

U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION
KENTUCKY 306

REA PROJECT KENTUCKY 56 MORGAN

THE WITHIN GENERAL AGREEMENT FOR JOINT USE OF WOOD

POLES dated September 4, 1952 between Licking Valley
Rural Electric Cooperative Corporation and Mountain
Rural Telephone 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

12/12/53

No funds involved

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

DEC 17 1953

Licking Valley Rural Electric Cooperative
Corporation
West Liberty, Kentucky

Mountain Rural Telephone Cooperative Corp.
West Liberty, Kentucky

Gentlemen:

Subject: Joint Use Agreement Between

~~KENTUCKY 56 MORGAN~~

and

~~KENTUCKY 506~~

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,

Fred H. Strong

Administrator

Enclosure

cc: Licking Valley Rural Electric
Cooperative Corporation

GENERAL AGREEMENT
FOR
JOINT USE OF WOOD POLES

BETWEEN

LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION

WEST LIBERTY, KENTUCKY

AND

MOUNTAIN RURAL TELEPHONE COOPERATIVE CORPORATION

WEST LIBERTY, KENTUCKY

Date

9/4/1952

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GENERAL AGREEMENT FOR
JOINT USE OF WOOD POLES

PREAMBLE

Licking Valley 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 [REDACTED]

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), [REDACTED]

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 [REDACTED]

[REDACTED] The replaced pole shall be removed and retained by its owner.

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

(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 [REDACTED]

(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, [REDACTED]

(h) [REDACTED]

ARTICLE IX

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give 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]

[REDACTED] b. 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 West Liberty, 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 4th day of September, 1952

R. K. Nickell

(Seal)

By _____

Attest:

[Signature]

W. G. Hager

(Seal)

By _____

Attest:

[Signature]
Signatures unreadable

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.

