

GENERAL AGREEMENT JOINT USE OF WOOD POLES

PREAMBLE

..... Big Sandy Rural Electric Coop. Corp., a corporation
organized under the laws of the State of Kentucky
(hereinafter called the "Cooperative"), and Thacker-Grigsby Telephone Co. Inc.
....., a corporation organized under the laws of the State
..... 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 con-
tained, 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 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.

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 fifty (50) percent of the ultimate fiber stress of the supporting pole. In the case of existing pole lines, the strength of the pole shall be assumed to be the same as when new.

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

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Before 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 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 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]

- [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]

[REDACTED]

(h) [REDACTED]

[REDACTED]

ARTICLE IX

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

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

within30 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]

[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 days prior to the date on which it intends to abandon such pole. If at the expiration of said period the owner shall have no attachments on such pole but the licensee shall not have removed all of the attachments therefrom, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the owner

[REDACTED]

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 aboutJanuary 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] 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] 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] 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 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 Paintsville, Kentucky.....
....., or to the Telephone Company at its office at Hindman, 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 24th day of June 1961.

[SEAL]

ATTEST:

Russell G. Galt, Sec.

...Big Sandy Rural Electric Co.-Op. Corp./

By Mart Mullins

[SEAL]

ATTEST:

James Dugan

..Thacker-Grigsby Telephone Co., Inc.

By Robert C. Thacker Pres.

