own expense.
- D. In the case of a Pole larger than the Standard Joint Use Pole where the additional height and/or strength required is for the purpose of both Parties, the reasonable cost of the increase above a standard Joint Use Pole [REDACTED]
- E. When less costly Rearrangements can be performed by either Party, which would defer the cost of Replacing a Pole, the Parties shall work together to attempt to minimize costs, with the Owner retaining the right to replace its Poles when it deems appropriate.
- F. Any payments made by the Licensee under the foregoing provisions of this Article shall not entitle the Licensee to ownership of any part of said Pole.
- G. Each Party shall bear the actual reasonable cost of repairing damages to the other Party's facilities occasioned by its improper construction practices, its negligence, or the negligence of others acting on its behalf.
- H. Either Party may request reasonable documentation supporting any demand for payment.

ARTICLE X

CHANGE IN THE CHARACTER OF CIRCUITS

When either Party desires to change or upgrade its system which causes it to exceed its Allocated Space and to Replace pole(s) in a joint use route, it shall give the other Party sixty (60) days' written notice of such contemplated change. Within thirty (30) days of receipt of such notice given by the Party making the change, the other Party shall respond in writing whether it agrees to joint use with the proposed changes. In any event, the work shall proceed in accordance with the provisions below:

1. The parties hereto shall work together in good faith to determine which facilities shall be removed from existing points on the Joint Use Poles involved and the cost of establishing such changes in a new position on such poles, or in a new location elsewhere, so that the Party not requiring the change can continue to furnish the same service that existed before the changes were proposed.

2. If the Party requesting the upgrade ("the Requesting Party") is the Owner, the Requesting Party shall be responsible for [REDACTED]

[REDACTED] Notwithstanding the foregoing, if the replacement poles are not suitable for joint use and, as a result, Licensee is prohibited from relocating its facilities to the new poles, the Requesting Party shall be responsible for reimbursement of the costs incurred by Licensee to make changes so that the Licensee can continue to meet its service requirements.

3. If the Requesting Party is the Licensee, the Requesting Party shall pay [REDACTED]

4. In either case, ownership of any new Poles placed pursuant to this Article shall remain with the Owner of the poles that were replaced, unless otherwise agreed to by the Parties in writing.

A party shall not attempt to circumvent subsection (2) of the Article by dividing a project into smaller segments.

ARTICLE XI ABANDONMENT

- A. If the Owner decides at any time to abandon any Joint Use Pole, it shall give the Licensee notice in writing or by electronic means at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of said period, the Owner and any Third Parties have no Attachments on such Pole but the Licensee shall not have Relocated or removed all of its Attachments therefrom, the Owner may send Licensee written notice that Owner intends to transfer ownership of the Pole to Licensee. If Licensee does not remove its Attachments from the Pole within ten (10) days of receipt of Owner's notice of intent to transfer ownership, Owner may transfer ownership of the Pole to Licensee by sending Licensee written notice of the transfer of ownership. Upon receipt of Owner's notice of transfer of ownership, the Pole shall then become the property of Licensee and Licensee shall save harmless the former Owner from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter arising out of the presence, location or condition of such Pole or any of

Licensee's Attachments thereon, unless such liabilities or damages arise from the negligence or intentional acts or omissions of the former Owner.

- B. If Licensee decides to transfer its Attachments after Pole ownership has been transferred, Licensee may do so, but Licensee will be responsible for the pulling and disposal of the old Pole(s).
- C. This Article may not be used to circumvent the procedures set forth in this Agreement regarding Transfers.

ARTICLE XII RENTALS

- A. Rental. The rental rate shall be [REDACTED] paid by AT&T Telephone Company and [REDACTED] paid by Foothills Rural Telephone Company per pole.
- B. Netting. Rather than Foothills Rural Telephone Company and AT&T Telephone Company issuing separate bills, [REDACTED]
[REDACTED] After the netting process, the predominant pole owner will prepare and forward an invoice on or about the tenth day of December. Payment shall be due within forty-five (45) days from submission of invoice by the predominant pole owner. In the event that payment of an invoice is not received by the predominant pole owner on or before the date due, or is underpaid, the party receiving the invoice shall pay [REDACTED]
[REDACTED]
- C. Annually on or before December 1st, the Parties acting in cooperation shall, subject to the provisions of this Article, tabulate the total number of Joint Use Poles in accordance with procedures agreed upon by the respective Parties.
- D. For the purpose of computing the total annual rental fee due hereunder, [REDACTED]
[REDACTED]
- E. At intervals of not less than [REDACTED] years and at the written request of a Party, an actual physical inventory of Joint Use Poles may be made jointly by representatives of the Parties or by a third party chosen by both Parties. The Parties shall cooperate in the selection of the contractor, and if one can be agreed upon, the Parties shall share equally the costs of the inventory. If the Parties cannot agree upon a contractor, each Party shall select their own representative to conduct an inventory, with the cost of each representative to be borne by the Party employing such representative. If there is any difference in the number of attachments found by the inventory and [REDACTED]
[REDACTED]