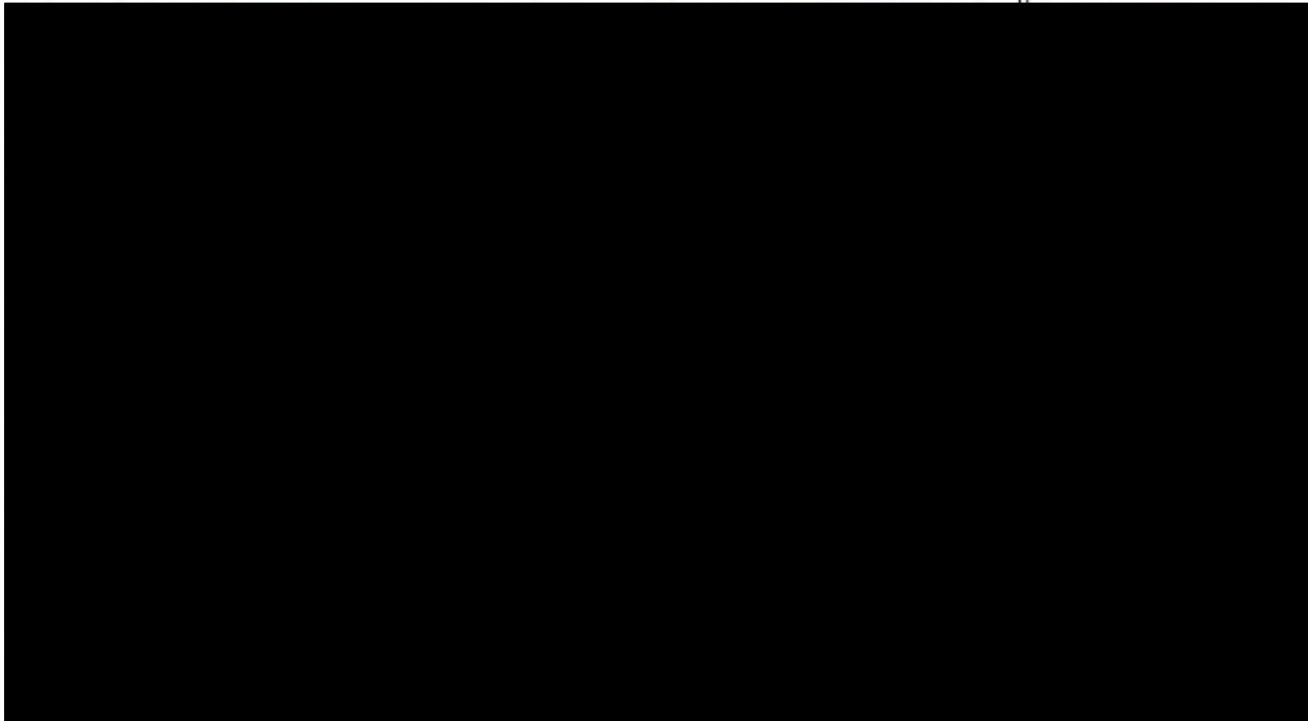


2. It is intended that additional factors will be added to cover future long term changes in costs.

D. Salvage Value of Poles.

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

Table 4



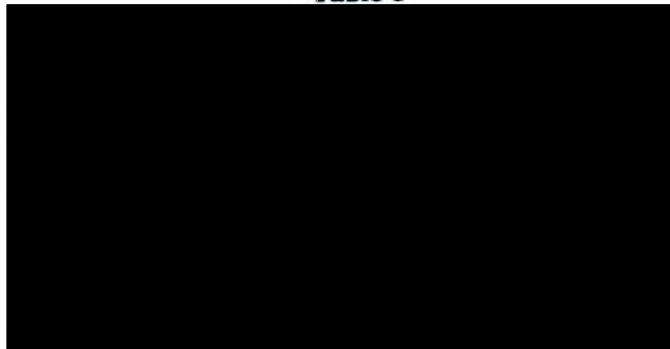
2. For poles in [REDACTED]

Note: This is based on assumption that [REDACTED]

E. Cost of Removal.

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

Table 5



Note:
Annual variations
in costs of removal
neglected.

F. Anchors.

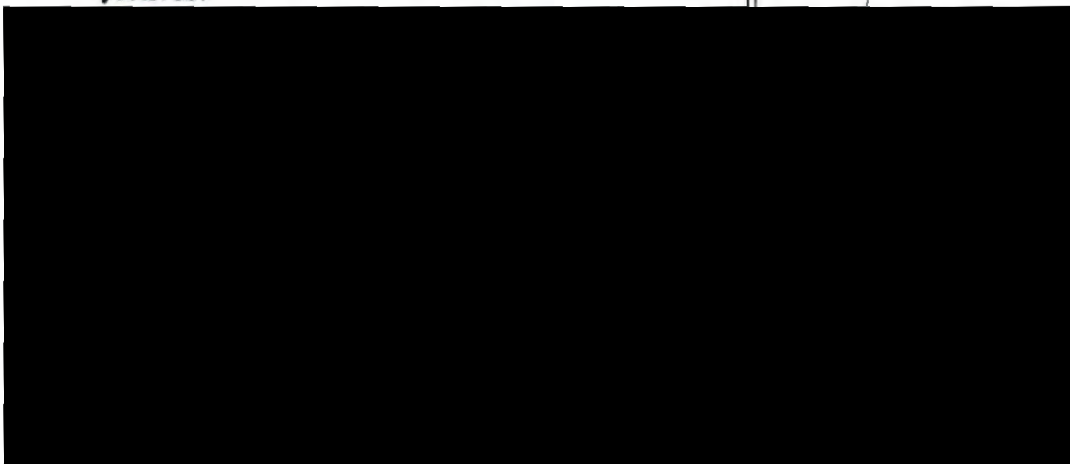
1. The cost in place of all anchors regardless of size, type or number of thimbles shall be deemed to be [REDACTED] for use in applying the provisions of this Agreement.

