

GENERAL AGREEMENT FOR THE JOINT USE OF POLES

BETWEEN

JACKSON ENERGY COOPERATIVE

AND

MOUNTAIN RURAL TELEPHONE

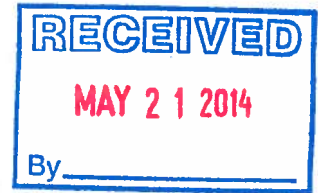


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THIS AGREEMENT, made this _____, 2014 ("Commencement Date") by and between Jackson Energy Cooperative, a Cooperative under the laws of the State of Kentucky, hereinafter called the "Electric Cooperative", party of the first part, and Mountain Rural Telephone hereinafter called the "Telephone Company", party of the second part.

WITNESSETH

WHEREAS, the Electric Cooperative and the Telephone Company desire to continue joint use of poles and in the future to establish further joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, because of changed conditions and experience gained, and to facilitate administration of joint use, the parties desire to enter into a new joint use agreement giving due recognition to such change of conditions, experience and the effective administration of joint use, including recognition of the economics of joint use, and such factors as the comparative numbers of joint use poles owned by the parties; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, 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 meanings:

- A. ATTACHMENTS or APPURTENANCES - means materials or apparatus, excluding ground wires, now or hereafter used by either party in the construction, operation or maintenance of its plant carried on poles. Pedestals on buried telephone cables adjacent to, but not affixed to the base of the pole will not be considered attachments. Pedestals located within six feet from the base of the pole or padmount transformer shall be grounded to the system ground.
- B. CODE - means National Electrical Safety Code, as amended from time to time.

- C. BONDING – is the electrical interconnecting of conductive parts, designed to maintain a common electrical potential. System bonding shall be performed in compliance with the most recent edition of the National Electrical Safety Code and shall not be considered a chargeable attachment.
- D. JOINT USE POLE- is a Pole upon which space is provided under this Agreement for the Attachments of both Parties on the same pole at the same time.
- E. LICENSEE - is the party having the right under this Agreement to make Attachments to a pole owned by the other party.
- F. OWNER - is the party owning the pole to which Attachments are made.
- G. PERMIT – Written acceptance of joint use application authorizing attachment by Licensee to Owner's poles under this Agreement.
- H. REARRANGING - is the moving of Attachments from one position to another on a pole.
- I. STANDARD JOINT USE POLE - means a [REDACTED] class [REDACTED] wood pole.
- J. STANDARD SPACE ALLOCATION - means an allocation of sufficient space on a Joint Use Pole for use of each party, taking into consideration requirements of the current Code, more particularly defined as follows:
1. For Electric Cooperative, the use of [REDACTED]
from the top of a standard joint use pole; and
 2. For Telephone Company, the exclusive use of [REDACTED] at a distance measured upward from the point of Attachment on the pole required at all times to provide 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 Telephone Company's Attachments.
 3. Standard Space Allocation shall in all instances, except as specifically modified elsewhere in this Agreement be as represented on Exhibit C attached hereto and made a part hereof.

4. The foregoing definitions are not intended to preclude the use of joint poles shorter or of less strength than the Standard Joint Use Pole where such pole will meet the requirements of the parties hereto, and due consideration shall be given to the use of such smaller poles whenever possible.

K. TRANSFERRING - is the removing of Attachments from one pole and placing them upon another.

L. COMPLEX TRANSFER means a Transfer where additional strands or cables must be placed, splicing operations are required.

ARTICLE II TERRITORY AND SCOPE OF AGREEMENT

This Agreement shall be in effect and shall cover all poles of each of the parties now existing, hereafter erected or acquired within the common operating areas served by the parties hereto when said poles are brought hereunder, with the exception of poles which, in the Owner's judgment, should be restricted for reasons of safety or reasons related to construction practices and/or clearances.

ARTICLE III PERMISSION FOR JOINT USE

Each party hereby permits joint use by the other party of any of its poles when brought under this Agreement as herein provided subject to the terms and conditions herein stated. The parties hereto agree that all Attachments to poles used jointly by the parties shall continue to exist in the condition as they exist on the date of this Agreement insofar as nothing contained herein shall be construed as requiring either party to remove, Transfer, or Rearrange any Attachments solely by reason of the execution of this Agreement.

ARTICLE IV SPECIFICATIONS

A. **Conformity**. Joint use of poles covered in this Agreement shall at all times be in conformity with terms and provisions of the then current issue of the Code as to minimum requirements, except where the requirements of the Owner or public authorities may be more stringent, in which case the latter will

govern. This provision shall not be interpreted to impose an obligation on either Party to inspect existing Attachments every time the Code is amended.

B. **Third Party Complaints**. Any inquiries or complaints to Licensee by persons other than Licensee or Owner or their employees, contractors, and agents with regard to Licensee's facilities that are attached to Owner's poles and its rights and obligations under this Agreement shall be responded to within a commercially reasonable time. Factual answers should be provided to Owner upon request.

ARTICLE V RIGHT OF WAY AND LINE CLEARING

A. **Right-Of-Way**. Owner does not warrant or assure to Licensee any right-of-way privileges, uses or easements. Owner shall not be liable to Licensee or any other party in the event Licensee is prevented from placing and/or maintaining its Attachments on Owner's poles. The right-of-way obtained shall be of sufficient width to give the right at all times to cut away and keep clear of the line all trees and other obstructions that may endanger the proper maintenance and operation of the line.

B. **Line Clearing**. The Owner shall assume full responsibility for the initial clearing of a swath suitable for its own requirements, and for all recurring cutting at such intervals as are necessary to protect their circuits. Subsequent trimming shall be the responsibility of the party requiring the trimming.

ARTICLE VI PROCEDURE FOR ESTABLISHING JOINT USE

A. **Permit Requirement**. A Permit must be obtained on all Attachments on Owner's poles. Permits are not required for additional Attachments to Joint Use Poles within Licensee's allocated space so long as all pole loading requirements are met, or for service drop wires whether placed as initial or additional Attachments provided that the service drop otherwise meets the requirements of the Code.

B. **Process for Permitting**. To obtain a Permit, Licensee shall make Application using the form attached as Exhibit B-1.

- 1) Licensee's Application shall be accompanied by Licensee's construction plans and drawings (the "Construction Plans"), which will, at a minimum, contain the size and type of messenger (including weight/feet and design tension), the size and type of Attachments (including

weight/feet and design tension), specification drawings depicting type of bolt attachments and bolt patterns, and specification drawings of the installation rating and type of guy and anchor assemblies proposed to be used by Licensee. GPS coordinates of the pole and/or pole tag number or nearest meter number of the attachment should be provided to Licensee.

- 2) After the receipt of the completed Application and Construction Plans, Owner shall notify Licensee, verbally or in writing, whether or not the Application is approved.
- 3) If modifications are required to accommodate Licensee's Attachments, Owner's notification shall include an estimate of the cost to complete the Make Ready Construction Work (the "Make Ready Construction Cost Estimate"), specified in the lower portion of Exhibit B-2. Owner shall also provide to Licensee a schedule for completing the Make Ready Construction Work.
- 4) If Licensee decides not to proceed with the proposed Attachments, Licensee shall notify Owner and pay the Estimate Preparation Fee specified in Exhibit A, but incur no further make ready charges.
- 5) If changes are required and Licensee still desires to proceed with the proposed Attachments, Licensee and Owner shall work together in good faith to resolve any design and engineering issues and Licensee shall revise its plans as necessary. Owner shall provide Licensee with a copy of the Make Ready Engineering Plans, which specify how and where Licensee's Attachments are to be made on Owner's poles.
- 6) Licensee shall pay Owner the amount specified and agreed to in the Make Ready Construction Cost Estimate. Owner shall bill licensee within 60 days of work being completed. Owner shall use reasonable efforts to perform Make Ready Construction Work on an expedited basis when requested by Licensee. Upon completion of the Make Ready Construction Work, Owner shall promptly notify Licensee of its right to make the authorized Attachments by issuing a Permit, the form of which is attached as Exhibit B-3.
- 7) Licensee shall, at its own expense, make Attachments in such manner as not to interfere with the service of Owner or others who are attached to Owner's poles nor shall Licensee make any

changes to the attachments of others unless authorized by the approved Engineering Plans. Licensee shall complete its work within one hundred twenty (120) days of receipt of Permit; such timeframe may be extended by Owner providing that Licensee makes a written request.

- 8) Within sixty (60) days of completion of the Make Ready Construction Work for each Application, Owner shall prepare and submit to Licensee an invoice reflecting Owner's actual cost of the Make Ready Construction Work. Licensee shall pay the invoice within thirty (30) days of receiving the same. Licensee shall not be liable for any Make Ready Construction costs that exceed the Make Ready Construction Cost Estimate by more than five percent (5%).