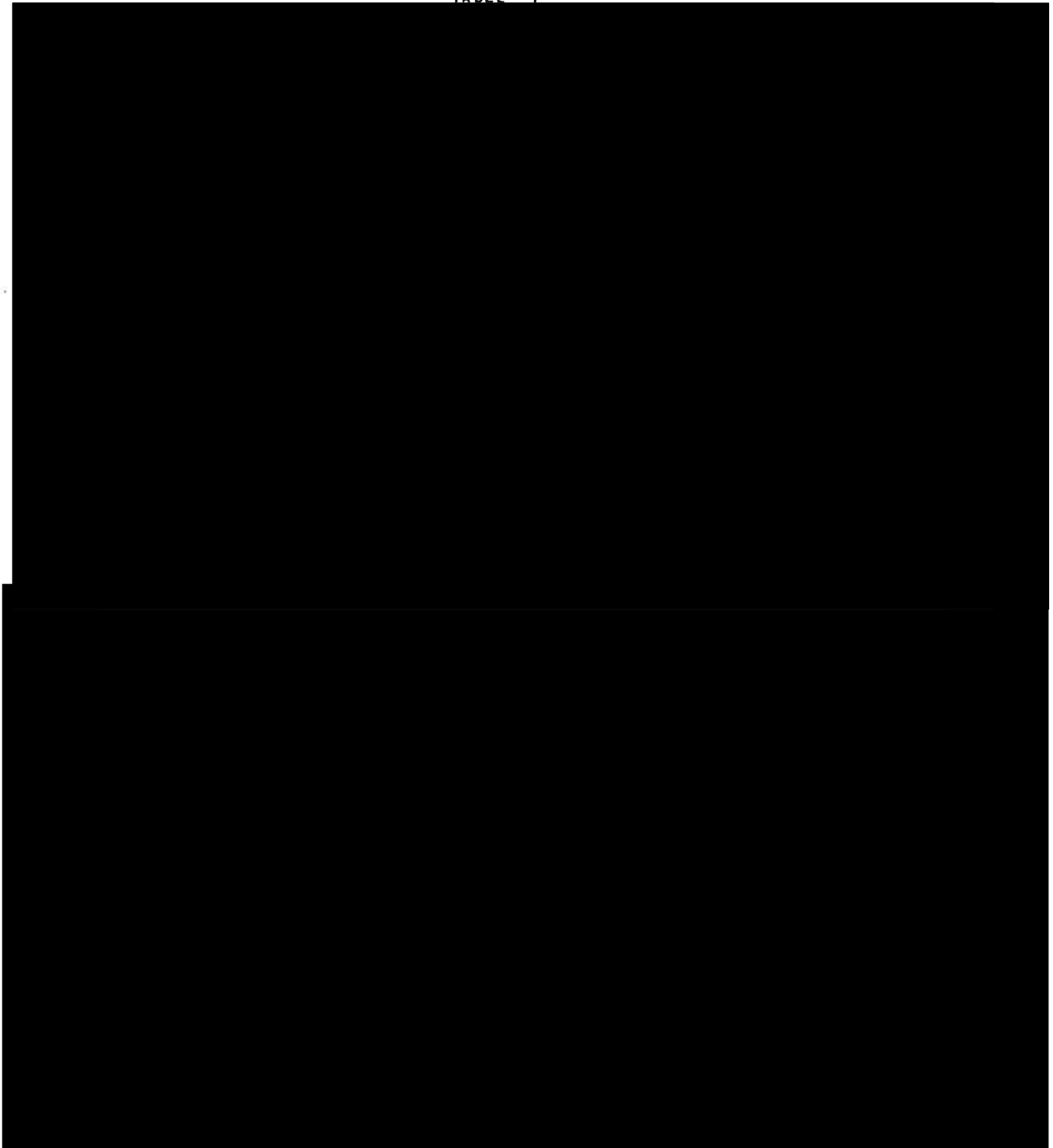
APPENDIX A

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



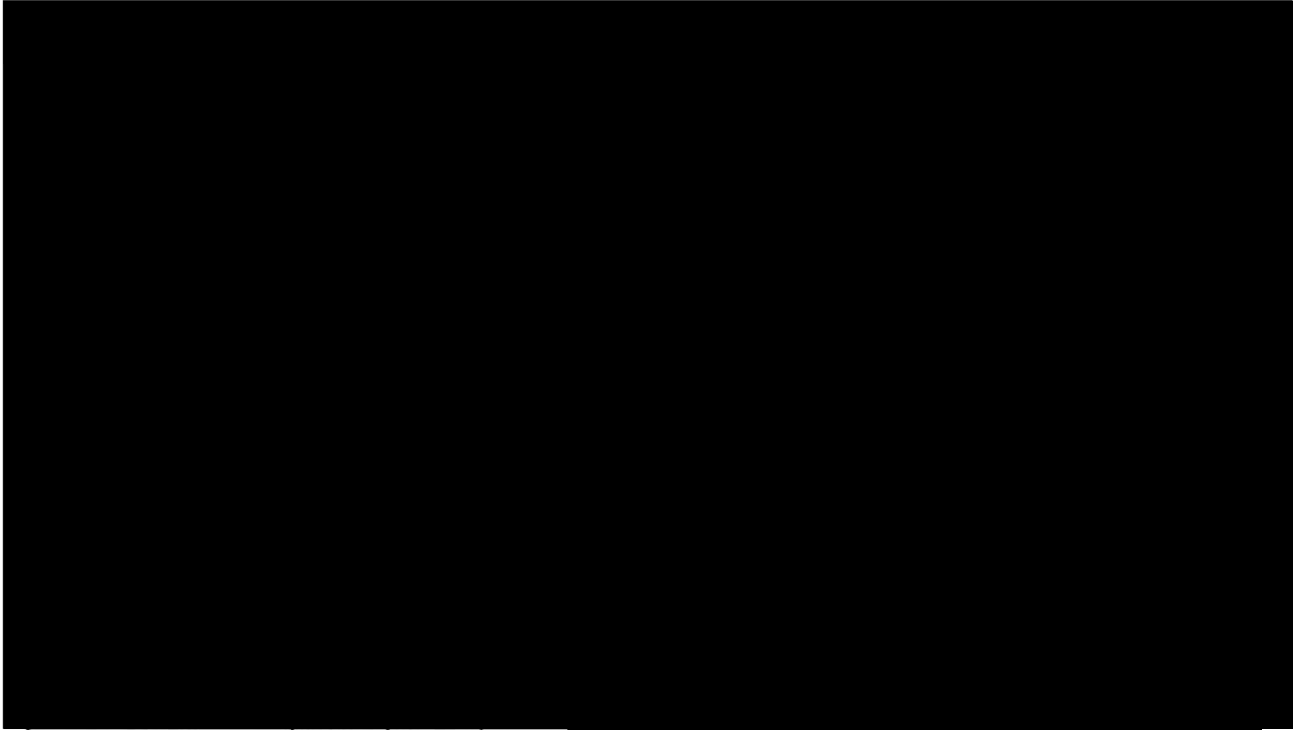
2. It is intended that additional factors will be added to cover future long term changes in costs.

D. Salvage Value of Poles.

1. A figure of [REDACTED]

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

TABLE 4

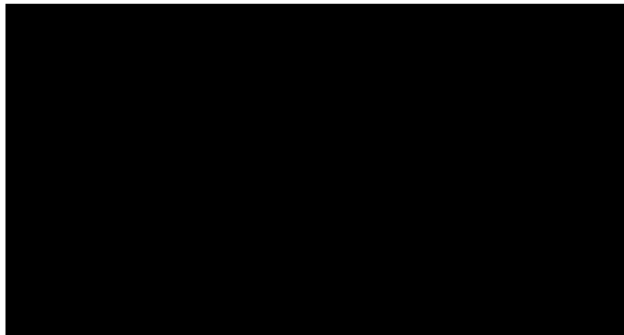


2. For poles installed longer than [REDACTED]

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.

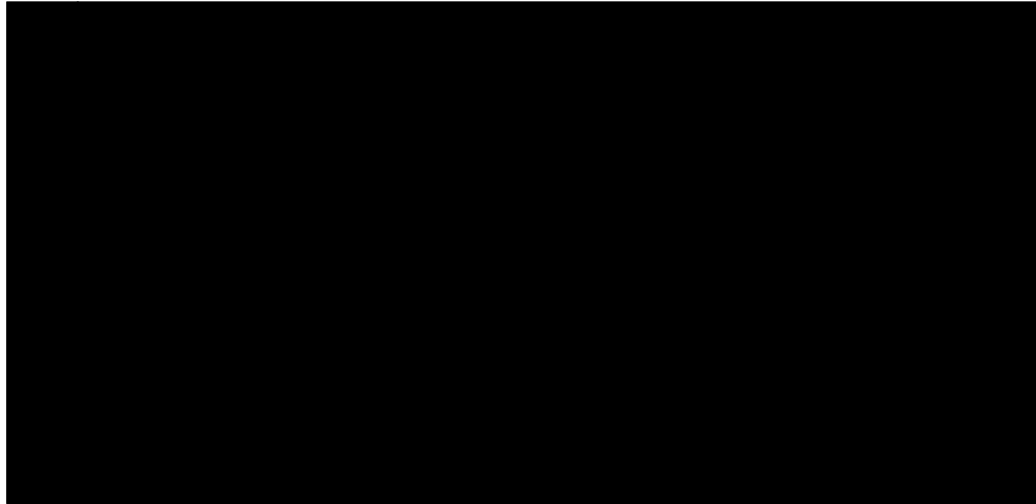
**Annual variations in costs of removal neglected.

APPEXDIX B

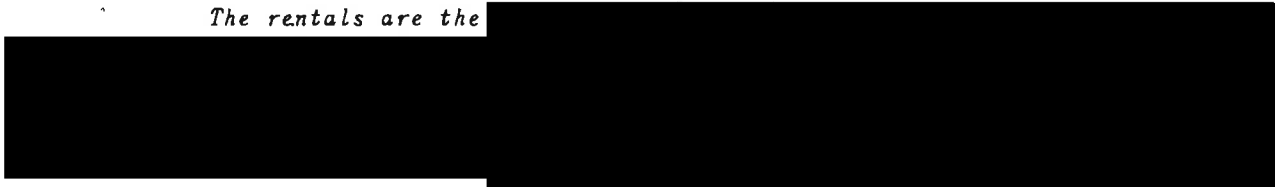
This Appendix describes the basic principles and guides which have been used under this Agreement in setting the rents specified in Article XI and which are to be used in making periodical adjustments of rentals as provided for in Article XII.

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.