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:



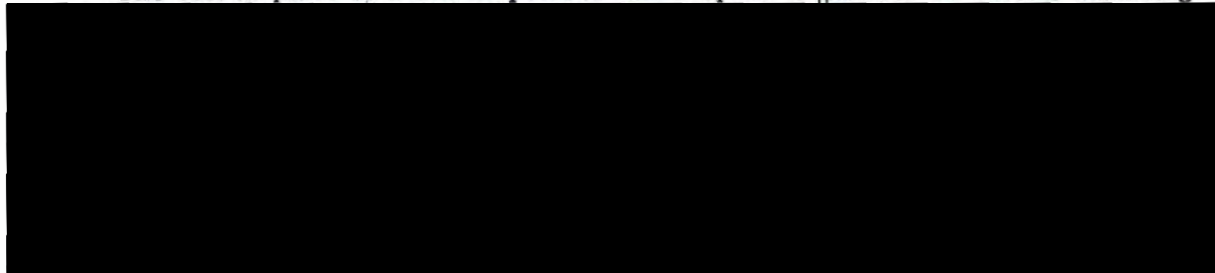
The rentals are



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 [redacted]
foot class [redacted] poles in
place approximates

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

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



* Rentals associated with this amount are minimum and applicable for all lower costs.
** If average costs are substantially higher than this value, appropriate rentals should be determined by agreement.

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

September 4, 1952:

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 five 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 4th day of September 1952.

R. W. Nickell
By _____

(Seal)

ATTEST:

[Signature] [Signature]
By _____

(Seal)

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 September 4, 1952:

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 4th day of September 19 52.

(Seal)

ATTEST:

[Signature]

(Seal)

ATTEST:

[Signature]

R. H. Nickell

By _____

W. A. Hays

By _____

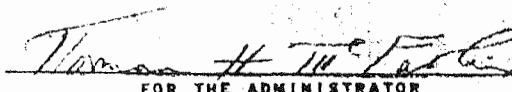
U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

Kentucky 49 Clark
REA PROJECT Kentucky 506 Mountain Rural

THE WITHIN GENERAL AGREEMENT FOR JOINT USE OF WOOD

POLES between C lark R ural Electric Cooperative
and Mountain Rural Telephone Cooperative Corpora-
tion, Inc., dated Oct. 13, 1958

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.


FOR THE ADMINISTRATOR

ASST. ADMIN.

DATED

DEC 23 1958

GENERAL AGREEMENT JOINT USE OF WOOD POLES

PREAMBLE

Clark Rural Electric Cooperative, a corporation organized under the laws of the State of Kentucky (hereinafter called the "Cooperative"), and Mountain Rural Telephone Cooperative, 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.

(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.

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 parties and just strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by the parties in their respective normal spaces. Such pole for the purpose of this Agreement shall be a [REDACTED] foot class [REDACTED] wood pole as classified by the pole classification tables of the American Standards Association.

3. SPACE is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for 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 [REDACTED] feet, measured from top of pole.

b. For the Telephone Company a space of [REDACTED] 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. N12 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.

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

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electrical Safety Code, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles.

ARTICLE IV ESTABLISHING JOINT USE OF EXISTING POLES

(a) Before the Telephone Company shall make use of the poles of the Cooperative under this Agreement, it shall request permission therefor in writing on the form attached hereto and identified as Appendix C, and shall comply with the procedure set forth in said Appendix C.

(b) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space or additional space on such pole, it shall make written application therefor, specifying the location of the poles in question, the amount of space desired on each pole, and the number and character of the circuits to be placed thereon. If, in the judgment of the owner, the poles are necessary for its own sole use, or joint use under the circumstances is undesirable, the owner, shall have the right to reject the application. In any event, within a reasonable period after the receipt of such application the owner shall notify the applicant in writing whether the application is approved or rejected. Upon receipt of notice from the owner that the application has been approved, and after the completion of any


transferring or rearranging which is required to permit the attaching of the applicant's circuits on such poles, including any necessary pole replacements, the applicant shall have the right as licensee hereunder to use such space in accordance with the terms of the application and of this Agreement.