C. **Unauthorized Attachment.** Any of Licensee's initial Attachments placed after the Commencement Date without a Permit as required by subsection (A) above or proper reporting as required by Article XI herein shall be considered an unauthorized attachment (the "Unauthorized Attachment"). When discovered, Owner will notify Licensee of the Unauthorized Attachment in writing via certified mail to the operational and legal addresses referenced in Article XVII. Upon receipt of said notice, Licensee has thirty (30) days to submit an application for the Unauthorized Attachment or remove the Unauthorized Attachment. If Licensee fails to comply with the terms of this provision, Owner may escalate the matter in accordance with Article XXVIII and Licensee shall pay Owner when invoice is presented, without prejudice to Owner's other rights under this Agreement, the unauthorized fee specified in Exhibit A attached hereto until action has been taken or the issue otherwise resolved.

D. **Non-Compliant Attachment.** If a party's facilities are found to be in violation of the requirements of the Code or are not attached as provided in the engineering plans (the "Non-Compliant Attachment"), the other party (the "Asserting Party") will notify that party of the Non-Compliant Attachment in writing via certified mail to the operational and legal addresses referenced in Article XVII.

- 1) If the party alleged to be in violation does not dispute that it is responsible for correcting the alleged violation, it shall correct the violation at its own expense within sixty (60) days of receipt of the notice, or if more time is needed, within a reasonable extended deadline agreed

to by the parties. If the necessary changes require the Asserting Party to perform any engineering or construction work to achieve compliance, the party alleged to be in violation will pay the other Asserting Party for the cost of such work. The party alleged to be in violation shall notify the Asserting Party in writing that it has completed correction of the violation. If the party alleged to be in violation fails to correct such Non-Compliant Attachment by the applicable deadline, the Asserting Party, if it owns the subject pole, may send the party alleged to be in violation a written notice to remove the Non-Compliant Attachments within thirty (30) days and the party alleged to be in violation shall thereafter remove the subject Attachment. Reasonable extensions of time to comply with this subsection should be granted if such extension would not materially prejudice Owner. If the Asserting Party does not own the pole, it may escalate the matter in accordance with Article XXVIII.

- 2) If the party alleged to be in violation disputes that it is responsible for the alleged violation, it shall send written notice of the dispute to the Asserting Party within sixty (60) days of receipt of the written notice of the violation. If the Asserting Party disagrees with the dispute, it may escalate the matter in accordance with Article XXVIII.

ARTICLE VII ERECTING, REPLACING OR RELOCATING POLES

A. **Pole Replacement - Generally.** Whenever any Jointly Use Pole, or any poles about to be used under the provisions of this Agreement, is insufficient in size or strength to accommodate both the existing Attachments and the proposed immediate additional Attachments thereon, the Owner shall 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 the pole is included as may be necessary by the replacement of such pole and the placing of the Licensee's circuits as proposed. The costs of erecting Joint Use Poles covered by this Agreement either as new pole lines, as extensions of existing pole lines, or to replace existing poles, either existing

Joint Use Poles or poles not previously involved in joint use, [REDACTED]

Exception: Cost of replacing existing pole of same height and class due to deterioration of the pole (bad pole) [REDACTED] If Licensee requires additional height and class, Licensee shall reimburse Owner [REDACTED] In emergency situations or when the Owner cannot respond to pole change-outs that require immediate attention, such as vehicle accidents or other situations that require a new pole replacement immediately, the Licensee can replace said pole and bill the Owner for the cost incurred to replace said pole.

B. **Pole Replacement – Required by Third Party.** Whenever it is necessary to replace or 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 replacement, or change in location, give notice sufficient to allow for planning and scheduling thereof in writing, except in cases 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 Attachment to the new pole or the pole at the new location.

C. **Transfers.** Whenever it is necessary to replace or relocate a pole, any Permit issued for the initial Attachment shall Transfer to the new pole at the time of such replacement or relocation. If the existing Attachments were placed before the Commencement Date of this Agreement and, thus, were not subject to the permitting process outlined in this Agreement, Licensee shall not have to apply for permits before transferring its Attachments to the new poles. The Owner shall notify Licensee of the need to Transfer its Attachments and Licensee shall do so within sixty (60) days of such notice; or for a Complex Transfer, within a reasonable time period agreed to by the parties. Reasonable extensions of time to comply with this subsection should be granted if such extension would not materially prejudice Owner. If Licensee fails to Transfer its Attachments within the applicable deadline, Owner may transfer ownership of the subject pole(s) by sending Licensee written notice of the transfer of ownership. Upon receipt of such notification, such pole shall become the property of the Licensee, and to the extent not prohibited by law,

Licensee shall defend (at the option of the former Owner), indemnify and hold the former Owner of such pole(s) harmless from and against all claims, demands, actions, suits, judgments, obligations, liability, damages, cost, expenses, or charges incurred thereafter, because of or arising out of the presence, location or condition of such pole(s) or any of Licensee's Attachments thereon, unless such claims, liabilities or damages arise from the negligence or intentional acts or omissions of the former Owner. Alternatively, Owner may escalate the matter through the dispute resolution process outlined in Article XXVIII.

ARTICLE VIII MAINTENANCE OF POLES AND ATTACHMENTS

A. **Maintaining Poles.** Each party shall, at its own expense, maintain its own poles in a serviceable condition in accordance with industry standards and practices and shall reinforce or repair its poles as they become actually known to be unserviceable.

B. **Training and Warning.** Licensee warrants that its employees, contractors, or employees of contractors are properly trained in climbing on and working on Owner's poles safely. Licensee shall specifically and adequately warn each and every employee of Licensee and require that its contractors warn their employees of the dangers inherent in making contact with the electrical conductors or electrical equipment before such employees are permitted to perform any work at or near any facilities belonging to the Electric Cooperative.

C. **No Warranty of Condition.** Both parties disclaim any warranty or representation regarding the condition and safety of their poles. Each party expressly assumes responsibility for determining the condition of all poles to be climbed or otherwise worked on by its employees, agents, contractors, or employees of contractors whether for the placement of Attachments, maintaining or rearranging Attachments, or for other reasons. Except for performing transfer work from unserviceable poles to replacement poles, a Licensee shall not permit its employees or contractors to work on poles that are unserviceable until the Owner has corrected the unserviceable condition or has determined that the pole is serviceable.

ARTICLE IX ANCHORS

A. **Generally.** Anchors required by either party shall be placed by the party requiring the anchor at its own expense. Joint use of anchors may be approved by the Owner on a case-by-case basis.

B. **Specifically.** Guy lead and anchors will possess the strength required by the Code and follow the specifications herein:

- 1) Following the Commencement Date of this Agreement, all anchors and guys shall be installed prior to the installation of Licensee's messenger wires or cables. Licensee's guy lead must be of sufficient length and strength to accommodate loads applied by the Attachments. Guy markers meeting Licensee's specifications shall be installed on every newly placed guy attached to Owner's pole after the Commencement Date.
- 2) Each party shall install and maintain its own guy wires. Licensee shall not attach any down guy to Owner's anchors or to other attaching parties' anchors without prior written permission from such Owner or other party as the case may be, such permission shall not be unreasonably withheld.
- 3) All down guys, head guys or messenger dead ends installed by Licensee shall be attached to the pole by the use of "through" bolts which shall not extend any longer than two (2) inches from pole. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling wooden poles with such attachments.

ARTICLE X RECOVERY OF SPACE BY OWNER

If Owner at any time reasonably requires the space occupied by Licensee's attachments on Owner's poles for core business purposes, Licensee shall determine if it can accommodate Owner's request by rearranging its attachments to other available space on such poles within forty-five (45) days after receipt of notification from Owner of Owner's need for such space. If Owner requires the space in order to provide service to one of its customers, the forty-five (45) day period is changed to ten (10) days. Owner shall reimburse Licensee for the cost of rearranging its Attachments. If rearranging attachments is not

feasible, Owner shall, pursuant to Article VII replace such poles with larger poles capable of accommodating attachments of both Owner and Licensee.

ARTICLE XI SECONDARY POLE ATTACHMENTS

A. **Definition.** A Secondary Pole or Service Drop Pole is a pole installed for the express purpose of providing required clearances for a service loop to a customer's location. A Secondary Pole is a pole that typically services only one customer or building as the case may be, does not have transformers or other electrical equipment on it, is located outside the main line, and supports Owner's wires with less than 600 volts.

B. **Reporting.** When in the process of installing service for a single customer, Licensee may attach its drop wire to Owner's Secondary Pole without advanced notice to Owner providing that the Attachment otherwise meets the requirements of the Code. Licensee will report all new Secondary Pole Attachment(s) to Owner no later than twenty-five (25) days after the end of the month in which the Attachment was placed by submitting a "Report of Secondary Pole Attachments", the form of which is illustrated in Exhibit B-5 of the Rules.

C. **Fees.** The annual rental fee, specified in Exhibit A, for Secondary Pole Attachments applies for the year in which an Attachment is made, but no annual rental fee shall be paid for an Attachment removed during the applicable rental year.

E. **Compliance.** Attachments to Secondary Poles that are later found to be not in compliance with the Code, or other provisions of this Agreement are considered Non-Compliant Attachments and subject to Article VI Section D.

F. **Tree Trimming.** Owner will not be responsible for any line clearance or tree trimming required for drop wires connected to Secondary Poles, unless an agreed upon by both parties on a case by case situation.