ARTICLE XIII
PERIODICAL ADJUSTMENT OF RENTALS

For the year ending 2019 and at intervals of not less than every [REDACTED] years thereafter, the rental rates applicable under this Agreement shall be subject to joint review and revision upon the written request of either Party. Such written request shall be made at least 90 days prior to January 1 of the year the new rental rates will be effective. If any such request is made, the Parties shall negotiate in good faith to reach a mutually satisfactory rental rate, taking into consideration the allocation of space and the historical cost of bare Poles.

ARTICLE XIV
THIRD PARTY RIGHTS

- A. If either Party hereto had, prior to the execution of this Agreement, conferred upon Third Parties, by contract or otherwise, rights or privileges to occupy any Poles covered by this Agreement, nothing contained herein shall be construed as affecting such existing rights and privileges.
- B. Following the Effective Date of this Agreement, an Owner shall have the right, by contract or otherwise, to grant permission to Third Parties to occupy Poles covered by this Agreement. To the extent allowed by law, such future Attachments shall not be located within the Allocated Space of the other joint use Party unless that other Party agrees in writing to such occupancy, and such agreement, if any, shall in no way waive that other Party's right to occupy its Allocated Space in the future as long as that Party has Reserved the space subject to all other provisions of this Agreement, including Article XII, Rentals.
- C. With respect to any rights and privileges granted under this Article to Third Parties, Licensee shall not have to Transfer or Rearrange its Attachments to provide space for a Third Party until the Third Party pays for Licensee's associated costs so long as Licensee's Attachments have been made in accordance with terms of this Agreement. The Third Party shall be given 30 days to make payment for costs of Rearrangements to Licensee, and upon receipt of said payment, Licensee will, within 30 days, make all necessary changes to accommodate the Third Party facilities.

ARTICLE XV
ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither Party shall assign or otherwise dispose of this Agreement or any of its rights, obligations or interests hereunder, to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. 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 to 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 such lease, transfer, merger or consolidation, such Party shall cause its rights and obligations hereunder to 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 such Party shall give notice of the event to the other party not later than the effective date of such lease, transfer, merger or consolidation.

ARTICLE XVI FORCE MAJEURE

Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a Force Majeure event. These Force Majeure events include, but are not limited to, the following:

1. Hurricanes or other severe weather conditions;
2. Act of war, terrorism, or civil unrest; and
3. Federal embargos, priority orders, or other restrictions imposed by the federal government.

ARTICLE XVII PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its property upon said Joint Use Poles, and the taxes and assessments which are levied on said Joint Use Poles shall be paid by the respective owners thereof.

ARTICLE XVIII INSURANCE

Each party to this Agreement shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

- A. Workers' compensation insurance covering all of the Party's employees, as required by law.
- B. Public liability and property damage liability insurance covering all operations under this Agreement with limits of at least [REDACTED] for bodily injury or death and [REDACTED] aggregate coverage during the policy period. Failure to maintain the required insurance coverage will not relieve a Party from liability provided for herein

should a loss occur. Similarly, if a loss for which a Party is liable exceeds the insurance policy limits a Party will not be relieved from liability provided for herein.

- C. Automobile liability insurance of not less than [REDACTED] for personal or property damage stemming from the use of all self-propelled vehicles used in connection with this Agreement, whether owned, non-owned or hired.
- D. Each Party shall furnish to the other Party, upon request, a certificate evidencing compliance with the foregoing requirements. This certificate will list the other Party as additional insured and will note specific cancellation language as follows: "In the event of cancellation of any of the said policies, the insuring company shall give the party to whom this certificate is issued thirty (30) days prior notice of such cancellation."
- E. In lieu of paragraphs A-D above, the Parties may self-insure for the above-referenced coverages. Licensee shall present valid proof of self-insurance upon Owner's request.

ARTICLE XIX INDEMNIFICATION

Each party to this Agreement shall, to the extent allowed by law, indemnify, protect, save, defend and hold harmless the other party from and against any and all loss, cost, damage, injury, claim, demand, action, suit, judgment, reasonable expenses, reasonable attorney's fees and reasonable court costs, including, but not limited to, any and all claims for damages to property and injury to or death of persons and claims made under any Workers' Compensation Law, caused by, or arising out of, the sole negligence or intentional acts/omissions of the indemnifying Party, its employees, contractors or agents. If the indemnifying party is obligated to defend the indemnitee in a legal proceeding, the indemnitee may choose its own counsel, provided that the fees charged by such counsel are reasonable in the venue where the incident occurred.