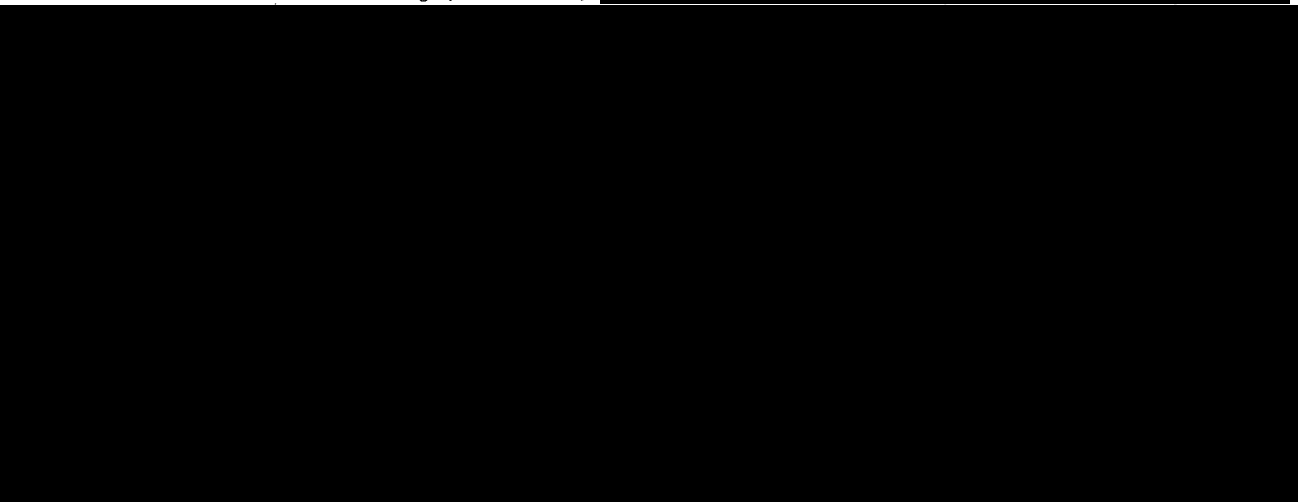
(c) Whenever any jointly used pole or any pole about to be so used under the provisions of this Agreement is insufficient in height or strength for the existing attachments and for the proposed additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require.

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

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

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 poles 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 owner 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 heretowhich 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 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, [REDACTED] 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 [REDACTED]

- [REDACTED]
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), [REDACTED]
- [REDACTED]

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 [REDACTED]

[REDACTED] The replaced pole shall be removed and retained by its owner.

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

(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 [REDACTED]
- [REDACTED]

(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, [REDACTED]

(h) [REDACTED]

ARTICLE IX

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give 90 days notice to the other party of such

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

within 30 days from receipt of such notice to agree in writing to such change in character of circuits, then both parties shall cooperate in accordance with the following plan:

1. The parties hereto shall determine the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall promptly carry out the necessary work.
2. The net cost of re-establishing such circuits in the new location as are necessary to furnish the same business facilities that existed in the joint use section at the time such change was decided upon, [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 net salvage value of the pole. [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, [REDACTED]

(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]

[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 [REDACTED] 90 days after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.

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

[REDACTED] 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 if the 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 lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVI WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVII PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the owner thereof, but any tax, fee, or charge levied on owner's poles solely because of their use by the licensee shall be paid by the licensee.

ARTICLE XVIII BILLS AND PAYMENT FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party 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 Winchester
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 13th day of October 19 58.

[SEAL]

ATTEST:

Walter Barker

Mountain Rural Telephone Cooperative Corp.

By Ralph L. Gullett

[SEAL]

ATTEST

[Signature]

Clark Rural Electric Cooperative Corp.

By J. L. Steiner

Appendix A-1

When either party hereto is requested to install new poles, replace poles, or transfer facilities solely for the benefit of the requesting party these costs will be determined by the usual accounting and work order procedure.

[REDACTED]

In lieu of the establishment of specified salvage prices it is agreed [REDACTED]

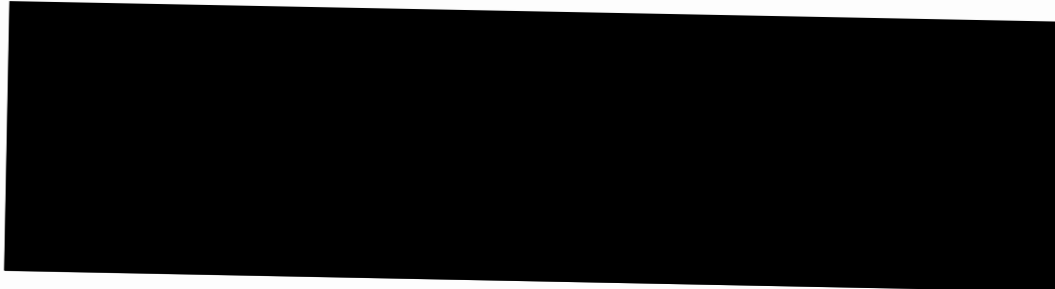
[REDACTED]

To simplify agreement on whether a pole provides clearance or support, the following interpretation is suggested. Where individual services of either party (secondaries for the REA borrower and service wires for the telephone company) are involved, single pole crossover attachments shall be treated as clearance attachments under the provisions of Article VIII without regard to any support which may be supplied by the crossing pole. The term "service wires" for the telephone company means a service to a single subscriber which may consist of either insulated or open wire conductors.

Appendix B-1

MAINTENANCE OF RIGHT-OF-WAY

"It is mutually agreed that the cost of maintaining right-of-way for either manual or chemical right-of-way clearing will be divided as follows:



The method of performing right-of-way clearing will be determined as the need for such arises.

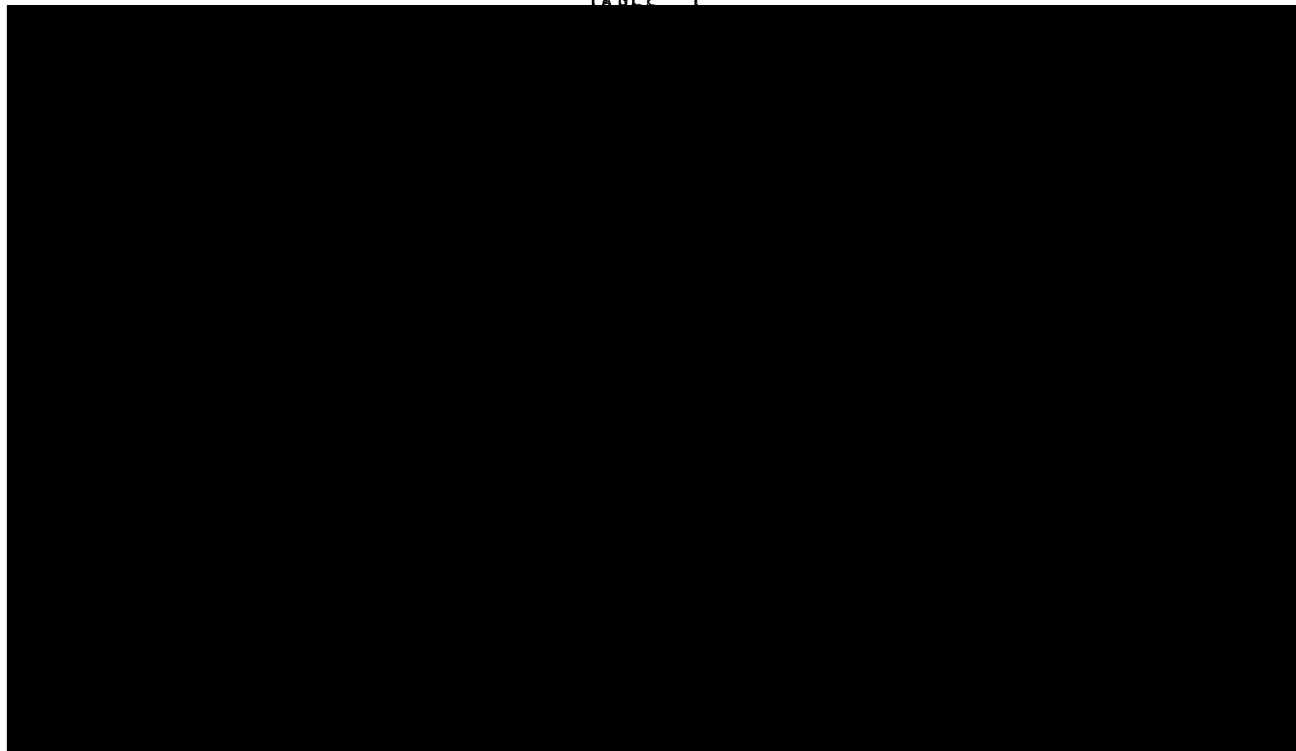
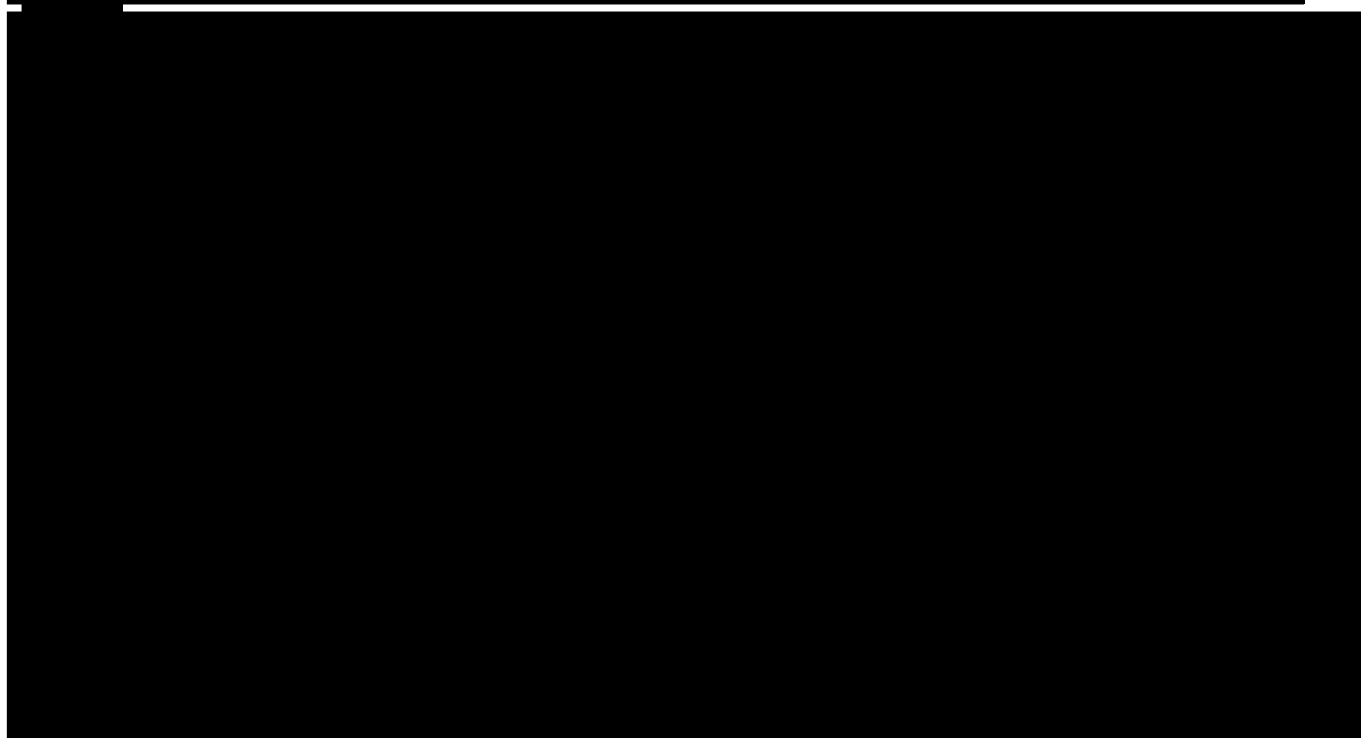
APPENDIX A

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 accomodate 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 I

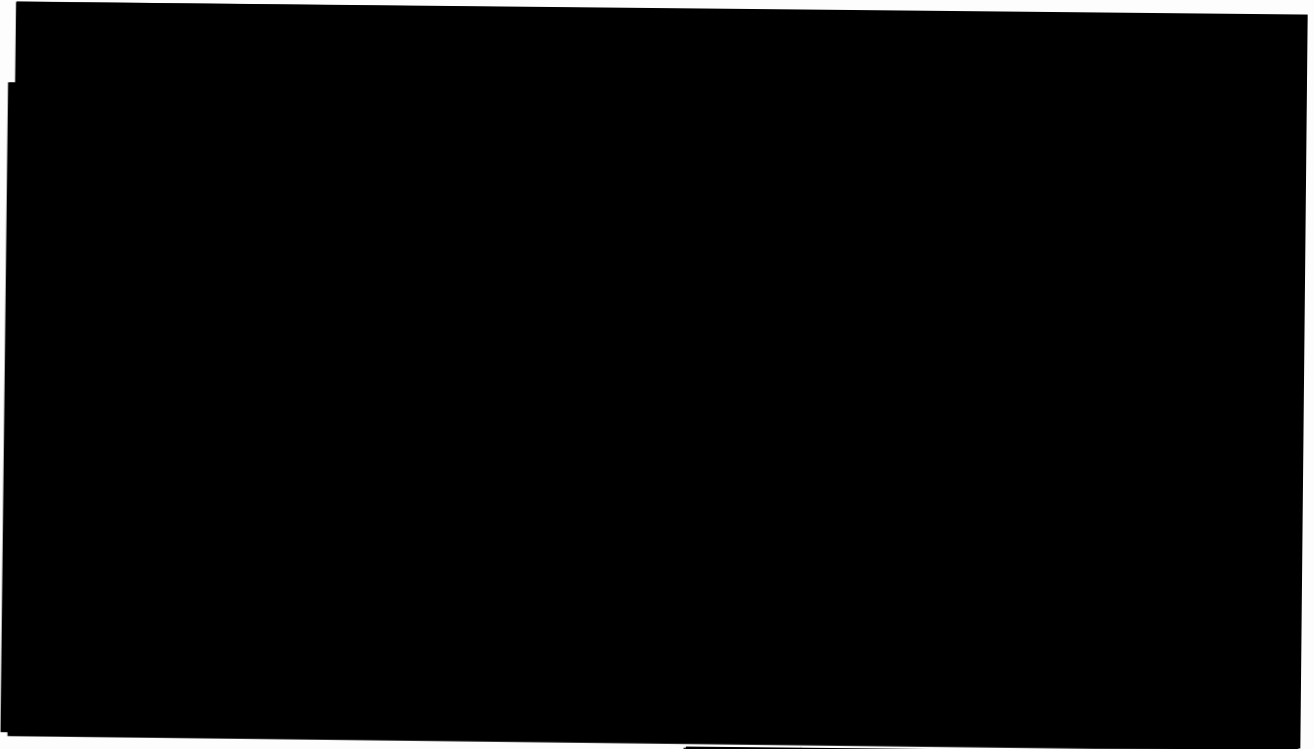
A large rectangular area of the document is completely blacked out, obscuring the content of Table I.A large rectangular area of the document is completely blacked out, obscuring the content of the table below the first redacted section.

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

D. Salvage Value of Poles.

1. [REDACTED] Average values for all kinds of timber shall be used. The following table sets forth mutually agreed upon salvage values.

TABLE 4

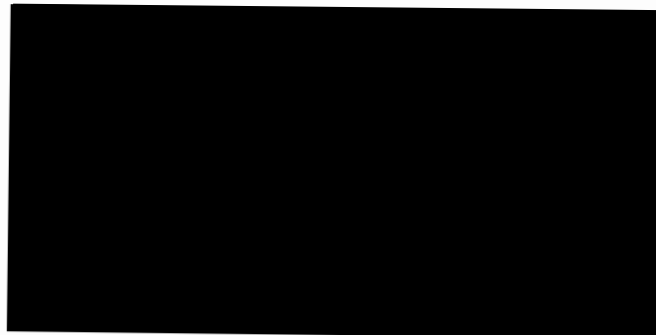


2. For poles installed longer [REDACTED]

E. Cost of Removal.

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

TABLE 5



F. Anchors

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

^{**}Based on assumption that owner should bear an increasing portion of cost of removal as poles age.
^{**}Annual variations in costs of removal neglected.

APPEXDIX 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:

[REDACTED]

The rentals are

[REDACTED]

The annual rent payable can also be stated as follows:

[REDACTED]

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

[REDACTED]

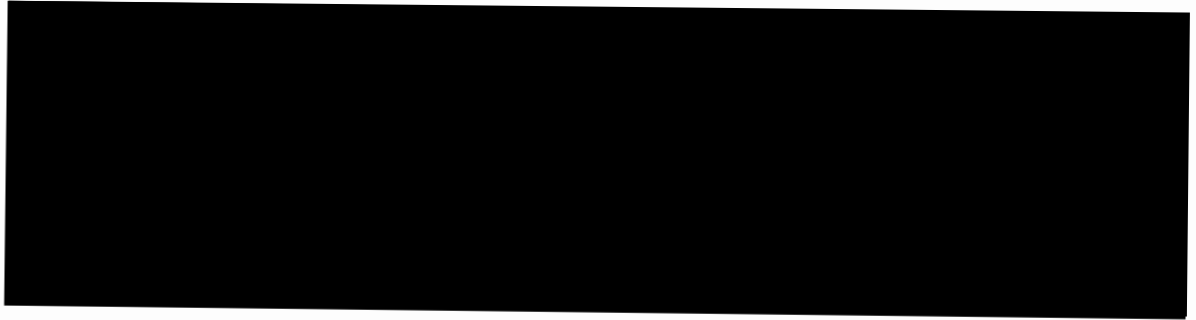
16 poles/mile
1.542 / 35 6

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.

APPENDIX C

NAME OF TELEPHONE COMPANY	LOCATION
REQUEST NUMBER	DATE
To NAME OF COOPERATIVE	LOCATION

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

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

If permission to use these poles is given by you, this Company intends to canvass fully the territory generally within the project limits and if construction of the project by use of your poles for our attachments is begun, will furnish telephone service to all establishments therein desiring service, subject to its tariff rates and regulations.

Our present plan is to start the work involved in this project about _____ MONTH - YEAR
and complete the work about _____ MONTH - YEAR

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

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

TITLE OF EMPLOYEE MAKING THIS REQUEST	NAME OF EMPLOYEE
To NAME OF TELEPHONE COMPANY	LOCATION

This is to advise you that your _____, to use jointly certain
REQUEST NUMBER
poles of this Cooperative to furnish telephone service to rural users, as stated therein, is agreeable to this Cooperative. You may proceed with such joint use of poles on the terms and conditions of the General Agreement for Joint Use of Wood Poles now in effect between us, and under the conditions outlined in your request.

NAME OF COOPERATIVE	DATE
TITLE OF COOPERATIVE REPRESENTATIVE	NAME OF COOPERATIVE REPRESENTATIVE