**ARTICLE XII
BILLS AND PAYMENTS FOR WORK**

Any amounts billed hereunder shall be due thirty (30) days from receipt of the invoice detailing the amounts owed. 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 parties will cooperate to ensure that both are provided the necessary information to certify that said bills are correct. If a billing dispute cannot be resolved through informal discussions, either party may escalate the dispute in accordance with Article XXVIII.

**ARTICLE XIII
ABANDONMENT OF JOINT USE POLES**

A. **Abandonment by Owner.** Owner may abandon pole(s) upon sixty (60) days' notice to Licensee. If, at the expiration of said period, Owner and any Third Parties shall have no Attachments on such pole, but Licensee shall not have removed all of its Attachments there from, then 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, 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, 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. Abandonment of a pole by the Owner is made at Owner's sole discretion. This Article may not be used to circumvent the procedures set forth in this Agreement regarding Transfers.

B. **Abandonment by Licensee.** Licensee may, at any time, abandon the use of a pole by removing there from any and all Attachment it may have thereon. Regardless of when Licensee removes its Attachments,

[REDACTED]

[REDACTED] Following such removal, no attachment shall

again be made to such pole until Licensee shall have made Application and received a new Permit as provided in Article VI of this Agreement.

ARTICLE XIV ADJUSTMENT PAYMENTS

A. **Annual Rental Fee.** Licensee shall pay the Owner of a Joint Use Pole the annual pole rental as specified in Exhibit A attached hereto. On December 1st next ensuing after the date of this Agreement and each year thereafter during the time this Agreement is in effect, 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. For the purpose of computing the total annual rental fee due hereunder, the [REDACTED]

[REDACTED] Adjustment payments not paid within this specified time shall accrue at [REDACTED] per annum.

B. **Inventory.** At intervals of not less than [REDACTED] years and with written notification, an actual physical inventory of Joint Use Poles may be made by representatives of the parties, or by a contractor agreed to by the parties. Each party shall share equally in the cost of making such physical inventory of the Joint Use Poles. If any difference in the number of Joint Use Poles is found between the actual physical inventory and the previous inventory adjusted by any Attachments added or Attachments removed since the last inventory, the differential will be prorated as if the subject Attachments were placed in equal numbers over the years that have elapsed since the prior inventory and shall be billed and paid at the then appropriate rate in effect for those respective years. Each party shall work together to ensure acceptable data is gathered in the field so each party can update their respective company's records.

ARTICLE XV DEFAULTS

If either party shall make default in any of its obligations under this contract and such default shall continue thirty (30) days after notice thereof in writing from the other party via certified mail to the

operational and legal addresses referenced in Article XVII, the rights of the party in default hereunder to attach to additional Joint Use Poles may be suspended by sending written notice of the suspension to the operational and legal addresses referenced in Article XVII. If such default shall continue for a period of forty-five (45) days after receipt of such suspension, the non-defaulting party hereunder may forthwith terminate this Agreement in accordance with Article XVIII as far as concerns the rights of both parties to attach to additional Joint Use Poles. 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 or Transfer existing Attachments on Joint Use Poles. All such Attachments shall continue to be maintained pursuant to the terms of this Agreement, which Agreement shall, so long as the parties use Attachments to provide service to their customers, 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.

ARTICLE XVI INDEMNIFICATION

Each party to this Agreement shall 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 XVII
SERVICE OF NOTICES**

Unless another form of notice is specified, wherever 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 following addresses:

The Electric Cooperative:

**Rick Caudill
Jackson Energy Cooperative
115 Jackson Energy Lane.
McKee, KY 40447
Tel: (606) 364-9217
Fax: (606) 364-1013
rickcaudill@jacksonenergy.com**

The Telephone Company:

**Rick Pelfrey
Mountain Rural Telephone
P.O. Box 399
West Liberty, KY 41472
Tel: (606) 743-9025
Fax: (606)**

Either party may change the address for notice by written notice to the other party.

**ARTICLE XVIII
TERM AND TERMINATION OF AGREEMENT**

A. **Contract Renewal.** This Agreement shall continue in force and effect for a period of [REDACTED] years from and after the Commencement Date. The Agreement shall automatically extend on the same terms and conditions from year to year with the annual rental rate [REDACTED]

[REDACTED]

B. **Notice of Termination.** Either party may terminate this Agreement at any time after the initial [REDACTED] year term by giving no less than [REDACTED] prior written notice to the other party that they desire to cancel the Agreement. Termination of this Agreement means termination of the right of both parties to attach to additional poles. Termination of this Agreement shall not abrogate the right of either party to attach to existing Joint Use Poles or to maintain or Transfer existing Attachments on Joint Use Poles. All such

Attachments shall continue to be maintained pursuant to the terms of this Agreement, which Agreement shall, so long as the parties use Attachments to provide service to their customers, 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.

ARTICLE XIX RIGHTS OF THIRD PARTIES

A. If either party hereto has, prior to the execution of this Agreement, conferred upon others not parties to this Agreement ("Third Parties"), by contract or otherwise, rights or privileges to attach to any of its poles covered by this agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing attachments of such Third Parties, which attachments shall continue in accordance with the present practice; all future attachments of such Third Parties shall be in accordance with the requirements of Section (B) below, except where such Third Parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make attachments which do not meet such space allocations. Owner shall derive all of the revenue accruing from such Third Parties. Any contractual rights or privileges of Third 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 Third 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 Third Parties are made in accordance with the following: (1) such attachments shall be maintained in conformity with the requirements of the Code, and (2) to the extent allowed by law, such attachments shall not be located within the space allocation of Licensee. Owner shall derive all of the revenue accruing from such Third Parties.

C. For the purpose of this agreement, all attachments of any such Third Party shall be treated as attachments belonging to Owner, and the rights, obligations and liabilities hereunder of Owner in respect to such attachments shall be the same as if it were the actual owner thereof.

D. With respect to any rights and privileges granted under this Article to others not parties hereto, 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.

ARTICLE XX ASSIGNMENT OF RIGHTS

A. Neither party hereto shall assign or otherwise transfer this agreement, in whole or in part, without the written consent of the other party; provided that either party shall have the right without such consent to:

- 1) Mortgage any or all of its property, rights, privileges and franchises.
- 2) 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
- 3) To enter into any merger or consolidation or other reorganization: and, in case of the foreclosure of such mortgage, as in case of such lease, transfer, merger or consolidation 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 or physically connected, the rights and privileges of this agreement in the conduct of its said business.

ARTICLE XXI 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 effectively administer the provisions of this Agreement. The parties expressly agree to develop such coordination agreements as are necessary and feasible to assist both parties in effectuating this Agreement.

ARTICLE XXII 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. In addition, neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

ARTICLE XXIII PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property attached to licensed poles. Taxes and the assessments, which are levied on its poles, shall be paid by Owner thereof, but the portion of any tax (except income taxes), fee, or charge levied on Owner's poles solely because of their use by Licensee shall be paid by Licensee.

ARTICLE XXIV INSURANCE

A. 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:

1)

2)

3)

B. Each party shall furnish to the other party, upon request, a certificate evidencing compliance with the foregoing requirements. This certificate 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."

C. The parties may self-insure for the coverage specified in paragraph A.1) through A.3) above.

Licensee shall present valid proof of self-insurance upon Owner's request.

ARTICLE XXV FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance of any part of this agreement resulting from acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a party's obligations under this agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations.

ARTICLE XXVI INFORMATION RECEIVED

A. **No Warranty of Record Information.** From time to time, one party may obtain from the other party records and other information relating to outside plant facilities. Each party acknowledges that such records and information provided may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right-of-way.

B. **Confidentiality of Information.** The parties agree that the records and information described in Paragraph A., above, constitute the proprietary and trade secret information of the Party providing them, and may not be used or disclosed by the other Party for any purpose other than facilitating the terms of this Agreement.

ARTICLE XXVII CONFIDENTIALITY

The parties agree that the terms and conditions of this Agreement are confidential. Neither Party, nor any of their representatives, shall at any time disclose or otherwise make available to any third party any of the terms or conditions of this Agreement without first obtaining the written consent of the other party. If disclosure is required by law or governmental authority, the party called upon to make the disclosure shall, before making such disclosure, provide notice to the other party so that the other party has the opportunity to object to the disclosure in a timely fashion. Any disclosures made pursuant to this Section shall be limited to the extent necessary and shall be made only after attempting to obtain confidentiality assurances.

ARTICLE XXVIII DISPUTE RESOLUTION

- A. Good Faith Participation. 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 the upper management escalation and non-binding mediation processes set forth herein. Good faith participation in these processes shall be a condition precedent to any litigation. All 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 any state's rules of evidence.
- B. Upper Management Escalation and Mediation. To initiate the dispute resolution process, either Party shall give the other Party written notice, via certified mail to the operational and legal addresses referenced in Section XVII, of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management and, thereafter, representatives of both Parties with authority to settle the dispute shall meet at a mutually acceptable time and place within thirty (30) business days after receipt of such notice, and thereafter as often as reasonably deemed necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within sixty (60) business

days of receipt of the disputing Party's notice, or if the Parties fail to meet within thirty (30) business days, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either Party may initiate litigation.

- C. Enforcement. The parties regard the aforesaid obligation to escalate to upper management and mediate 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 XXIX MISCELLANEOUS PROVISIONS

- A. Should any court of law or administrative or governmental entity with jurisdiction declare any provisions of this Agreement to be void or unenforceable, that remaining provisions of the Agreement shall remain in full force and effect.
- B. Nothing contained in this document, or in any amendment or supplement thereto, or inferable here from shall be deemed or constructed to (i) make either party the agent, servant, employee, joint venture, associate, or partner of the other party, or (ii) create any partnership, joint venture or other affiliation or association between the parties. The parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.
- C. Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed.
- D. This Agreement is deemed executed in and shall be construed under the laws of the State of Kentucky.
- E. Within this Agreement, words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof


are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words “herein”, “hereof”, “hereunder” and other similar compounds of the word ““here” shall, unless the context dictates otherwise, refer to this entire agreement and not to any particular paragraph or provision. The term “person” and words importing persons as used in this agreement shall include firms, associations, partnerships (including limited partnerships), limited liability companies, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.


IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized.

ATTEST

JACKSON ENERGY COOPERATIVE


Witness


President and CEO, Signature


Print Name

Dated: 5-19-14

ATTEST

MOUNTAIN RURAL TELEPHONE


Witness

 General Manager
Signature and Title


Print Name

Dated: 5/19/2014

**EXHIBIT A
SCHEDULE OF FEES**

Estimate Preparation Fee: \$

This Fee shall be based on level of effort and shall not to exceed [REDACTED] per pole as specified in Article VI, Paragraph B, Item #4.

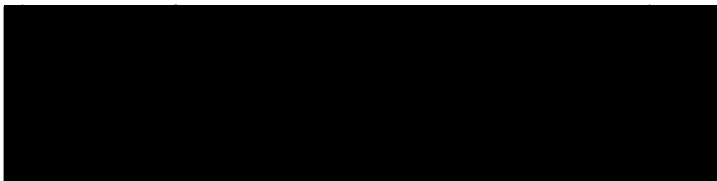
Annual Pole Rental Rates: Primary Poles

	Electric Pays to	Telephone Pays to
<u>Year</u>	<u>Telephone</u>	<u>Electric</u>
2014	[REDACTED]	[REDACTED]

Annual Pole Rental Rates: Secondary Poles

	Electric Pays	Telephone
<u>Year</u>	<u>to Telephone</u>	<u>Pays to Electric</u>
2014	[REDACTED]	[REDACTED]

The rental rate thereafter shall be increased each year by



Unauthorized Attachment Monthly Fee



Per Pole

EXHIBIT B-1

PERMIT APPLICATION

TO: POLE OWNER
[INSERT APPROPRIATE NAME AND ADDRESS]

DATE:

LICENSEE'S TRACKING NUMBER: _____

Licensee requests a Permit for attachments under the terms and conditions of our License Agreement dated _____.

The poles, including proposed construction by Owner, if necessary, for which permission is requested are listed by pole number on the attached and further identified on the attached map, which also bears the above date and Tracking Number.

(For identification of attachments to be installed, please include on your list Owner's pole number, size and type of strand, size and type of cable, and the number of existing cables and strands)

This Company understands the need to obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for Licensee's proposed service and to obtain all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles and will do so prior to providing any service that involves your poles.

Signed: _____

Company: _____

Name: _____

Title: _____

Tel: _____

Email: _____

EXHIBIT B-2

**RESPONSE TO PERMIT APPLICATION
AND MAKE READY CONSTRUCTION COST ESTIMATE**

TO:

DATE:

LICENSEE'S TRACKING NUMBER: _____

This is to advise you that the above request for Permitting Attachments to certain poles of this system has been approved for the poles shown on the attached, subject to the terms of the Agreement.

The Make Ready Construction Cost is estimated to be \$ _____. Please remit this amount so that Make Ready Engineering Plans can be prepared. A schedule for completion of the Make Ready Construction Work is attached.

Name: _____

Signed: _____
Pole Owner

Name: _____

Signed: _____
Licensee

EXHIBIT B-3

PERMIT FOR JOINT USE

TO:

DATE:

JOB NUMBER: _____

The poles designated below are hereby Permitted for Joint Use:

[illegible]

Name: _____

Signed: _____
Pole Owner

Title: _____

EXHIBIT B-5

**REPORT OF SECONDARY POLE ATTACHMENTS
(SERVICE DROPS)**

TO:

DATE:

LICENSEE: _____

Licensee has placed Attachments on the following Secondary Poles (Service Drops) and **CERTIFIES** that all requirements of the Agreement have been met: (If no Attachments were placed during the month, indicate by entering "None" under the Address of Customer Served.)

Address & Meter No. of Customer Served	Pole Tag No. of Owner's Pole to which Attachment is Being Made OR Pole Tag No. of the Primary Pole from which Line Extends	Date Attachment Made

SUBMITTED BY: _____

Signature

APPROVED BY: _____

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit B-6

Jackson Energy Cooperative

Joint Use Pole Change Request

Subject to the Joint Pole Use Agreement Dated _____ Between the Parties.

To: ☐ Telephone Company ☐ Electric Company ☐ Cable Company Date: _____

Address: _____

Permit / Serial No. _____

Location: _____

Authority: _____

☐ Application and License to Use Poles

☐ Notice of Replacement of Poles

☐ Notice of Moving Poles

☐ Notice of Abandonment of Poles by Owner

☐ Notice of Transferring of Poles

This: Notice ☐ License ☐

Effective: _____

Owner: ☐ Electric Co. ☐ Telephone Co. Licensee: ☐ Electric Co. ☐ Telephone Co.
☐ Cable Co.

Circuit Data and Effect on Joint Use Pole Count

Character of Tel. Circuits _____

Character of Electric Circuits _____

Work necessary to Provide Clearance, Stability, and Protection Consists of _____

	Joint Use Poles Owned By Electric Company	Joint Use Poles Owned By Telephone Company
Added By This Request		
Removed By This Request		
Total This Request		

Exchange: _____

District: _____

WO / RO No. : _____

This Work ☐ may be
☐ has been
☐ has not been

jointly checked in the field

☐ by:
☐ with:

_____ for Telephone Co. and

_____ for Electric Co. and

_____ for other attachment parties

☐ Permit not Required ☐ Permit Secured ☐ Easement not required

Easements Secured and Recorded – Deed Book No. _____ Page No. _____

Request made by: _____

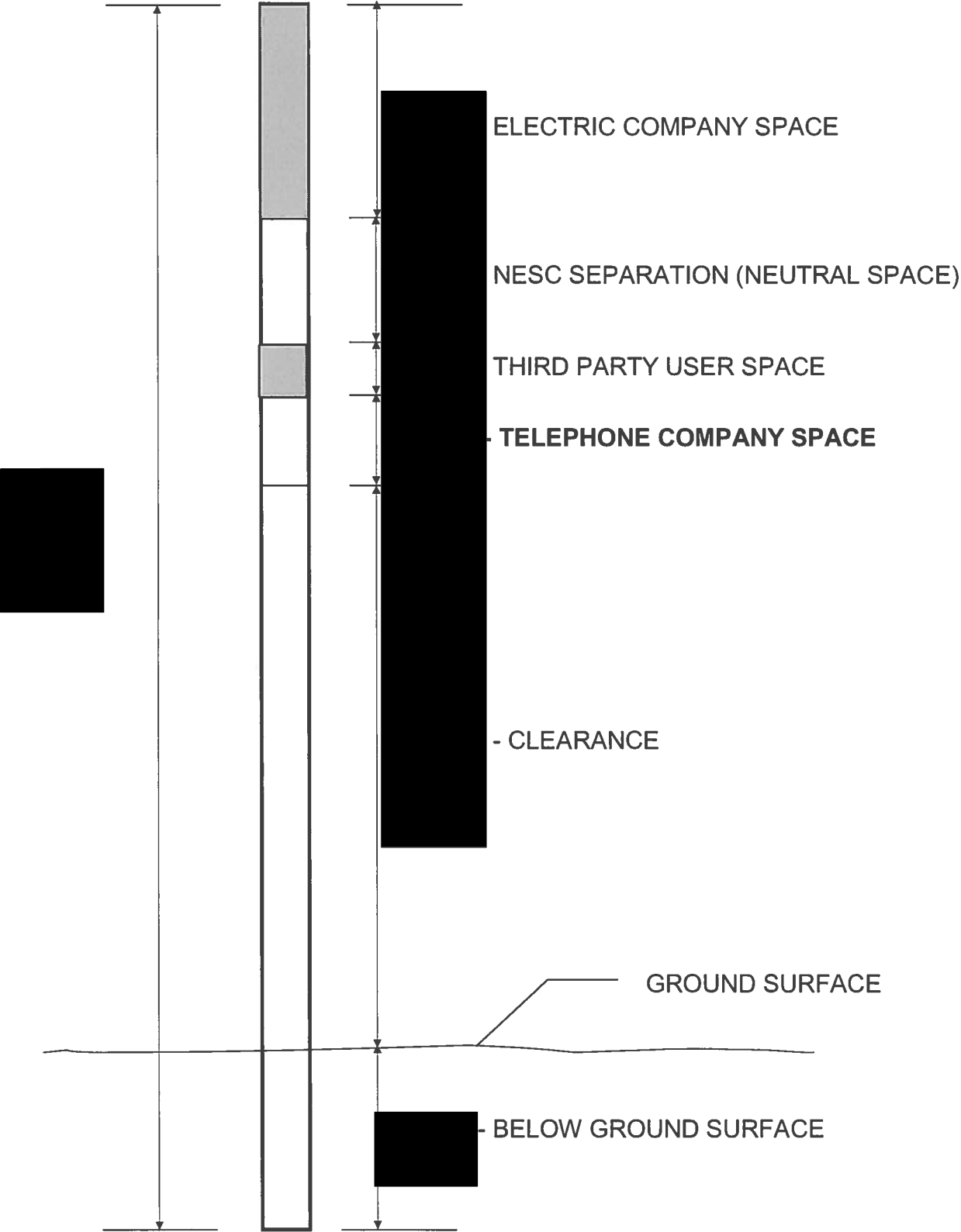
We Request this Work to be completed by _____

Work Completed _____ Signed _____

LOCATION – Attach facility map along with description (use reverse side if necessary)

EXHIBIT C

SPACE ALLOCATION ON [REDACTED] CLASS [REDACTED] STANDARD JOINT USE POLE



U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

KENTUCKY 506-AB

REA PROJECT KENTUCKY 61 CARTER

THE WITHIN GENERAL AGREEMENT FOR JOINT USE OF WOOD

Land to
POLES dated October 1953 between Mountain Rural
Telephone Cooperative Corporation and Grayson Rural
Electric Cooperative Corporation.

SUBMITTED BY THE BORROWER PURSUANT TO THE TERMS OF THE
LOAN CONTRACT FOR THE ABOVE-DESIGNATED PROJECT, IS HEREBY
APPROVED SOLELY FOR THE PURPOSES OF SUCH LOAN CONTRACT.

Fred H. Strong
FOR THE ADMINISTRATOR

DATED

4/1/54

No funds involved

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION
WASHINGTON 25, D.C.

4-1-54

Mr. Woodrow W. Barber, Manager
Mountain Rural Telephone Cooperative
West Liberty, Kentucky

Mr. Hobart C. Adams, Manager
Grayson Rural Electric Cooperative Corporation
Grayson, Kentucky

Gentlemen:

Subject: Joint Use Agreement Between

KENTUCKY 506-AB

and

KENTUCKY 61 CARTER

We return to you herewith one copy of the above joint use agreement which has been approved. While this agreement sets forth the basis for practicing joint use of facilities by both parties thereto, the procedures prescribed in Articles IV and V should be followed in arranging for the joint use of specific poles.

The execution of this agreement permits the inauguration of a joint use program which will, in addition to affording suitable protection of the security for the government loans, make a substantial contribution to achieving the objective of bringing area coverage electric and telephone service at the lowest possible cost to persons in your common service areas.

Engineering and construction of facilities utilizing the facilities of one party to this agreement by the other requires full coordination of the activities of both parties. Engineering determinations acceptable to both parties must be made as to the lines on which joint use will be practiced and as to pole change-outs, pole additions, and rearrangement of facilities needed to accommodate joint use. Such alterations of existing facilities as are necessary should be scheduled promptly so that joint use construction may proceed without costly delay. The cooperation of both parties will assure an orderly program permitting maximum realization of the benefits of joint use consistent with sound engineering standards. When the facilities of both parties are in service, continued

2-

close cooperation in solving mutual problems will be essential to assure adequate and reliable service both to electric consumers and telephone subscribers.

As problems arise in carrying on joint use under this agreement, the service of REA field personnel will be made available if required.

Sincerely yours,

18/ F. N. Strong

Administrator

Enclosure

7e
REA FORM 263
5-53
FORMERLY
DS-210
8-47

GENERAL AGREEMENT
FOR
JOINT USE OF WOOD POLES

BETWEEN

GRAYSON RURAL ELECTRIC

COOPERATIVE CORPORATION

AND

MOUNTAIN RURAL TELEPHONE

COOPERATIVE CORPORATION

Date October 20, 1953

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

PREAMBLE

..... GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION, a corporation organized under the laws of the State of KENTUCKY, (hereinafter called the "Cooperative"), and Mountain Rural Telephone Cooperative Corporation, 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.

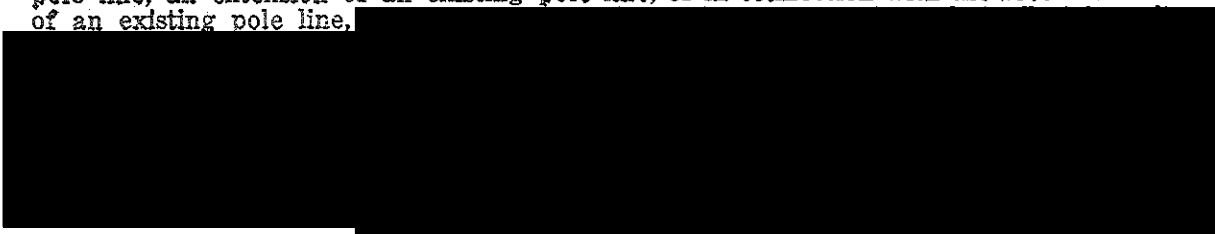
(c) Each party shall place, transfer and rearrange its own attachments, place guys to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall at all times execute such work promptly and in such manner as not to interfere with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

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

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

(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 60 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 the [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 1 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.

[REDACTED] 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] years from the date of this Agreement and at intervals of not less than [REDACTED] 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 30 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, Kentucky
....., or to the Telephone Company at its office at West Liberty, Kentucky
..... as the case may be, or to such other address as either party may from time to time designate in writing for that purpose.

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 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 20 day of October, 1953

Mt. Rural Telephone Coop. Corp., Inc.

(Seal)

By Wm. A. Henge

Attest:

M. Murphy

Grayson Rural Electric Coop. Corp.

(Seal)

By Wm. S. Benthley

Attest:

J. E. Delaney

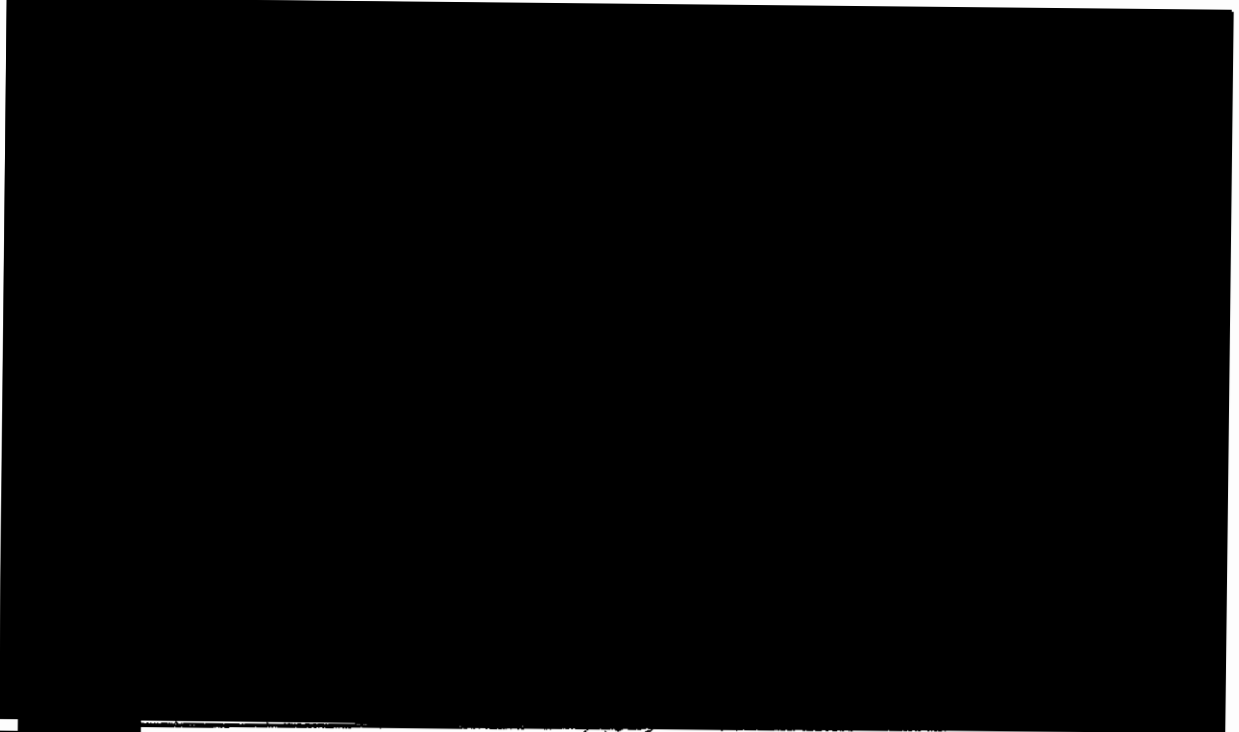
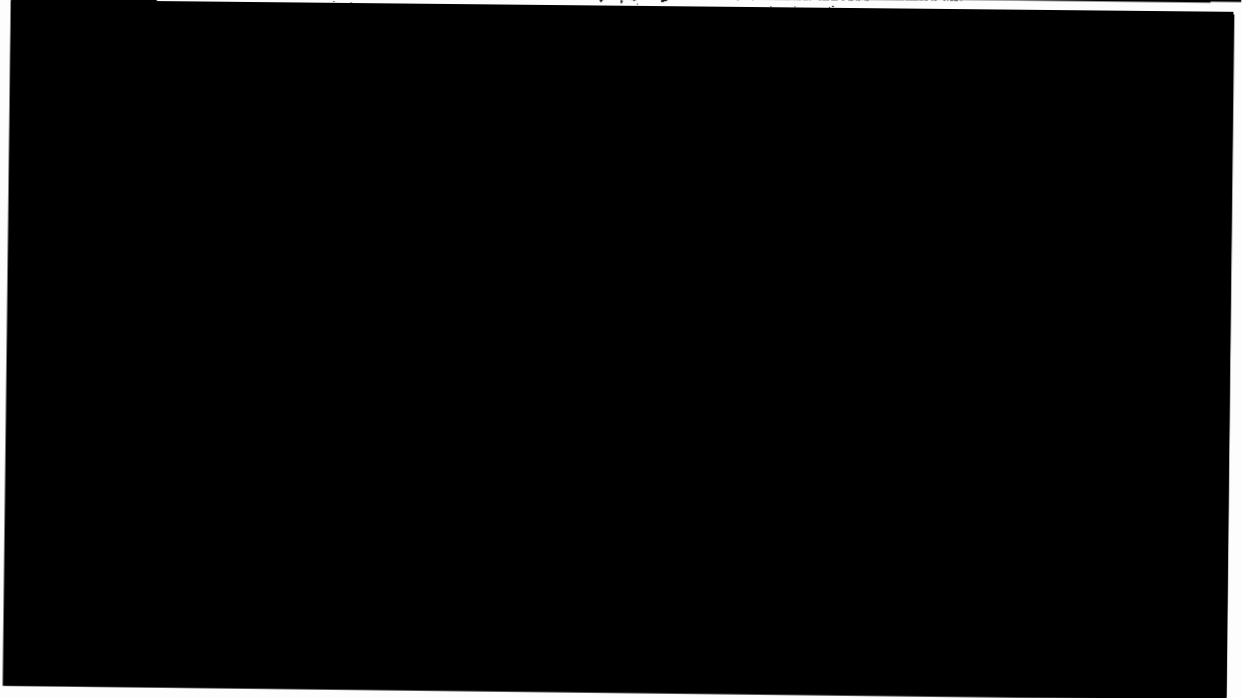
APPENDIX A

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

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Inc.

Corp.

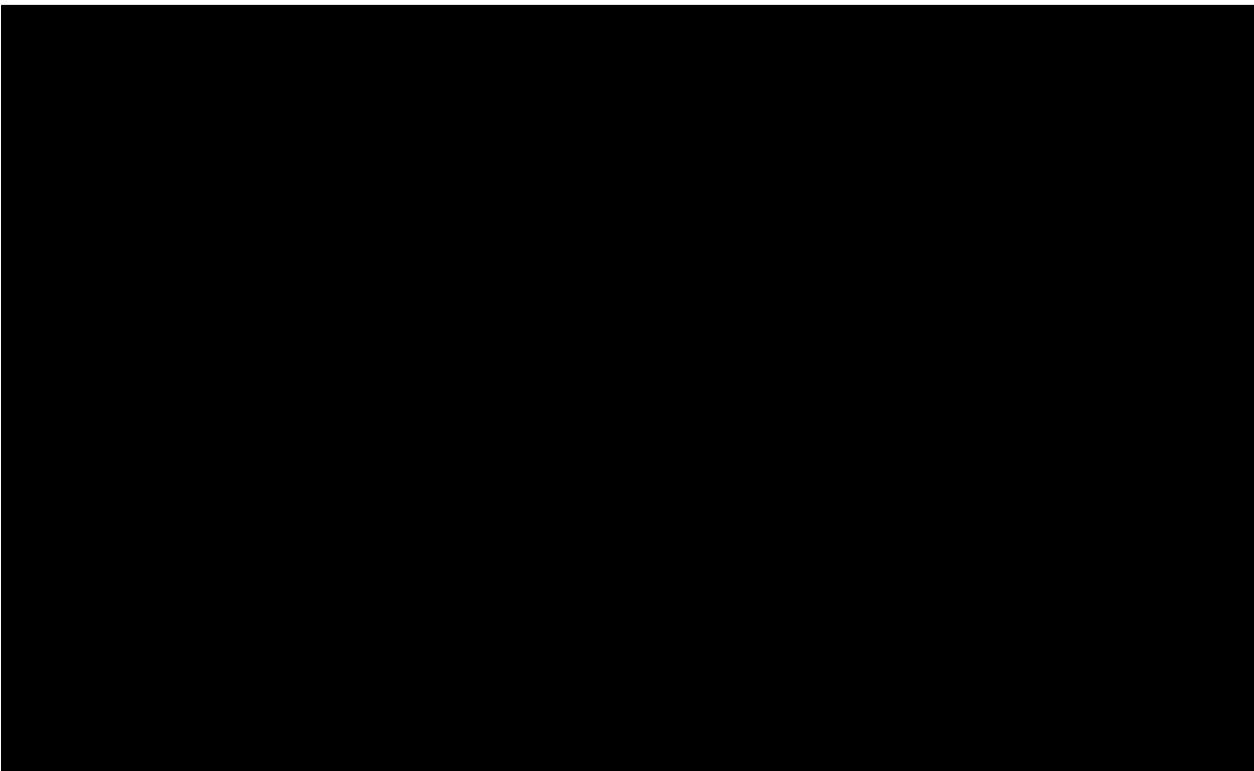
2. It is intended that additional factors will be added to cover future long term changes in costs.

D. Salvage Value of Poles.

1. A figure of [REDACTED]

[REDACTED] The following table sets forth mutually agreed upon salvage values.

Table 4



2. For poles installed longer than [REDACTED]

Note: This is based on assumption that owner should bear an increasing portion of cost of removal as poles age.

E. Cost of Removal.

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

Table 5



Note:
Annual variations
in costs of removal
neglected.

F. Anchors.

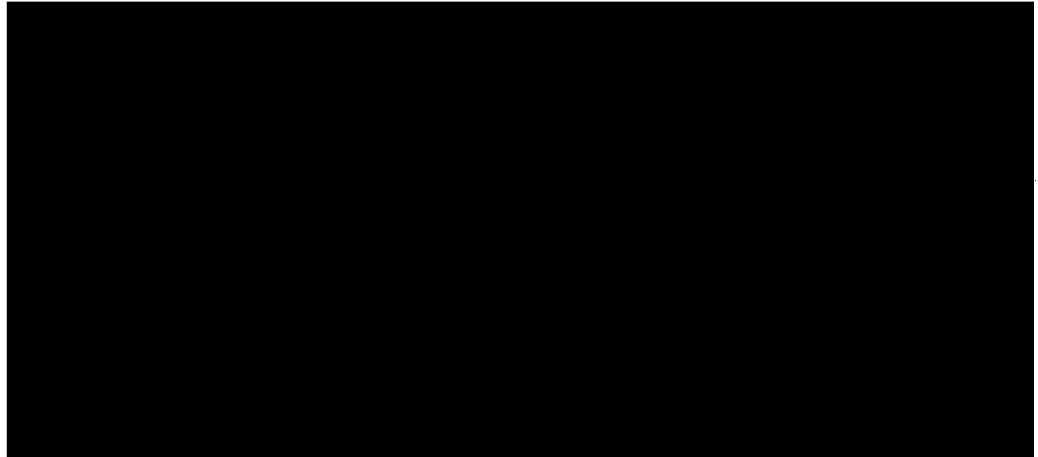
1. The cost in place of all anchors regardless of size, type or number of thimbles shall be deemed to be [REDACTED] use in applying the provisions of this Agreement.

APPENDIX B

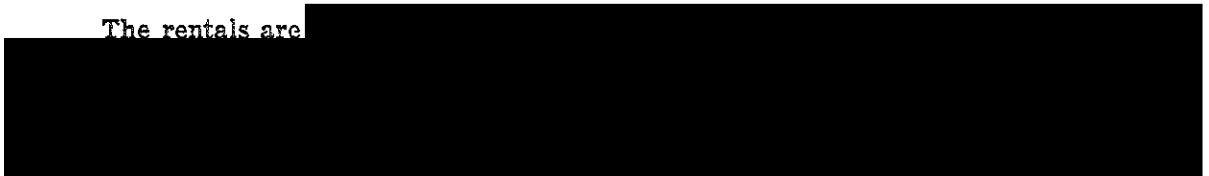
This Appendix describes the basic principles and guides which have been used under this Agreement in setting the rents specified in Article XI and which are to be used in making periodical adjustments of rentals as provided for in Article XII.

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.

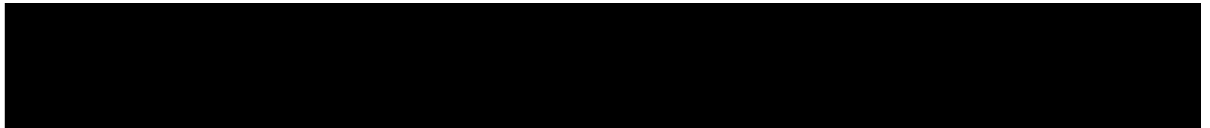
The procedures outlined herein take into account the following objectives:



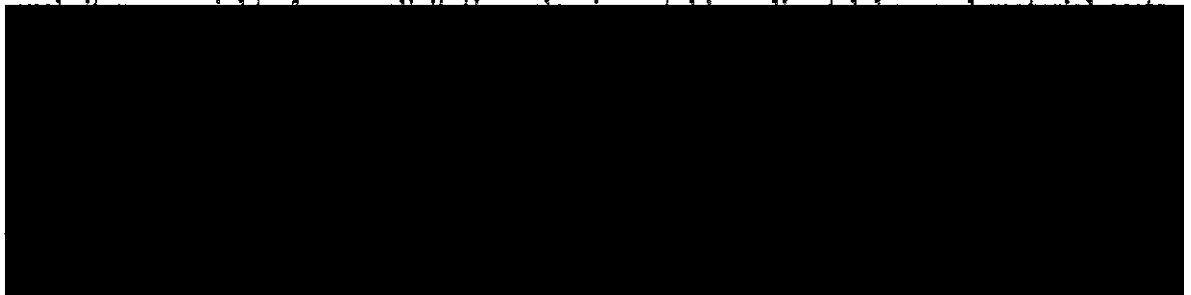
The rentals are



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

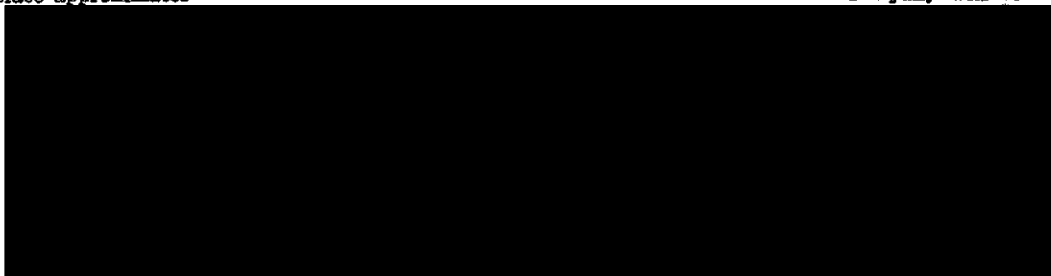


RENTAL PAYMENTS

Where the mutually
agreed upon average
cost per mile of ■■■
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
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.

Amendment to
REA Form 263

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 20, 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 [redacted] 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 [redacted] programs for extending telephone and electric service in the above territory shall be furnished by each party to the other at least [redacted] 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 [redacted] 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 20th day of October, 1953.

Mt. Rural Telephone Coop. Corp., Inc.

(Seal)

By W. A. Heger

ATTEST:

[Signature]
Grayson Rural Electric Coop. Corp.

(Seal)

By W. S. Bentley

ATTEST:

[Signature]

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 October 20, 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] 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 20th day of October 19 53.

(Seal)

ATTEST:

[Signature]

(Seal)

ATTEST:

[Signature]

Mt. Rural Telephone Coop. Corp., Inc.

By [Signature]

Grayson Rural Electric Coop. Corp.

By [Signature]

EXPLANATORY NOTE

To accompany
REA Form 263

May 18, 1953

NOTE: Attached to this REA Form 263 joint-use agreement are two alternative forms of amendment relating to area coverage, REA Forms 263b and 263c, one of which should be selected for inclusion in REA Form 263 agreements submitted to REA for approval. The other should be detached. Also attached is REA Form 263e, relating to construction practices, which should be executed in all cases except where REA Form 263f is used as described in paragraph IIC of the REA pamphlet entitled "Considerations and Practices in Connection with Joint Use of Facilities by Electric and Telephone Systems". This pamphlet and REA Bulletin 5-1, 305-1, both dated May 18, 1953, describe all of these forms and their use.

REA Form 263b, amending Articles I. and XIII, is to be used where the REA Form 263 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.

REA Form 263c, amending Articles IV and V, 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 on REA Form 263d, and any revision thereof, is to be submitted to REA for approval.

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

CONFIDENTIAL

Mountain Rural Telephone
Case No. 2022-00107
Response to PSC No. 2-4

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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 MOUNTAIN 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 [REDACTED] feet, measured from top of pole.
- b. For the Telephone Company, [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 Mountain Rural Telephone Cooperative Corporation.

2.15 TELEPHONE COMPANY - Includes Mountain 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.

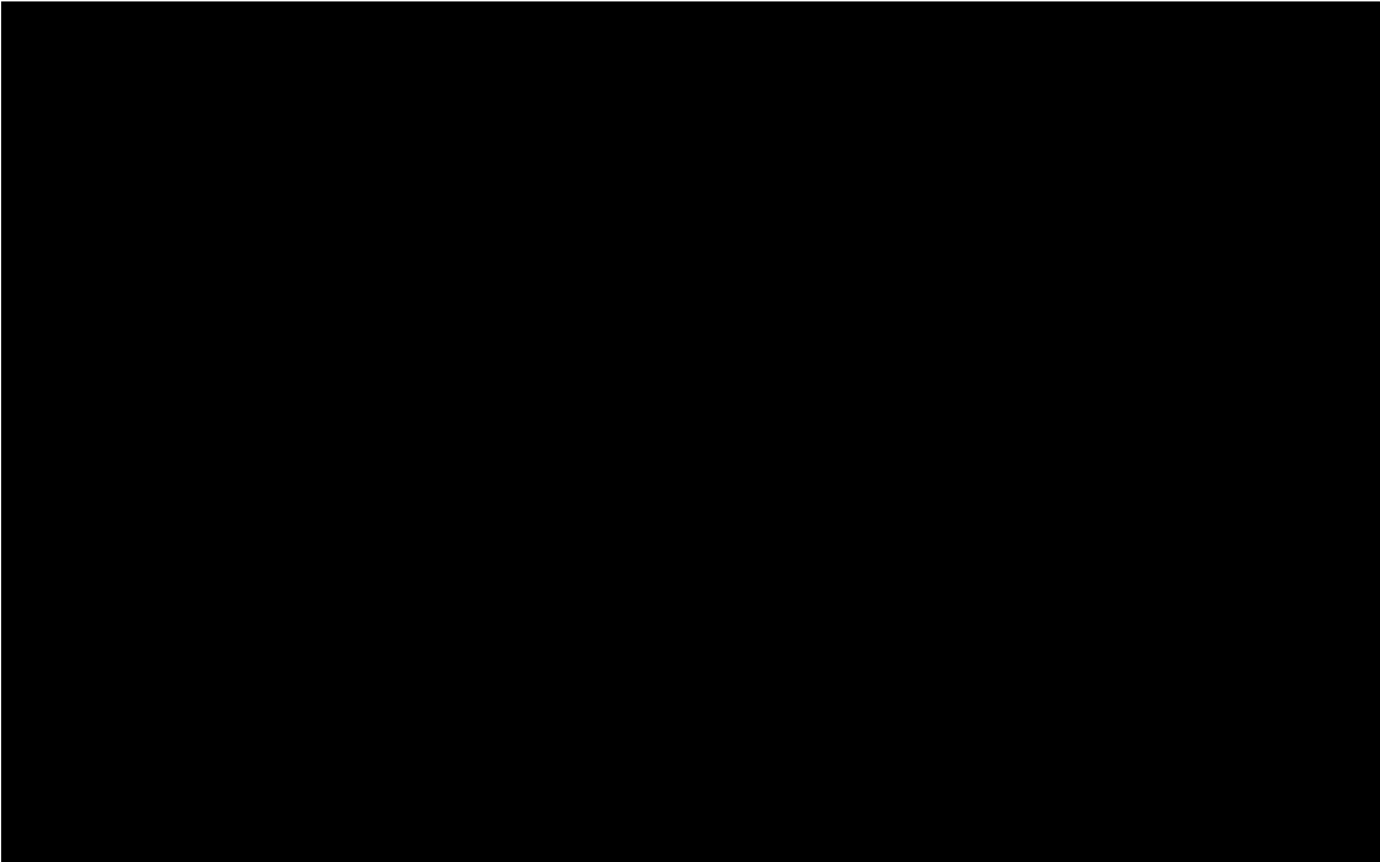
4.04 Both parties agree that in emergency situations or in situations involving the placing of a service drop on an existing pole to complete a service order, that the requirements for notification in accordance with Section 4.01 of this article may not be practical. In such situations the Licensee shall 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,





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. Licensee shall pay to Owner 

- (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. Licensee shall pay Owner [REDACTED]

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), Licensee shall pay to Owner [REDACTED]

e. The cost in excess height or strength provided for the attachments of third parties, except as provided in the paragraph immediately preceding, [REDACTED]

f. Any such new pole shall be the property of Owner regardless of any payments by Licensee toward the cost of such new pole and Licensee shall acquire no right, title or interest in and to such pole.

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, then Owner [REDACTED]

8.03 Where Licensee Must Replace Owner's Pole Under Emergency Conditions, 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 [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 [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 at its expense. 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.

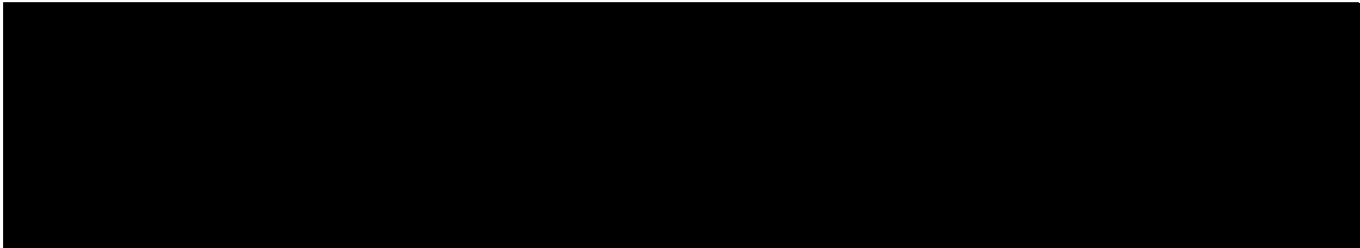
The parties shall then cooperate in determining, (1) the conditions under which joint use may be continued on a mutually satisfactory basis, or (2) if in the judgment of both parties continued joint use is not feasible, the most practical and economical method of providing for separate lines.

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 circuits in the new location shall be borne by each party under the provisions of this paragraph. In the event one party owns all the poles, the Licensee shall relocate its facilities at no expense to the Owner. 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] In the event neither party is the Owner of all the poles involved, the cost of reestablishing equivalent facilities in a new location [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. The cost of relocation shall be divided according to ownership with the party who retains the centerline paying a portion of the relocating party's cost [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 

[REDACTED]

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 [REDACTED]

[REDACTED]

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, [REDACTED]

[REDACTED] Any space occupied or reserved by Licensee during any portion of any such [REDACTED] shall be deemed to have been so occupied or reserved during the [REDACTED]. 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 [REDACTED] 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:

[REDACTED]

The rental rate the Telephone Company will pay for use of Electric Company poles it occupies shall be determined as follows:

[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 [REDACTED] rental shall be rendered each [REDACTED] on or about [REDACTED] and shall contain the total rental due for the current [REDACTED] based on a formal recapitulation of the poles actually occupied or reserved during such [REDACTED] and the rental rate determined from the preceding [REDACTED] 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, [REDACTED]

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 [REDACTED]

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



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.



b.

[REDACTED]

c.

[REDACTED]

d.

[REDACTED]

- [REDACTED]
- 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] 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] 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. O. Bergennis
Assistant Secretary

KENTUCKY POWER COMPANY

By

[Signature]
Vice President

MOUNTAIN RURAL TELEPHONE

COOPERATIVE CORPORATION

Attest:

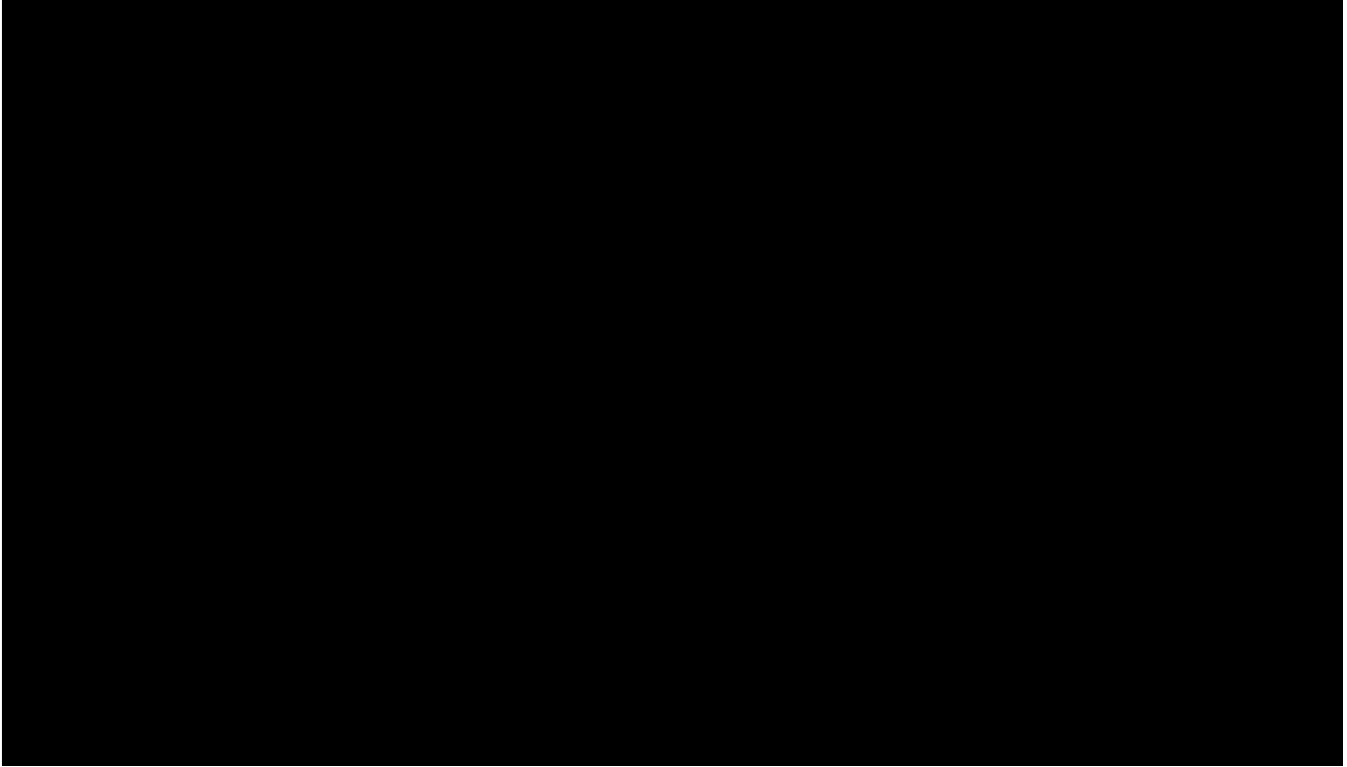
Kerth McVeer

By

Daniel H McLaughlin
Asst Mgr

EXHIBIT A

ANNUAL RENTAL



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

- A. Inasmuch as both parties recognize the median age of the joint pole population is older in rural areas than in urban areas and the common operating areas of the parties are largely rural in nature, a betterment adjustment shall be included in the calculation of the Total Cost as specified in Paragraph 2.07 in cases where a pole or poles over [REDACTED] years old are being replaced solely for Licensee's benefit.

[REDACTED]

<u>Number of Years Installed</u>	<u>Percentage Reduction</u>
[REDACTED]	

The number of years installed shall be based upon the difference between the year the new pole was installed and the year the old pole was installed.

B. [REDACTED]

- C. For any unauthorized occupancy found during the first field check made after January 1, 1990, [REDACTED] 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 [Signature]

Date 4/12/90

MOUNTAIN RURAL TELEPHONE COOPERATIVE CORPORATION

By [Signature]

Date 4-6-90

CONFIDENTIAL

~~Joe~~
Jeff
Mountain Rural File



Date April 12, 1990
Subject Mountain Rural Telephone Cooperative Corp.

From S. E. Early *SEE*
To T. F. Weaver - Ashland
P. F. Farmer - Pikeville

Enclosed please find four copies for your use of the recently executed pole joint use agreement. This agreement is effective January 1, 1990. The agreement is similar to the South Central Bell agreement except for the following:

- Equalization of Ownership not required which means no pole sales just to equalize ownership.
- Rental rate different.
- A betterment adjustment is given for poles over [REDACTED] years old being replaced solely for Licensee.
- When abandoned poles are sold to Licensee, [REDACTED]
- Unauthorized attachments found during the first field check under this agreement will be billed differently than those found in future field checks.

This agreement is the same as those signed by three other telephone companies. We plan to hold a joint meeting with operating personnel from each company to go over the provisions of the agreement, establish contact personnel and answer any questions. I will be contacting you in the near future to arrange for this meeting.

By way of this memo, I am forwarding an original copy of these agreements for General Office Accounting Department files.

SEE:r

Enclosure

c: E. L. Berginnis (original copy)	W. O. Vaughan - Pikeville - w/o
Original copy GOT&D file	L. J. Horne - Pikeville "
C. C. Crouse (copy of agreement only)	D. E. McGinnis - Ashland "
	J. B. Beavers - Ashland "

CONFIDENTIAL