ARTICLE XX BILLS AND PAYMENT

- A. Upon completion of any work done by one Party for which payment is due from the other Party, the Party performing the work shall present to the other Party, within ninety (90) days after the completion of the work, a bill showing the amount due and a breakdown of the cost. The Parties will cooperate to ensure that both are provided the necessary information to certify that said bills are correct.

- B. If the owing Party disputes the bill or any portion thereof, it must do so through electronic or written means within thirty (30) days after receipt thereof. Further, the owing Party must pay any undisputed amount due. The disputed amount shall be addressed through the Dispute Resolution process set forth in Article XXII.
- C. Any amounts billed hereunder shall be due within forty-five (45) days of the date of the invoice detailing the amount owed. Any undisputed amount not timely paid shall

ARTICLE XXI DEFAULTS

- A. If either Party shall default on its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other Party, the Party not in default may suspend the rights of the defaulting Party to attach additional Joint Use Attachments by sending the defaulting Party written notice of the suspension. If such default shall continue for a period of sixty (60) days from the defaulting Party's receipt of notice of such suspension, the Party not in default may terminate the right of both Parties to attach to additional Poles of the other Party by sending written notice to the defaulting Party. Any such termination of the right of both Parties to attach to additional Poles shall not terminate the right of either Party to attach to existing Joint Use Poles or to maintain existing Attachments on Joint Use Poles. All such Attachments shall continue to be installed and maintained pursuant to the terms of this Agreement, which Agreement shall, so long as such Attachments are continued in use, remain in force and effect solely for the purpose of governing and controlling the rights and obligations of the Parties with respect to such Attachments, including, but not limited to, charges for such Attachments.
- B. In the event the Parties dispute the existence of a default, the suspension provisions of paragraph A, above, shall not apply, and the Parties shall employ the dispute resolution procedures set forth in Article XXII.

ARTICLE XXII DISPUTE RESOLUTION

- A. Prior to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through escalation to upper management. Good faith participation in these procedures shall be a condition precedent to any litigation. Upon notice that all subsequent discussions and negotiations between the Parties are intended to be an effort to compromise and settle matters between the Parties, all subsequent discussions, meetings, and negotiations pursuant to this Article shall be confidential and shall be treated as compromise and

settlement negotiations for purposes of the Federal Rules of Evidence and Kentucky's rules of evidence.

- B. Enforcement. The Parties regard the aforesaid obligation to escalate matters in controversy to upper management as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either Party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

ARTICLE XXIII INTERPRETATION AND JURISDICTION

This Agreement shall be interpreted under applicable federal and state laws and shall be construed in its entirety according to its plain meaning. Any action relating to this Agreement or arising out of its terms and conditions shall be instituted and litigated in a court of competent jurisdiction.

ARTICLE XXIV 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 XXV NO JOINT VENTURE

It is agreed by and between the Parties that none of the obligations and undertakings herein creates a partnership or joint venture between Foothills Rural Telephone Company and AT&T Telephone Company.

ARTICLE XXVI NOTICES

- A. Whenever notice is required to be given under the provisions of Articles XIII (Periodical Adjustment of Rates & Costs), XV (Assignment of Rights), XVIII (Insurance), XIX (Liability), XXI (Defaults), XXII (Dispute Resolution), XXVII (Term of Agreement), or paragraph (c) of this Article XXVI (for change of addresses), such notice shall be in writing, sent certified or registered mail, return

receipt required or by a carrier providing proof of delivery, and shall be sent to the following addresses:

Foothills Rural Telephone Company:

Operational/Official/Legal Notices:

General Manager
P. O. Box 240
1621 KY Route 40W
Staffordsville, KY 41256
Phone Number: (606)-297-3501

AT&T Telephone Company:

Operational Notices:

Director
BellSouth Telecommunications, LLC d/b/a AT&T Kentucky
402 Franklin Rd.
Room 3-574
Brentwood, TN 37027

Official/Legal Notices:

Legal Department
BellSouth Telecommunications, LLC d/b/a AT&T Louisiana
675 West Peachtree St., NW
Suite 4300
Atlanta, GA 30375

- B. Any other notice to be given under the terms of this Agreement shall be given by mail, facsimile to the above addresses, or by electronic means using the National Joint Use Notification System.
- C. Either Party may change the address for notice pursuant to paragraph (a) above by written notice to the other Party.