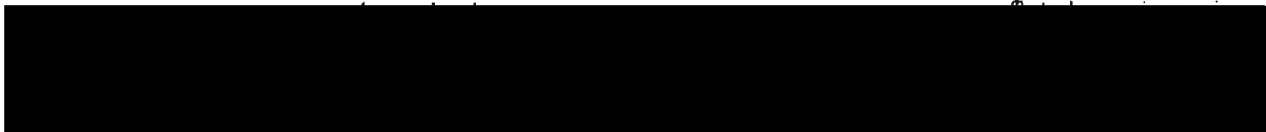
The procedures outlined herein take into account the following objectives:



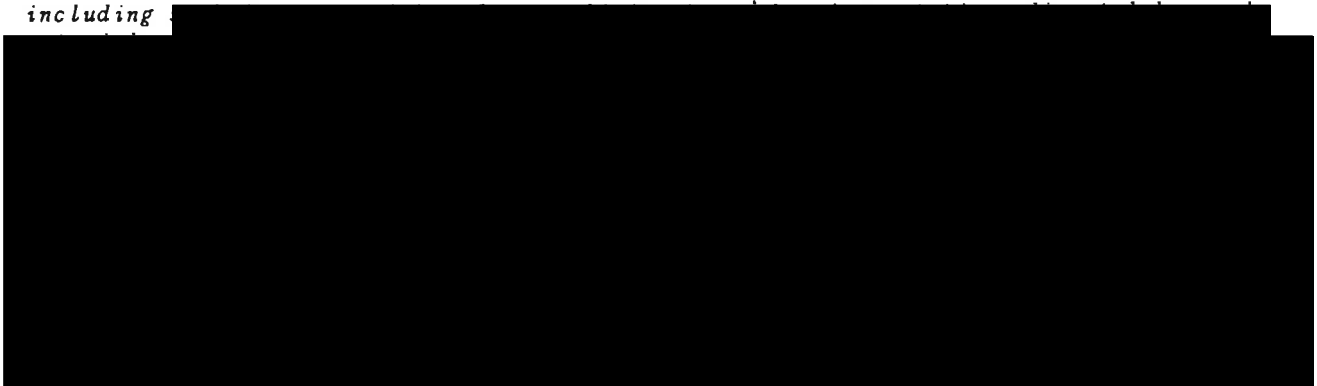
The rentals are the



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

[REDACTED]

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

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

The Cooperative's
annual rental
payment per
pole to the Tel.
Co. will be

[REDACTED]

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

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

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

*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

Thacker-Grigsby Telephone Co. Inc.

NAME OF TELEPHONE COMPANY

Hindman, Kentucky

LOCATION

REQUEST NUMBER

DATE

To Big Sandy Rural Electric Co-op. Corp.

Paintsville, Kentucky

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.

President

TITLE OF EMPLOYEE MAKING THIS REQUEST

Robert C. Thacker

NAME OF EMPLOYEE

To Thacker-Grigsby Telephone Co. Inc.

NAME OF TELEPHONE COMPANY

Hindman, Kentucky

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.

Big Sandy Rural Electric Co-op. Corp.

NAME OF COOPERATIVE

DATE

TITLE OF COOPERATIVE REPRESENTATIVE

NAME OF COOPERATIVE REPRESENTATIVE

AMENDMENT TO
JOINT USE OF FACILITIES

AGREEMENT DATED JUNE 24, 1961, BETWEEN THACKER-GRIGSBY
TELEPHONE COMPANY, INC., OF HINDMAN, KENTUCKY, AND BIG
SANDY RURAL ELECTRIC CORPORATION OF PAINTSVILLE, KENTUCKY.

AMENDMENT TO ARTICLE XI (SUBSECTION D) OF - RENTALS - 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 June 24, 1961:

1) Amend Article XI (D) to read as follows:

"The rentals per pole due from either party as
licensee to the other party as owner shall be based on the
equitable sharing of the economies of joint use as provided
for in Appendix B. Subject to the provisions of Article
XII, [REDACTED] per annum shall be paid by the Cooperative for
each jointly used pole owned by the Telephone Company and
[REDACTED] per annum shall be paid by the Telephone Company for
each jointly used pole owned by the Cooperative. The
[REDACTED]

The rental herein provided for shall be paid within 10 days
after the bill has been submitted. This Amendment is
effective retroactive to January 1, 1978.

Executed on the Tenth day of February 1978.

ATTEST:

BIG SANDY RURAL ELECTRIC CO-OP CORP.

*My Commission
Expires
3/29/81*

Page L. Daniel

BY:

[Signature]

Notary Public - State at Large, Ky.

ATTEST:

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

James G. Fields
Notary Public - State at Large
Kentucky

BY:

Robert C. Thacker

AMENDMENT TO
JOINT USE OF FACILITIES

AGREEMENT DATED JUNE 24, 1961, BETWEEN THACKER-GRIGSBY
TELEPHONE COMPANY, INC., OF HINDMAN, KENTUCKY, AND BIG
SANDY RURAL ELECTRIC CORPORATION OF PAINTSVILLE, KENTUCKY.

AMENDMENT TO ARTICLE XI (SUBSECTION D) OF - RENTALS - 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 June 24, 1961.

1) Amend Article XI (D) to read as follows:

"The rentals per pole due from either party as
licensee to the other party as owner shall be based on the
equitable sharing of the economies of joint use as provided
for in Appendix B. Subject to the provisions of Article
XII, [REDACTED] per annum shall be paid by the Cooperative for
each jointly used pole owned by the Telephone Company and
[REDACTED] per annum shall be paid by the Telephone Company for
each jointly used pole owned by the Cooperative. The
[REDACTED]

The rental herein provided for shall be paid within 10 days
after the bill has been submitted. This Amendment is
effective retroactive to January 1, 1990.

Executed on the 19th day of November, 1990.

ATTEST:

BIG SANDY RURAL ELECTRIC
COOPERATIVE CORPORATION

Betty Jordan

BY: Brian Wilson
PRESIDENT/GENERAL MANAGER

ATTEST:

THACKER-GRIGSBY TELEPHONE
COMPANY, INC.

[Signature]

BY: Robert C. Thacker

AMENDMENT TO
JOINT USE OF FACILITIES

AGREEMENT DATED JUNE 24, 1961, BETWEEN THACKER-GRIGSBY
TELEPHONE COMPANY, INC., OF HINDMAN, KENTUCKY, AND BIG
SANDY RURAL ELECTRIC COOPERATIVE CORPORATION OF
PAINTSVILLE, KENTUCKY.

AMENDMENT TO ARTICLE XI (SUBSECTION D) OF - RENTALS -
OF GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES.

The Cooperative and the Telephone Company agree that the
following Amendment shall be part of the Agreement between
the parties dated June 24, 1961:

1) Amend Article XI (D) to read as follows:

"The rental 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 Telephone Company and [REDACTED]
per annum shall be paid by the Cooperative for each jointly
used pole owned by the Telephone Company. The [REDACTED]
[REDACTED] The rental herein
provided for shall be paid within 10 days after the bill has
been submitted. This Amendment is effective retroactive to
January 1, 1994.

Executed on the 18th day of March, 1994.

ATTEST:

BIG SANDY RURAL ELECTRIC
COOPERATIVE CORPORATION

Janet Horne

Bill Wynn
PRESIDENT/GENERAL MANAGER

ATTEST:

THACKER-GRIGSBY TELEPHONE
COMPANY, INC.

Scottie A. H. B.

Robert C. Thacker

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



Mr. Robert C. Thacker
President & General Manager
Thacker-Grigsby Telephone Co., Inc.
P. O. Box 789
Hindman, KY 41822

April 06, 1990

Dear Mr. Thacker:

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

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

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

Sincerely,

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

S. E. Early
Engineering Supt.

SEE:r

Enclosure

POLE JOINT USE AGREEMENT
BETWEEN
THACKER-GRIGSBY TELEPHONE COMPANY, INCORPORATED
AND
KENTUCKY POWER COMPANY

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AGREEMENT
COVERING THE JOINT USE OF POLES

THIS AGREEMENT, effective January 1, 1990, is made by and between KENTUCKY POWER COMPANY, a corporation of the State of Kentucky (hereinafter called the "Electric Company") and the THACKER-GRIGSBY TELEPHONE COMPANY, INCORPORATED, 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 Thacker-Grigsby Telephone Company, Incorporated.

2.15 TELEPHONE COMPANY - Includes Thacker-Grigsby Telephone Company, Incorporated 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.

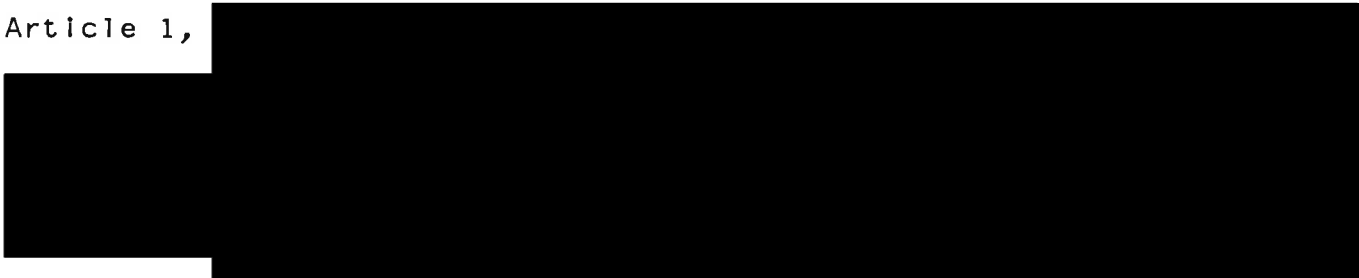
4.03 Except as herein otherwise expressly provided, on jointly used poles each party shall, at its own expense, place, maintain, transfer, rearrange and remove its own attachments, including any tree trimming or cutting, place guys to sustain unbalanced loads due to its attachments, and shall perform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

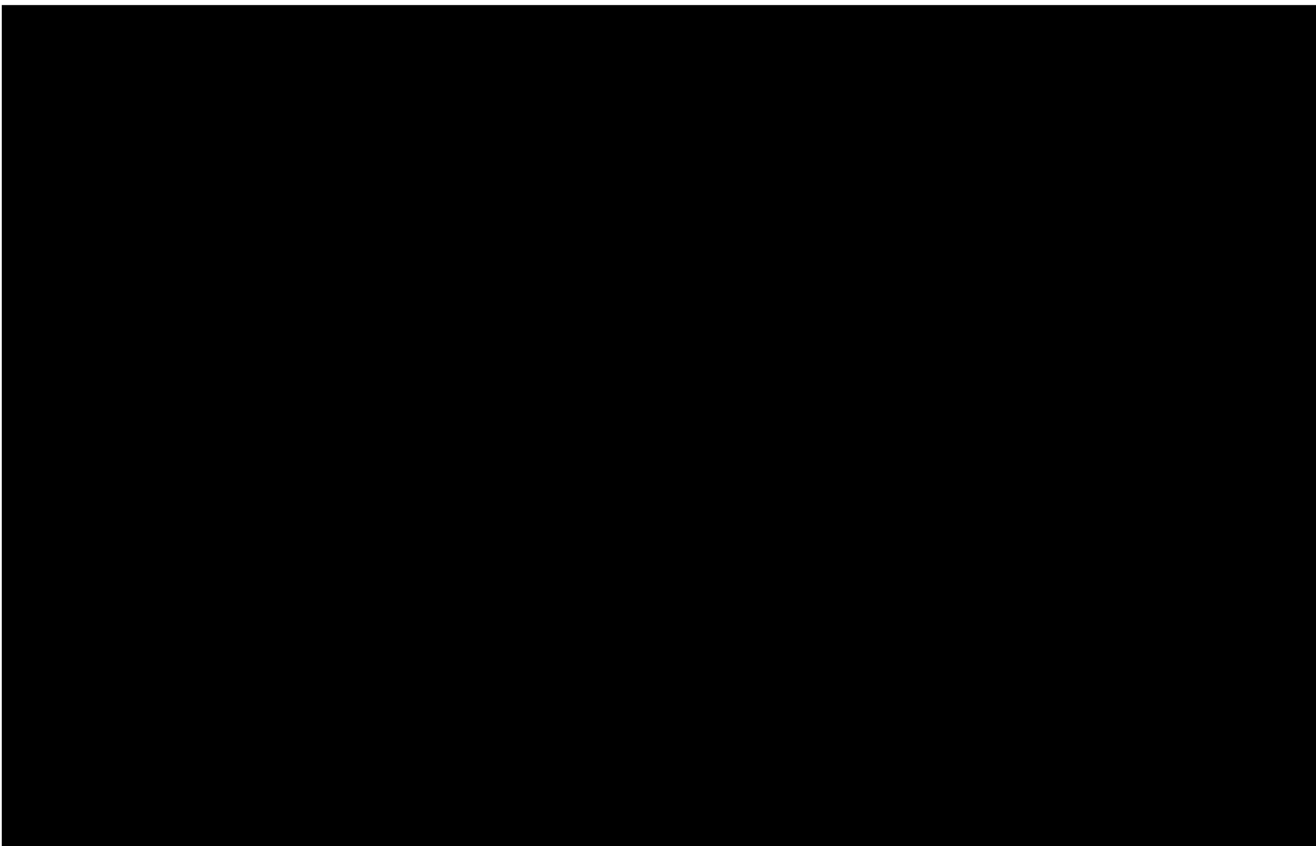
4.04 Both parties agree that in emergency situations or in situations involving the placing of a service drop on an existing pole to complete a service order, that the requirements for notification in accordance with Section 4.01 of this article may not be practical. In such situations the Licensee shall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





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y

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 

- (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.

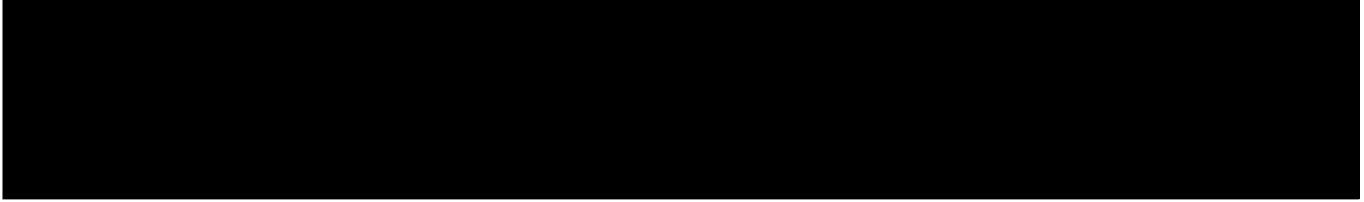
The parties shall then cooperate in determining, (1) the conditions under which joint use may be continued on a mutually satisfactory basis, or (2) if in the judgment of both parties continued joint use is not feasible, the most practical and economical method of providing for separate lines.

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]
[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]
[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]
[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]
[REDACTED]

ARTICLE 13

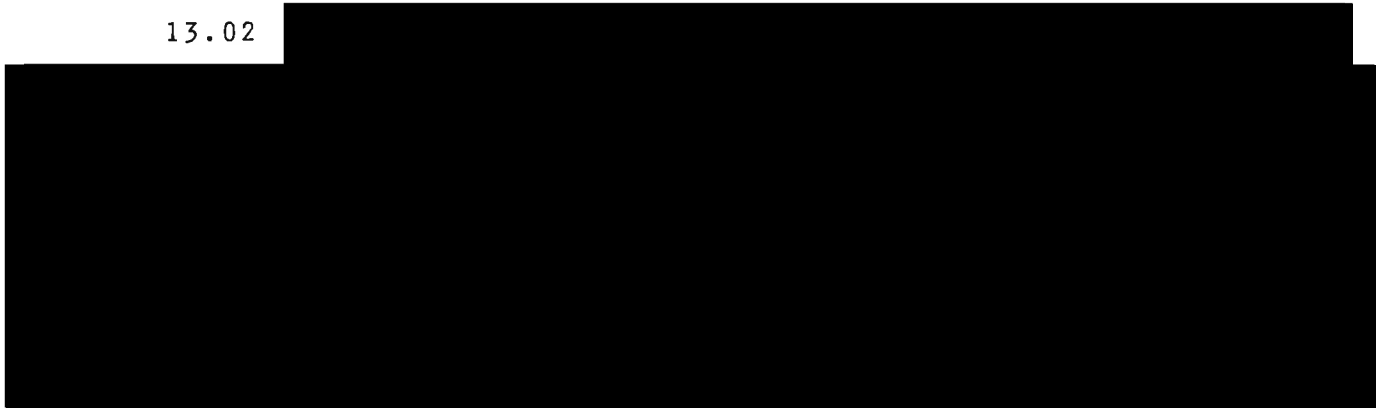
UNAUTHORIZED USE: JOINT FIELD CHECKS

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]
[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.

c.

d.

- [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. J. Bergennis
Assistant Secretary

Attest:

James Grigsby

KENTUCKY POWER COMPANY

By

Michael J. [Signature]
President

THACKER-GRIGSBY TELEPHONE COMPANY,

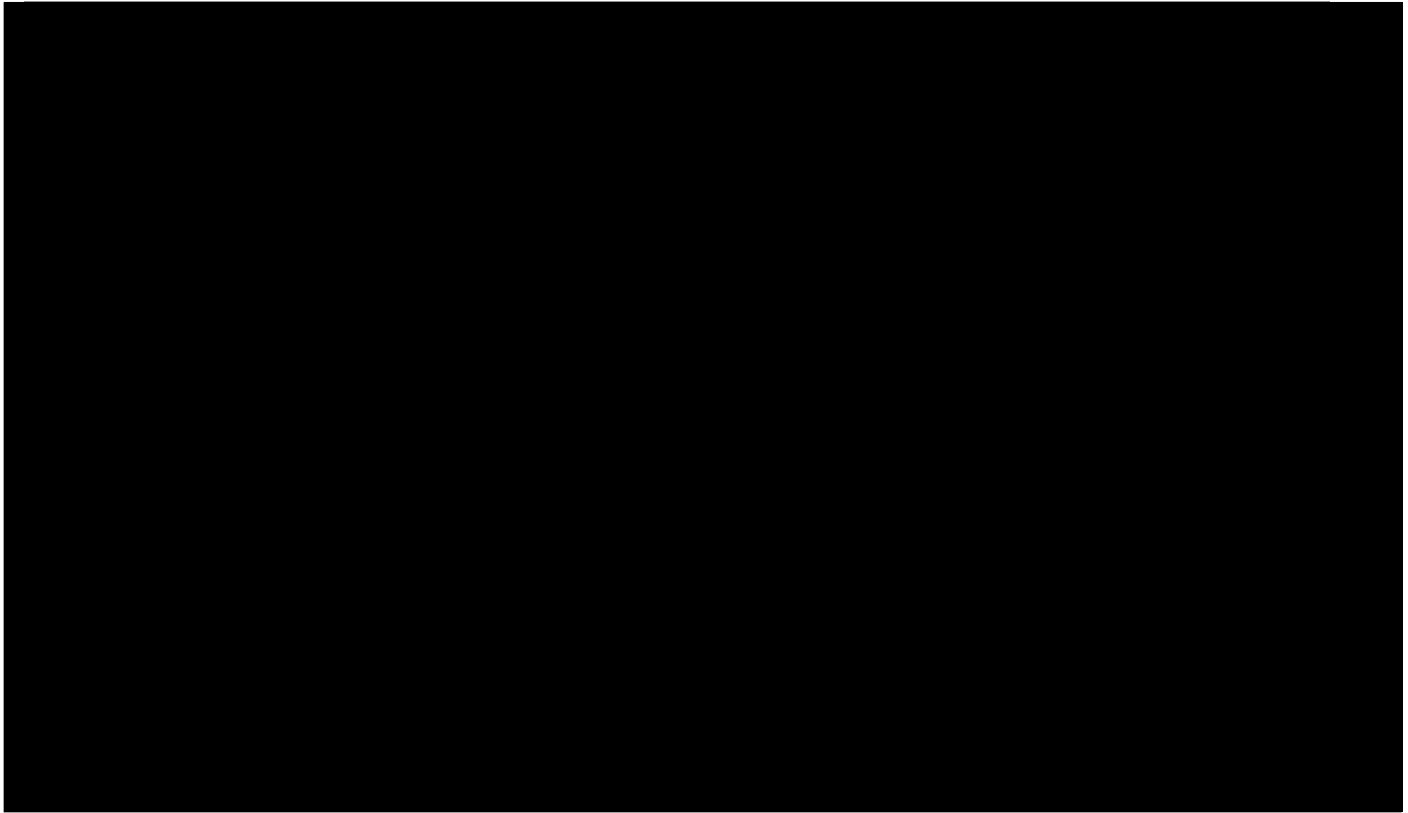
INCORPORATED

By

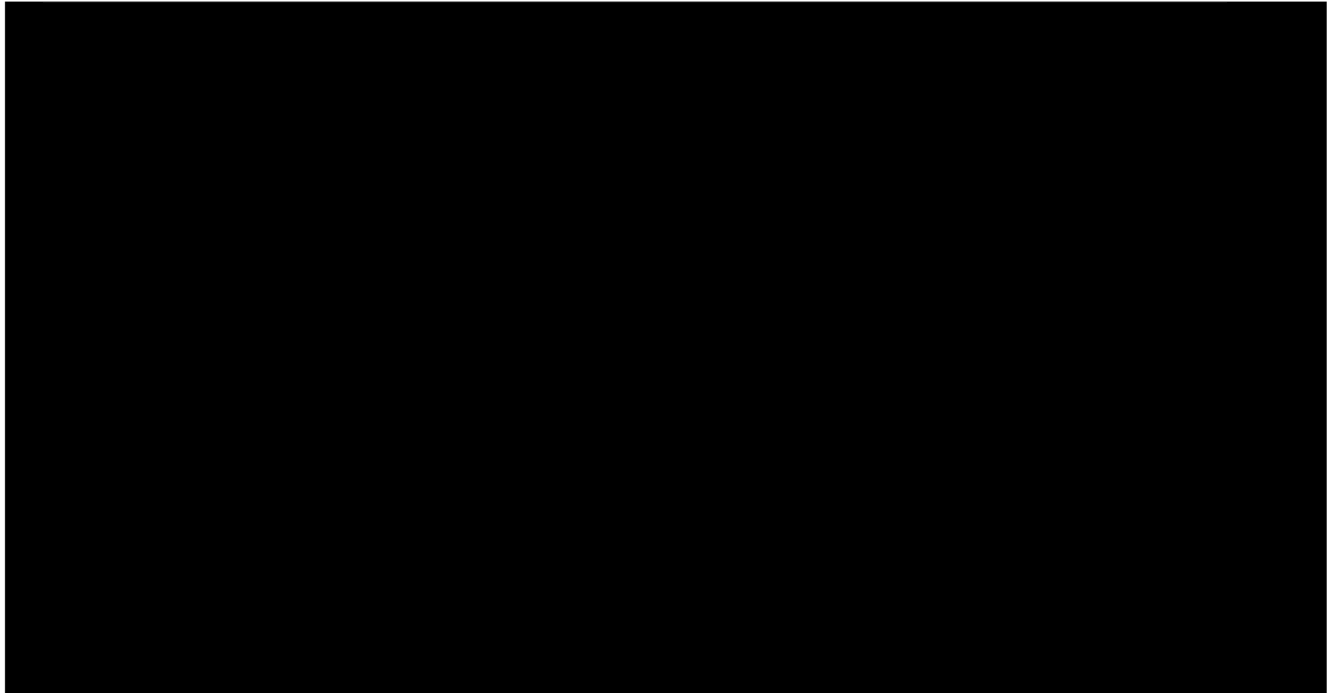
Robert C. Thacker

EXHIBIT A

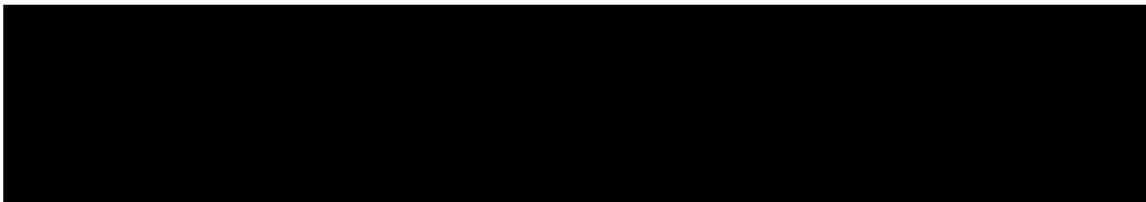
ANNUAL RENTAL



Kentucky Power Company and Thacker-Grigsby Telephone Co., Inc. hereby agree to the following modifications to the Pole Joint Use Agreement dated effective January 1, 1990.



B.



- 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 4/5/90

THACKER-GRIGSBY TELEPHONE CO., INC.

By [Signature] Date 3-30-90

THE NEW POLE

JOINT USE

AGREEMENT

7-17-90

PROVISIONS DEALING WITH ESTABLISHING JOINT USE:

FOR NEW POLES TO BE INSTALLED -

- PROPOSED OWNER GIVES LICENSEE NOTICE IN WRITING.
- THE PARTY GIVEN NOTICE HAS TEN DAYS TO REPLY. IF NO REPLY PROPOSED OWNER DOES NOT PLAN FOR JOINT USE.
- IF OTHER PARTY REPLIES AFTER TEN-DAY PERIOD AND WANTS TO JOINTLY USE POLES. ANY EXTRA COST ASSOCIATED BORNE BY THE OTHER PARTY.
- IF THE OTHER PARTY WISHES TO JOINTLY USE POLE, THEY ARE GIVEN OPTION OF INSTALLING THE NEW POLE.
- IF THE OTHER PARTY WISHES TO JOINTLY USE POLE, THEY REPLY IN WRITING THE SPACE THEY DESIRE.

PROCEDURE FOR ESTABLISHING JOINT USE OF AN EXISTING POLE -

- REQUESTING PARTY MAKES WRITTEN APPLICATION FOR INITIAL OR ADDITIONAL SPACE THEY DESIRE.
- APPLICATION TO INCLUDE LOCATION OF POLE, AMOUNT OF SPACE DESIRED, AND CHARACTER OF CIRCUITS TO BE PLACED.
- OWNER HAS TEN-DAY PERIOD TO RESPOND. IF NO RESPONSE REQUESTING PARTY MAY PROCEED.
- IF OWNER MUST REPLACE POLE TO ACCOMMODATE LICENSEE AND CANNOT COMPLETE REPLACEMENT WITHIN THE TIME REQUIRED BY LICENSEE, LICENSEE REPLACES POLE. LICENSEE WILL OWN NEW POLE AND BE REIMBURSED BY THE OWNER OF THE ORIGINAL POLE THE COST OF TRANSFERRING ATTACHMENTS TO THE NEW POLE AND REMOVING THE OLD POLE.
- IF OWNER CANNOT REPLACE A POLE FOR JOINT USE WITHOUT THE ASSISTANCE OF THE LICENSEE, THEN OWNER REIMBURSES LICENSEE THE TOTAL COST IN RENDERING THE REQUIRED ASSISTANCE.
- LICENSEE CAN ELECT TO OWN THE NEW POLE BY GIVING THE OWNER WRITTEN NOTICE IN ADVANCE OF SAID POLE.
- IN EMERGENCY SITUATIONS OR IN SITUATIONS INVOLVING THE PLACING OF A SERVICE DROP, THE LICENSEE PROVIDES WRITTEN NOTICE WITHIN TEN DAYS OF THE DATE OF ATTACHMENT.

MAINTENANCE OF POLES AND ATTACHMENTS -

- OWNER SHALL REPLACE, REINFORCE, OR REPAIR POLES AS THEY BECOME DEFECTIVE ACCORDING TO OWNER'S STANDARDS.
- NOTICE TO LICENSEE REQUIRED FOR OWNER TO REPLACE OR RELOCATE A JOINTLY USED POLE. IF LICENSEE DOES NOT TRANSFER ITS ATTACHMENTS AT THE TIME SPECIFIED BY OWNER, LICENSEE SHALL REMOVE AND DISPOSE OF THE OLD POLE AS PER OWNER'S INSTRUCTIONS. IF LICENSEE FAILS TO TRANSFER AND REMOVE THE OLD POLE WITHIN FIVE WORKING DAYS, OWNER GETS REIMBURSED FOR ANY ADDITIONAL EXPENSES INCURRED INCLUDING POLE REMOVAL. WRITTEN NOTICE REQUIRED IF POLE TO BE REPLACED IN SAME HOLE.
- LICENSEE MAY REPLACE OWNER'S POLE DURING EMERGENCY CONDITIONS WITH PRIOR ORAL AGREEMENT. OWNER REIMBURSES LICENSEE.
- IF NESC VIOLATIONS EXIST THE NONCONFORMING PARTY HAS NINETY DAYS TO CORRECT UPON WRITTEN NOTICE FROM THE OTHER PARTY.

DIVISION OF COSTS

THE [REDACTED]
[REDACTED]

IN THE FOLLOWING INSTANCES:

1. [REDACTED]

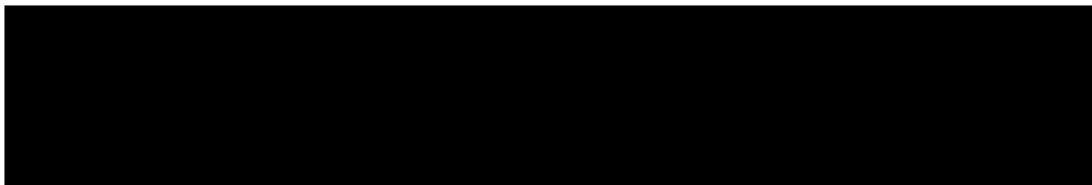
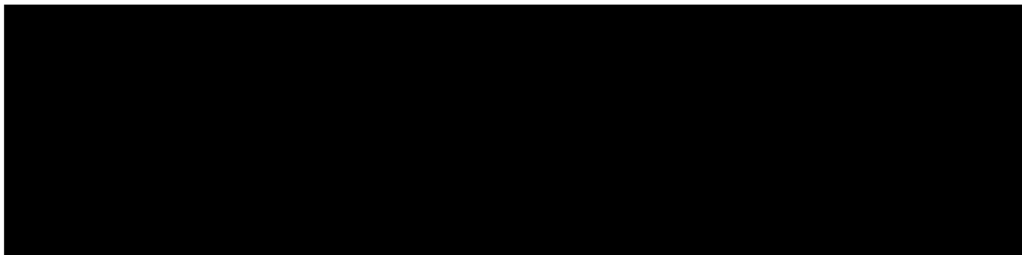
2. [REDACTED]

THE [REDACTED] PAYS THE FOLLOWING COSTS:

1. WHEN A NEW INTERMEDIATE POLE OR CROSSING POLE IS SET FOR LICENSEE -



2. WHEN [REDACTED] MUST REPLACE AN EXISTING POLE: FOR [REDACTED] BENEFIT -



[REDACTED]

[REDACTED]

3. WHEN [REDACTED] MUST REARRANGE ATTACHMENTS TO ACCOMMODATE

[REDACTED]

SHARING OF SPACE

THE LICENSEE'S RESERVED SPACE CONSISTS OF THE SPACE REMAINING AFTER THE FOLLOWING SPACE ALLOCATIONS HAVE BEEN SUBTRACTED FROM THE ABOVE GROUND HEIGHT OF POLE:

KYPCO-OWNED POLES -

SPACE RESERVED* FOR KYPCO FACILITIES AT THE TOP OF POLE

+

SAFETY SPACE REQUIREMENT BETWEEN TELEPHONE AND ELECTRIC FACILITIES NEEDED TO MEET NESC

+

SPACE BETWEEN GROUNDLINE AND THE POINT ON THE POLE WHERE THE TELEPHONE FACILITIES CAN MEET NESC MINIMUM GROUND CLEARANCE REQUIREMENTS.

FOR POLES IN JOINT USE PRIOR TO THE NEW AGREEMENT THE LICENSEE'S RESERVED SPACE CONSISTS OF THE SPACE ACTUALLY IN USE AT THE EFFECTIVE DATE OF THE NEW AGREEMENT.

TELCO-OWNED POLES -

SPACE RESERVED* FOR TELEPHONE FACILITIES FROM GROUNDLINE
TO THE TOP OF RESERVED TELCO SPACE

+

SAFETY SPACE REQUIREMENT BETWEEN TELEPHONE AND ELECTRIC
FACILITIES NEEDED TO MEET NESC.

*(SPACE RESERVED MEANS THE SPACE ACTUALLY USED AT THE
TIME THE POLE IS INSTALLED PLUS ANY ADDITIONAL SPACE
THE OWNER DESIRES TO RESERVE FOR FUTURE USE, IF ANY.)

EACH PARTY UPON REQUEST SHALL SHARE ANY ASSIGNED OR RESERVED
SPACE NOT PRESENTLY BEING USED SO LONG AS NESC REQUIREMENTS
ARE SATISFIED. IF OWNER DESIRES TO USE SPACE LICENSEE HAS
SIXTY DAYS TO RELOCATE OR REARRANGE ITS FACILITIES AT ITS
EXPENSE. IF POLE REPLACEMENT IS NECESSARY LICENSEE PAYS
AMOUNT DUE FOR REPLACING AN EXISTING POLE FOR LICENSEE'S
BENEFIT.

ANCHORS -

EACH PARTY WILL PROVIDE SEPARATE ANCHORS. HOWEVER, WHEN IT IS MUTUALLY ADVANTAGEOUS TO BOTH PARTIES, OWNER SHALL PLACE ANCHOR WITH LICENSEE PAYING ANY INCREASED COSTS.

UNAUTHORIZED ATTACHMENTS -

A JOINT FIELD INVENTORY IS TO BE CONDUCTED NO LESS OFTEN THAN EVERY FIVE YEARS. SHOULD ONE PARTY ELECT NOT TO PARTICIPATE THAT PARTY SHALL PAY 1/2 THE COST OF THE FIELD CHECK. THE NON-PARTICIPATION PARTY HAS SIXTY DAYS IN WHICH TO VERIFY THE FINDINGS.

UNAUTHORIZED ATTACHMENTS ARE BACKBILLED FOR FIVE YEARS OR THE PERIOD DATING BACK TO THE LAST JOINT FIELD CHECK (INCLUDES AN INTEREST PENALTY).

ANY UNAUTHORIZED ATTACHMENTS FOUND DURING THE FIRST FIELD CHECK WILL NOT BE CHARGED AN INTEREST PENALTY. ANY UNAUTHORIZED ATTACHMENTS FOUND DURING THE FIRST FIELD CHECK WILL ASSUME TO HAVE BEEN MADE IN PROPORTION TO THE AUTHORIZED ATTACHMENTS MADE SINCE THE LAST FIELD CHECK IN DETERMINING THE BACK RENTAL.

TERMINATION OF JOINT USE

OWNER PROVIDES [REDACTED] NOTICE IN WRITING. IF LICENSEE HAS NOT REMOVED ITS ATTACHMENTS POLE BECOMES LICENSEE'S RESPONSIBILITY AND POLE IS SOLD TO LICENSEE. SALE PRICE BASED UPON EMBEDDED BARE POLE COST FOR THE TYPE AND HEIGHT OF POLE INVOLVED. [REDACTED]
[REDACTED]

A FORMAL BILL OF SALE WILL BE REQUIRED FOR THE TRANSFER OF OWNERSHIP OF ALL POLES.

RENTALS -

THE [REDACTED] SHALL BE THE PERIOD FROM [REDACTED]
[REDACTED]

ANY SPACE OCCUPIED OR RESERVED BY LICENSEE DURING ANY
PORTION OF A [REDACTED] WILL BE BILLED FOR THE ENTIRE
[REDACTED]

BILLING DATA SHALL BE EXCHANGED ON OR BEFORE MAY 1 WITH
THE [REDACTED] RENTAL RENDERED ON OR ABOUT JUNE 1.

RENTAL RATE PER POLE FOR EITHER PARTY:

1990 and 1991

1992 and 1993

1994 and 1995