**ARTICLE XXVII
TERM OF AGREEMENT**

Subject to Article XXI, Defaults, this Agreement shall remain in effect for five (5) years from the date hereof. Unless either Party terminates the rights of the Parties to attach to additional Joint Use Poles by providing at least [REDACTED] year's written notice prior to the end of the five (5) year term, this Agreement shall continue thereafter for two (2) year intervals. A Party may thereafter terminate the rights of the Parties to attach to additional Joint Use Poles by providing at least one year's written notice; however, termination will not be effective until the end of the two (2) year period. Termination of the rights of the Parties to attach to additional Joint Use Poles, by any means, shall not abrogate or terminate the right of either Party to attach to existing Joint Use Poles subject to all the terms and conditions of this Agreement or to maintain existing Attachments. All such Attachments shall continue thereafter to be maintained pursuant to this Agreement. This Agreement shall remain in full force and effect, so long as the Attachments are continued in use, solely for the purpose of governing and controlling the rights and obligations of the Parties with respect to such Attachments, including, but not limited to, the rights and obligations of the Parties with respect to charges related to such Attachments.

ARTICLE XXVIII EFFECTIVE DATE AND PRE-EXISTING AGREEMENTS

This Agreement shall supersede any prior agreements entered by and between the Parties for Joint Use Poles within the territory covered by this Agreement. Nevertheless, with regard to Poles existing prior to the Effective Date of this Agreement, the Owner shall not be required to replace any such Poles with a Standard Joint Use Pole as defined in Article II (U) of this Agreement unless the Licensee pays all reasonable costs of Replacement and all costs of Transfers or modifications relating to such Replacement as provided for in this Agreement.

ARTICLE XXIX SUPPLEMENTAL ROUTINES AND PRACTICES

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

ARTICLE XXX CHANGE OF LAW

In the event that any legislative, regulatory, judicial, or other action which would materially affect any of the terms of this Agreement becomes effective, then either Party may, upon thirty (30) days written notice, require that such terms be renegotiated, and the Parties expressly agree that they shall renegotiate in good faith such mutually agreeable new terms. In the event that the Parties are unable to agree upon such new terms within a reasonable time period, then either Party may file an action with a court of competent jurisdiction seeking appropriate relief.

ARTICLE XXXI
MISCELLANEOUS

- A. This Agreement was prepared jointly by the Parties and not by one Party to the exclusion of the other Party.
- B. No amendment or modification of this Agreement shall be valid unless in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, have caused this Agreement to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized as of the effective date of this Agreement.

Bellsouth Telecommunications, LLC
d/b/a AT&T Kentucky

By: 

Title: VP - Construction & Engineering

Date: 5/26/2015

Foothills Rural Telephone Cooperative
Corporation, Inc.

By: 

Title: CEO

Date: 6/5/2015

**EXHIBIT A
APPLICATION AND LICENSE**

Foothills Rural Telephone Cooperative Corporation, Inc.

[Date]

Foothills Rural Telephone Cooperative Corporation, Inc.

Or

AT&T Kentucky
Area Manager
222 W Lexington Ave.
Winchester, KY 40391

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

Pole No.

Pole Location

Date of Attachment

LICENSEE

By _____

Title:

Name of Company

License granted _____, 20 ____.

OWNER

By: _____

Title:

Name of Company:

EXHIBIT B

State of Kentucky

County of _____

Preparer's name and address:

Servitude

For and in consideration of _____ dollars (\$_____) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned Owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to _____,

its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an servitude to construct, operate, maintain, add, and/or remove such systems of communications or electric power transmission or distribution, facilities, stand by generators and associated fuel supply systems as a means of providing uninterrupted service during power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book _____, page _____, _____ County Kentucky Records, and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said servitude is more particularly described as follows:

All that tract or parcel of land lying in Section _____, Township _____, Range _____, Meridian _____, County, State of Kentucky, consisting of a (strip)(parcel) of Land

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over and under said servitude for communications or electric power transmission or distribution; ingress to and egress from said servitude at all times; the right, but not the obligation, to clear the servitude and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the servitude which might interfere with or fall upon the line or systems or power transmission or distribution; the right to relocate said facilities, systems, or related services on said lands to conform to any future highway relocation, widening, or improvements; the right to conduct site evaluations and/or other above and below ground tests and surveys deemed necessary by Grantee, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted servitude unto _____ its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that Grantor is the true Owner of the above-described land on which the aforesaid servitude is granted.

SPECIAL STIPULATION OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing servitude:

In witness whereof, the undersigned has/have caused this instrument to be executed on the ____ day of _____, _____.

Signed sealed and delivered in the presence of:

Witness

Print Name of Grantor

By: _____

Witness

Title: _____

State of Kentucky, County of _____

I, _____, do hereby certify that _____ personally came before me this day and executed the forgoing instrument. If the Grantor is a business entity, he (or she) has represented to me that he (or she) is _____ (print title) of _____ (print name of business entity), and that he (or she) is authorized to sign this instrument on behalf of the Grantor.

Witness my hand and seal, this _____ day of _____, _____.

My Commission Expires: _____

Notary Public

Grantor's Address

Grantee's Address:
