

RECEIVED

MAR 27 2008

**PUBLIC SERVICE
COMMISSION**

EAST KENTUCKY NETWORK

d/b/a

APPALACHIAN WIRELESS

**DOWNTOWN MCKEE
CELLULAR TOWER
APPLICATION**

**Jackson County, Kentucky
P.S.C. CASE # 2008-00088**

RECEIVED

MAR 27 2008

**PUBLIC SERVICE
COMMISSION**

1	Notification/Response from County.
2	Copies of Cell Site Notices.
3	Universal Letter of Soil Bearing Analysis.
4	Kentucky Airport Zoning Commission Application.
5	Tower Design.
6	FAA Approval/Notice of Proposed Construction.
7	Audited Financial Statements
8	Driving Directions and Map to Suitable Scale.
9	Deed/Lease Agreement for Proposed Site.
10	Survey of Site Signed/Sealed by Professional Engineer Registered in State of Kentucky.
11	Site Survey Map with Property Owners identified in Accordance with PVA of County.
12	Vertical Profile Sketch of Proposed Tower.

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

MAR 27 2008

PUBLIC SERVICE
COMMISSION

In the matter of:

THE APPLICATION OF EAST KENTUCKY NETWORK)
LIMITED LIABILITY COMPANY FOR THE ISSUANCE)
OF A CERTIFICATE OF PUBLIC CONVENIENCE AND) CASE No 2008-00088
NECESSITY TO CONSTRUCT A TOWER IN JACKSON)
COUNTY, KENTUCKY).

In case number 91-002 East Kentucky Network, LLC, formerly Mountaineer Cellular Limited Liability Company was granted a Certificate of Public Convenience and Necessity by the Kentucky Public Service Commission to construct and operate a cellular radio telecommunications system for KY RSA 10.

In an effort to improve service in Jackson County, East Kentucky Network, LLC Pursuant to KRS 278.020 Subsection 1 and 807 KAR 5:001 Section 9 is seeking the Commission's approval to construct a tower located on a ridge near McKee in Jackson County, Kentucky. The proposed tower will be a 170 foot self-supporting tower. (Latitude 37° 25' 54.9" Longitude: 83° 59' 14.1") A map and detailed directions to the site can be found in Exhibit 8.

East Kentucky Network LLC merger documents were filed with the Commission on February 2, 2001 in Case # 2001-022.

FAA and Kentucky Airport Zoning Commission approvals have been applied for and a copy of the application is included as Exhibit 4 and 6.

No Federal Communications Commission approval is required prior to construction of this facility. Once service is established from this tower we must immediately notify the Federal Communications Commission of its operation. Prior approval is needed only if the proposed facility increases the size of the cellular geographic service area. This cell site will not expand the cellular geographic service area.

A geologist was employed to determine soil and rock types and to ascertain the distance to solid bedrock. The geotechnical report is enclosed as Exhibit 3

A copy of the tower design information is enclosed as Exhibit 5. The proposed tower has been designed by engineers at Allstate Tower, Inc and will be constructed under their supervision. Their qualifications are evidenced in Exhibit 5 by the seal and signature of the registered professional engineer responsible for this project.

The tower will be erected by A & D Communication of Cattlesburg, Kentucky. A & D has vast experience in the erection of communications towers.

Enclosed, and should be filed with Exhibit 10 is a survey of the proposed tower site signed by a Kentucky registered professional engineer. There is no structure within 500 feet of the proposed tower as indicated in this enclosure. Exhibit 2 is a list of all Property owners or residents according to the property valuation administrator's record who reside or own property within 500 feet of the proposed tower in accordance with the Public Valuation Administrator'. No other properties are contiguous with East Kentucky's property.

Exhibit 12, back of folder, contains a vertical sketch of the tower supplied by Coleman Engineering.

Pursuant to 807 KAR5:063 Sections 1 (1)(L) and Section 1(1)(n)(1) all affected property owners according to the property valuation administrator's record who reside or own property within 500 feet of the proposed Tower were notified by certified mail return receipt requested of East Kentucky Network, LLC's proposed construction and informed of their right to intervene. They were given the docket number under which this application is filed. Enclosed in Exhibit 2 is a copy of that notification.

Jackson County has no formal local planning unit. In absence of this unit the Jackson County Judge Executive's office was notified by certified mail, return receipt requested of East

Kentucky Network Limited Liability Company's proposal and informed of their right to intervene. They were given the docket number under which this application is filed. Enclosed in Exhibit 1 is a copy of that notification.

East Kentucky Network, LLC will finance the subject Construction with earned surplus in its General Fund.

Estimated Cost of Construction	140,000.00
Annual Operation Expense of Tower	12,500.00

Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), measuring at least two (2) feet in height and four (4) feet in width and containing all required language in letters of required height, have been posted, one at a visible location on the proposed site and one on the nearest public road. The two signs were posted on March 28, 2008 and will remain posted for at least two weeks after filing of this application as specified.

Enclosed in Exhibit 9 is a copy of East Kentucky Network LLC's deeds to the site.

Notice of the location of the proposed construction was published on the first 2 weeks of April in the Jackson County Sun. Enclosed is a copy of that notice in Exhibit 1. The Jackson County Sun is the newspaper with the largest circulation in Jackson County.

The proposed construction site is on a very rugged mountaintop some feet from the nearest structure. Prior to construction the site was wooded.

Due to the steep hillside surrounding the proposed site, the property in close proximity is unsuitable for any type of development. East Kentucky Network LLC's operation will not affect the use of nearby land nor its value. No more suitable site exists in the area. A copy of the search area map is enclosed in Exhibit 8. No other tower capable of supporting East Kentucky Network LLC's load exists in the general area; therefore, there is no opportunity for co-location of our facilities with anyone else.

WHEREFORE, Applicant respectfully requests that the PSC accept the foregoing Application for filing, and having met the requirements of KRS [278.020(1), 278.650, and 278.665] and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the proposed tower.

The foregoing document was prepared by Janice Robinson, Technical Site Coordinator for East Kentucky Network d/b/a Appalachian Wireless. All related questions or correspondence concerning this filing should be mailed to East Kentucky Network, LLC d/b/a Appalachian Wireless, 101 Technology Trail, Ivel, KY 41642.

SUBMITTED BY: Janice Robinson DATE: 03-25-08
Janice Robinson, Cell Site Coordinator

APPROVED BY: _____ DATE: _____
Gerald Robinette, General Manager

Contacts:

Gerald Robinette, General Manager

Phone: (606) 791-2375, Ext. 111

Email: grobinette110@ekn.com

Janice Robinson, Technical Site Coordinator

Phone: (606) 791-2375, Ext. 166

Email: jrobinson166a@ekn.com

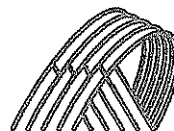
Mailing Address:

**East Kentucky Network, LLC.
d/b/a Appalachian Wireless
101 Technology Trail
Ivel, KY 41642**



EAST KENTUCKY NETWORK
101 TECHNOLOGY TRAIL
LEVEL, KY 41642
PHONE: (606) 874-7550
FAX: (606) 874-7551
INFO@EKN.COM
WWW.EKN.COM

EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

March 25, 2008

William O. Smith, Judge Executive
P. O. Box 175
McKee, KY 40447

RE: Public Notice-Public Service Commission of Kentucky (Case No. 2008-00088)

East Kentucky Network, LLC d/b/a Appalachian Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular telecommunications service. The facility will include a 170 foot self supporting tower with attached antennas extending upwards, and an equipment shelter located on a ridge near McKee in Jackson County, Kentucky. (37° 25' 54.9"N 83° 59' 14.1"W). A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you are the present County Judge Executive of Jackson County.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. The Commission must receive your initial communication within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to Case No. 2008-00088 in your correspondence.

Sincerely,


Janice Robinson
Technical Site Coordinator
Enclosure

* East Kentucky Network, LLC
d/b/a Appalachian Wireless
101 Technology Trail
Ivel, KY 41642

Phone: 606/874-7550
Fax: 606/791-2225

EAST KENTUCKY
NETWORK



Fax

To: The Jackson County Sun	From: JANICE ROBINSON
ATT: Advertising Department	Accounting Department
Fax: 606-287-7196	Phone: 606-874-7550, Ext.166
Phone: 606-287-7197	Pages: 1 Pages (INCLUDING COVER)
Re: PUBLIC NOTICE ADVERTISEMENT	Date: March 25, 2008

Nancy,

We would like to have the following public notice printed in the The Jackson County Sun for the next two weeks. ****Please note our billing address above.***

The notice should state the following:

PUBLIC NOTICE:

RE: Public Service Commission of Kentucky (CASE NO. 2008-00088)

Notice is hereby given that East Kentucky Network, LLC, dba Appalachian Wireless has applied to the Kentucky Public Service Commission to construct a tower on a ridge near McKee, in Jackson County, Kentucky. The proposed tower will be a 300 foot self-supporting tower with attached antennas extending upwards, and an equipment shelter (37° 25' 54.9" N 83° 59' 14.1"W).

If you would like to respond to this notice, please contact the Executive Director, Public Service Commission, 211 Sower Boulevard, P o Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 2008-00088.

If you have questions about the placement of the above mentioned notice, please call me at 606-791-2375, ext. 166.

Thank you, **Janice Robinson**

Accounting Department If you have any problems with this fax, please call 606/874-7550. The message above and the information contained in the documents transmitted are confidential and intended only for the person(s) named above. Dissemination, distribution or copying of this communication by anyone other than the person(s) named above is prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address listed above via regular mail. Thank you.

Next Generation Communications

* * * Communication Result Report (Mar. 25. 2008 2:39PM) * * *

1} Ekn
2}

e/Time: Mar. 25. 2008 2:39PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
0675 Memory TX	6062877196	P. 1	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 2) Busy
 E. 3) No answer
 E. 4) No facsimile connection
 E. 5) Exceeded max. E-mail size

* East Kentucky Network, LLC
 db/a Appalachian Wireless
 101 Technology Trail
 Ives, KY 40642
 Phone: 606-874-7550
 Fax: 606-791-2225



Fax

To: The Jackson County Sun From: JANICE ROBINSON
 ATT: Advertising Department Accounting Department
 Fax: 606-287-7196 Phone: 606-874-7550, Ext. 168
 Phone: 606-287-7197. Pages: 1 Page (INCLUDING COVER)
 Re: PUBLIC NOTICE ADVERTISEMENT Date: March 25, 2008

Nancy,
 We would like to have the following public notice printed in the The Jackson County Sun for the next two weeks. *Please note our billing address above.*

The notice should state the following:

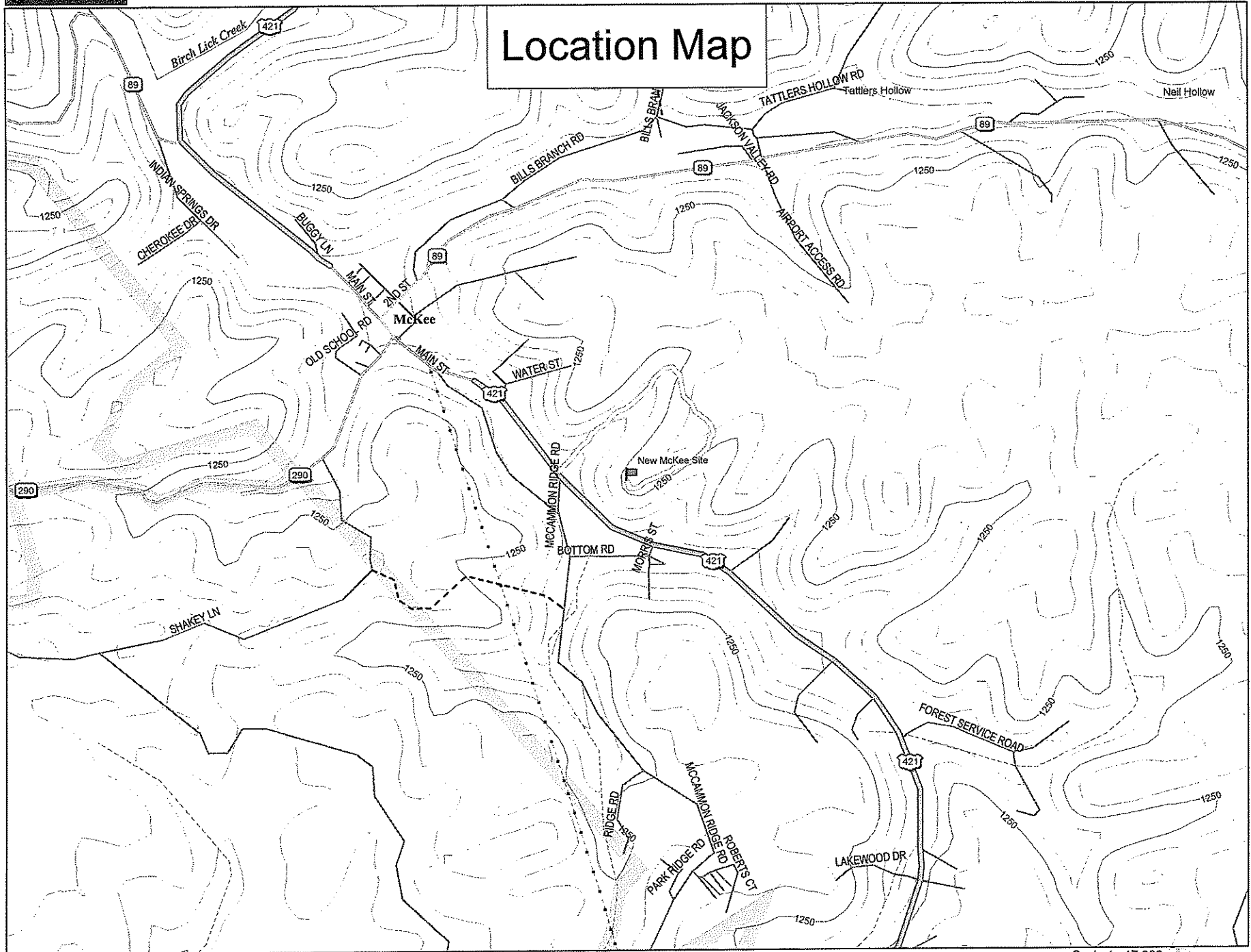
PUBLIC NOTICE:
 RE: Public Service Commission of Kentucky (CASE NO. 2008-00088)
 Notice is hereby given that East Kentucky Network, LLC, db/a Appalachian Wireless has applied to the Kentucky Public Service Commission to construct a tower on a ridge near McKee, in Jackson County, Kentucky. The proposed tower will be a 800 foot self-supporting tower with attached antennas extending upwards, and an equipment shelter (S7° 25' 64.9" N 83° 69' 14.1" W).
 If you would like to respond to this notice, please contact the Executive Director, Public Service Commission, 211 Sovern Boulevard, P o Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 2008-00088.

If you have questions about the placement of the above mentioned notice, please call me at 606-791-2375, ext. 168.

Thank you, **Janice Robinson**

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Location Map



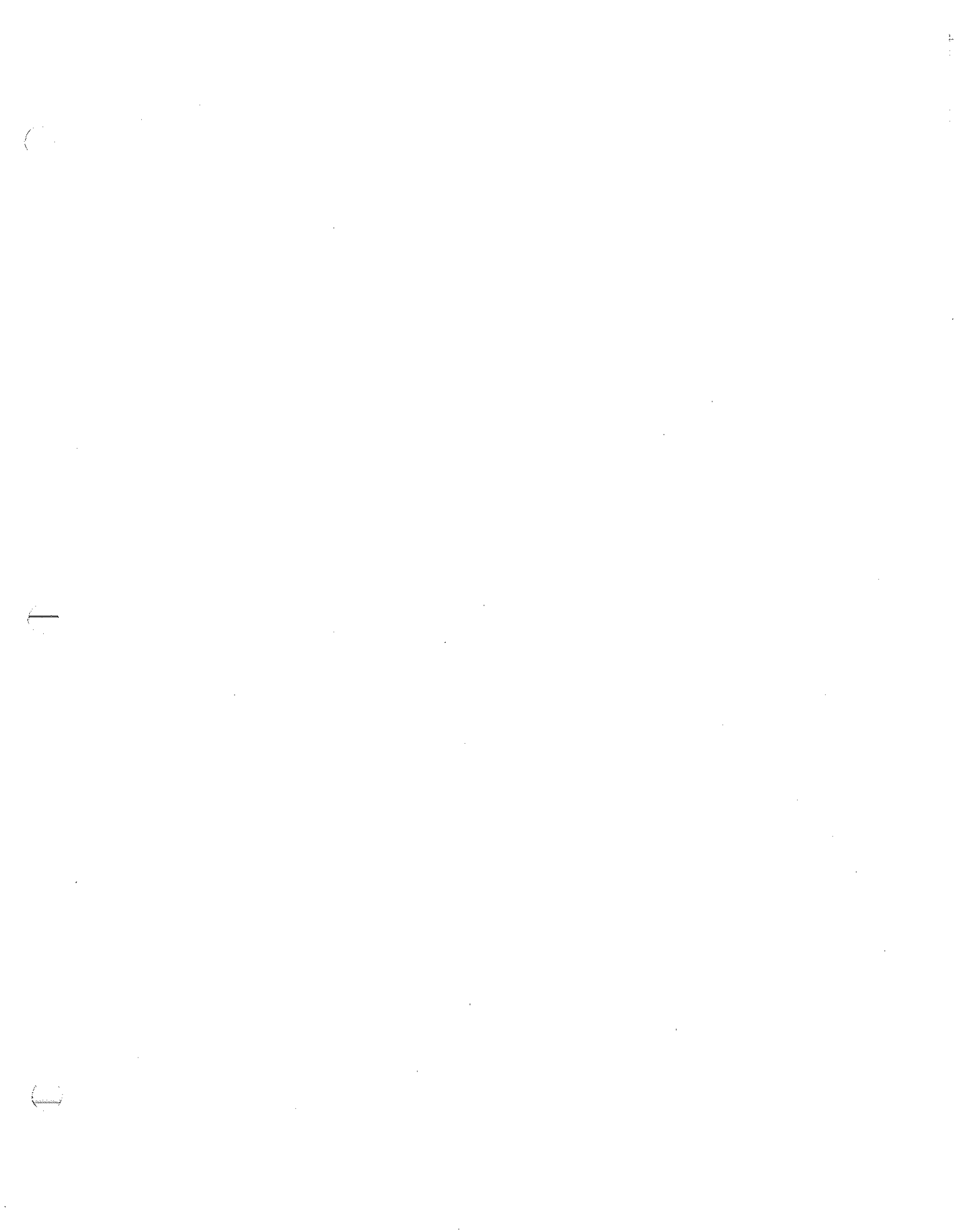


EXHIBIT II : LIST OF PROPERTY OWNERS:

DOWNTOWN MCKEE, JACKSON COUNTY, KENTUCKY

Statement Pursuant to Section 1 (1) (I) 807 KAR 5:063

Section 1 (1)(I) 1. The following is a list of every property owner who according to property valuation administrator's records, owns property within 500 feet of the proposed tower and each have been: notified by certified mail, return receipt requested, of the proposed construction.,

Section 1 (1) I 2.: Every person listed below who, according to the property valuation administrator's records, owns property within 500 feet of the proposed tower has been: Given the Commission docket number under which the application will be processed: and

Section 1 (1) I 3. Every person listed below who, according to property valuation administrator's records, owns property within 500 feet of the proposed tower has been: Informed of his right to request intervention.

LIST OF PROPERTY OWNERS

Jackson County School
District Finance Corporation
P. O. Box 217
McKee, KY 40447

C.E.C.A. 3000 LP
410 Birmingham Rd
Burbank, CA 91504

Citizens Bank
P. O. Box 697
McKee, KY 40447

Jack T. Tifield
151 Nelly Baker Rd
McKee, KY 40447

Jim & Pam Hays
161 SR587
McKee, KY 40447

Bond Memorial Park
Rockhill Road
McKee, KY 40447

David & Leslie Matthis
C/O Michael & Janet Byrd
449 Begley Rd
McKee, KY 40447

Marcella & Woodrow Brocks
P. O. Box 896
McKee, KY 41447

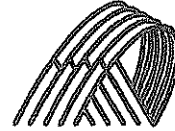
Carl A. & Catherine D. Howell
426 HWY 587
McKee, KY 41447

Ray V. & Doris Neeley
P. O. Box 393
McKee, KY 41447

Carl Gene Cunnagin
P. O. Box 155
McKee, KY 41447

EAST KENTUCKY NETWORK
101 TECHNOLOGY TRAIL
LEVEL, KY 41642
PHONE: (606) 874-7550
FAX: (606) 874-7551
EMAIL: INFO@EKN.COM
WEBSITE: WWW.EKN.COM

EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

Jackson County School
District Finance Corporation
P. O. Box 217
McKee, KY 40447

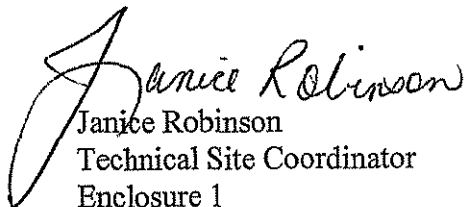
RE: Public Notice-Public Service Commission of Kentucky (Case No. 2008-00088)

East Kentucky Network, LLC d/b/a Appalachian Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular telecommunications service. The facility will include a 300 foot self supporting tower with attached antennas extending upwards, and an equipment shelter located on a ridge near McKee in Jackson County, Kentucky. (37° 25' 54.9" N, 83° 59' 14.1"W). A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property or reside within a 500' radius of the proposed tower.

The Commission invites your comments regarding the proposed construction. You also have the right to *intervene in this matter*. The Commission must receive your initial communication within 20 days of the date of this letter as shown above.

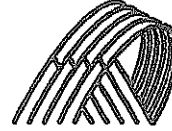
Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to Case No. 2008-00088 in your correspondence.

Sincerely,


Janice Robinson
Technical Site Coordinator
Enclosure 1

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101 TECHNOLOGY TRAIL
LEVEL, KY 41642
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EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

C.E.C.A. 3000 LP
410 Birmingham Rd
Burbank, CA 91504


RE: Public Notice-Public Service Commission of Kentucky (Case No. 2008-00088)

East Kentucky Network, LLC d/b/a Appalachian Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular telecommunications service. The facility will include a 300 foot self supporting tower with attached antennas extending upwards, and an equipment shelter located on a ridge near McKee in Jackson County, Kentucky (37° 25' 54.9" N, 83° 59' 14.1"W). A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property or reside within a 500' radius of the proposed tower.

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Sincerely,


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101 TECHNOLOGY TRAIL
IVEL, KY 41642
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INFO@EKN.COM
SITE: WWW.EKN.COM

EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

Citizens Bank
P. O. Box 697
McKee, KY 40447


RE: Public Notice-Public Service Commission of Kentucky (Case No. 2008-00088)

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EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

Jack T. Tifield
151 Nelly Baker Rd
McKee, KY 40447

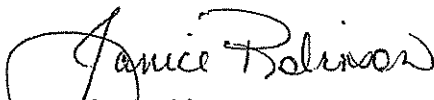
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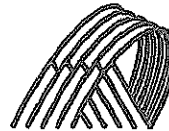
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EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

Jim & Pam Hays
161 SR587
McKee, KY 40447

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Sincerely,

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Technical Site Coordinator
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101 TECHNOLOGY TRAIL
MADISON, KY 41642
PHONE: (606) 874-7550
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EMAIL: INFO@EKN.COM
WEBSITE: WWW.EKN.COM

EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

Bond Memorial Park
Rockhill Rd
McKee, KY 40447

RE: Public Notice-Public Service Commission of Kentucky (Case No. 2008-00088)

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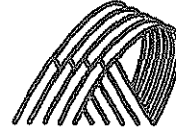
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EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

David & Leslie Matthis
C/O Michael & Janet Byrd
449 Begley Rd
McKee, KY 40447


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Enclosure 1

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EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

Marcella & Woodrow Brocks
P. O. Box 896
McKee, KY 41447

RE: Public Notice-Public Service Commission of Kentucky (Case No. 2008-00088)

East Kentucky Network, LLC d/b/a Appalachian Wireless has applied to the Public Service Commission of Kentucky for a *Certificate of Public Convenience and Necessity* to construct and operate a new facility to provide cellular telecommunications service. The facility will include a 300 foot self supporting tower with attached antennas extending upwards, and an equipment shelter located on a ridge near McKee in Jackson County, Kentucky (37° 25' 54.9" N, 83° 59' 14.1"W). A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property or reside within a 500' radius of the proposed tower.

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EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

Carl A. & Catherine D Howell
426 HWY 587
McKee, KY 41447

RE: Public Notice-Public Service Commission of Kentucky (Case No. 2008-00088)

East Kentucky Network, LLC d/b/a Appalachian Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility to provide cellular telecommunications service. The facility will include a 300 foot self supporting tower with attached antennas extending upwards, and an equipment shelter located on a ridge near McKee in Jackson County, Kentucky (37° 25' 54.9" N, 83° 59' 14.1"W). A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property or reside within a 500' radius of the proposed tower.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. The Commission must receive your initial communication within 20 days of the date of this letter as shown above.

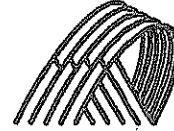
Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to Case No. 2008-00088 in your correspondence.

Sincerely,

Janice Robinson
Technical Site Coordinator
Enclosure 1

EAST KENTUCKY NETWORK
101 TECHNOLOGY TRAIL
LEVEL, KY 41642
PHONE: (606) 874-7550
FAX: (606) 874-7551
EMAIL: INFO@EKN.COM
WEBSITE: WWW.EKN.COM

EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

Ray V. & Doris Neeley
P. O. Box 393
McKee, KY 41447

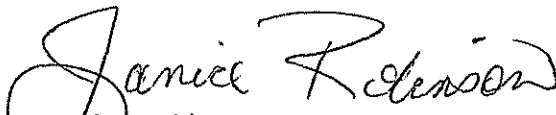
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IVEL, KY 41642
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E-MAIL: INFO@EKN.COM
WEBSITE: WWW.EKN.COM

EAST KENTUCKY
NETWORK



VIA: U.S. CERTIFIED MAIL

PUBLIC NOTICE

March 25, 2008

Carl Gene Cunnagin
P. O. Box 155
McKee, KY 41447

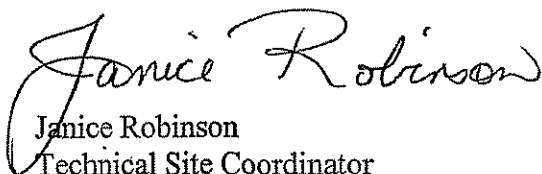
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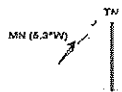
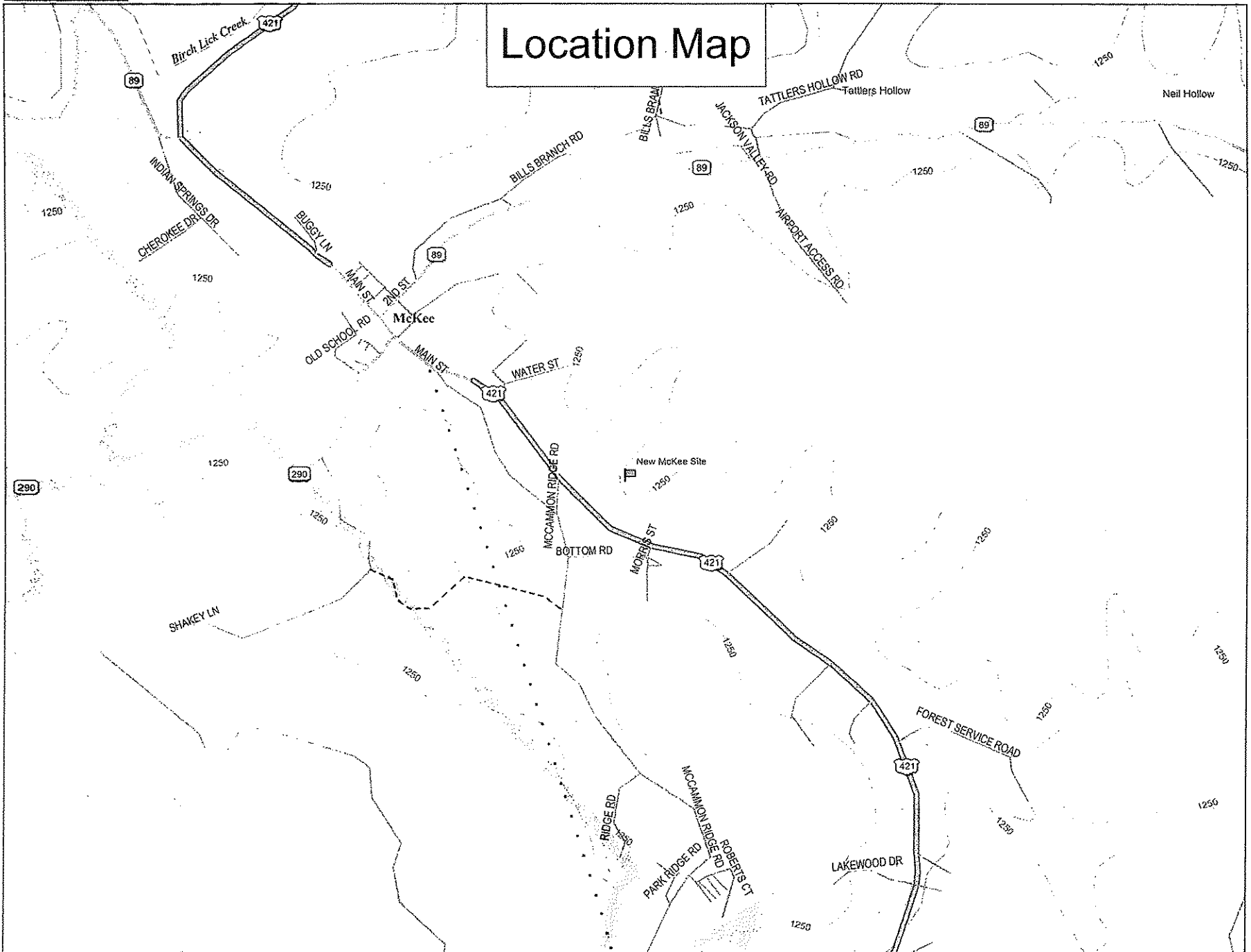
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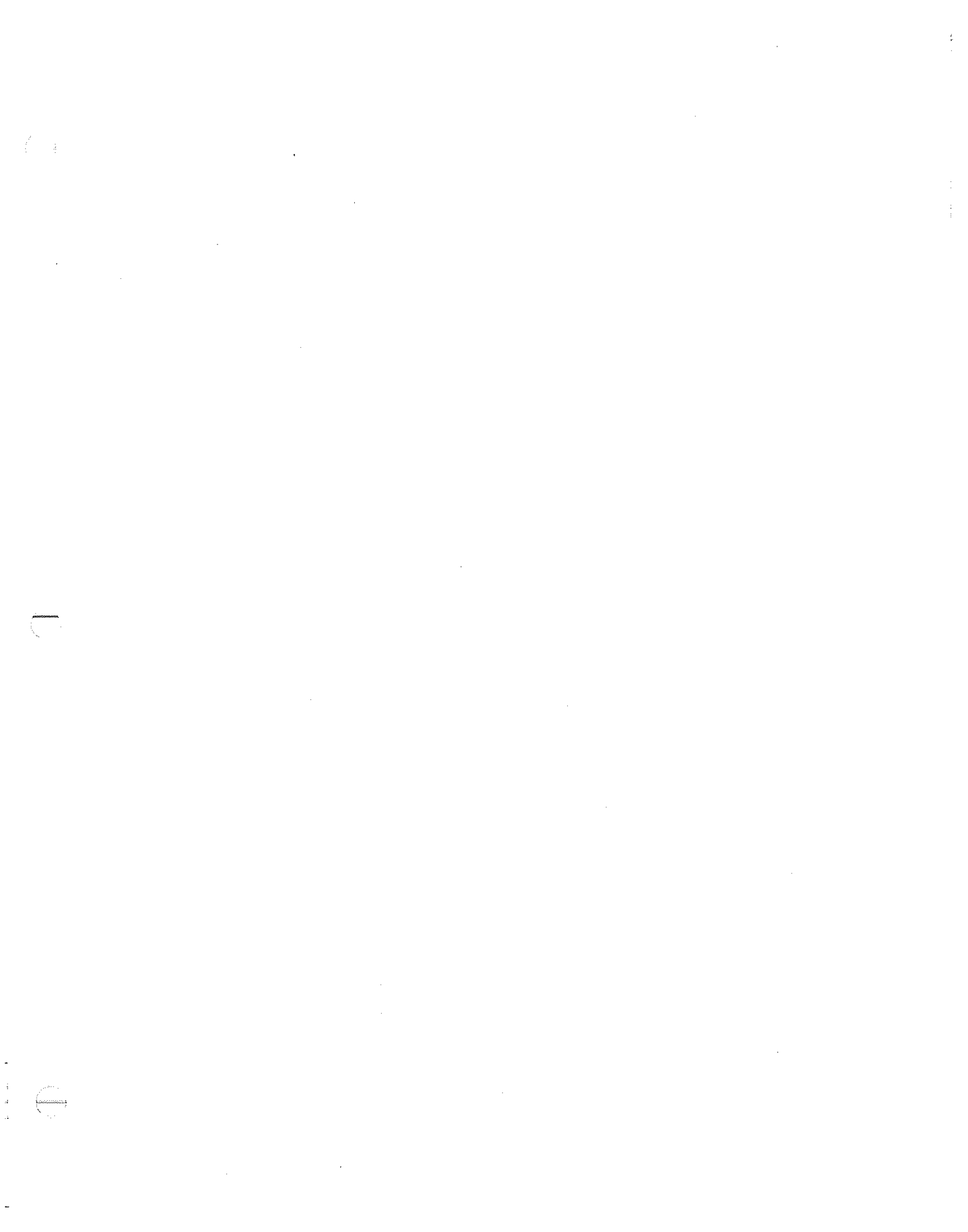
Sincerely,



Janice Robinson
Technical Site Coordinator
Enclosure 1

Location Map





WENDELL R. HOLMES, P.G.
120 Church Street
Whitesburg, KY 41858
(606) 633-1511

February 14, 2008

McKee Tower Site

Purpose:

A site assessment was conducted for Appalachian Wireless on a tract of land located in Jackson County near McKee, Kentucky. The site of the proposed tower is now forestland. The purpose of this investigation was to determine the depth to bedrock and of what type of rock the bedrock consists.

Site Investigation:

The trenching method was used to determine the type of bedrock material at the proposed tower site. A Caterpillar dozer was used to expose the bedrock material. It is approximately 1.00 foot to the sandstone bedrock. (See attached page for descriptions of materials encountered.)

The terrain in Jackson County is slightly to moderately steep. The tower site is located on a ridge one half mile east of McKee on US 421. The sandstone formation below the tower site is approximately 40.00 feet thick based on the information obtained from the site investigation and geological maps of the area.

Conclusions:

The proposed tower site is located on a ridge in the area. The sandstone bedrock on the proposed tower site is part of the Lee Formation, and is middle to lower Pennsylvanian in age. Tests were not conducted to determine the load-bearing strength of the bedrock. However, it is apparent that the tower will be constructed on the sandstone bedrock formation.

The field work for this site was performed by Wendell R. Holmes, using generally accepted methods in the practice of geological science.

Wendell R. Holmes, P.G.



WENDELL R. HOLMES, P.G.

**120 Church Street
Apartment 3
Whitesburg, Ky. 41858
(606)633-1511**

Geologist Log

Location: McKee Tower Site

Unit Thickness	Total depth	Strata	Description
1.00'	1.00'	soil	Yellow and Brown, with sandstone Fragments
40.00'	41.00'	sandstone	Brown, gray and Weathered

62

—

()

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622
APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE
INSTRUCTIONS INCLUDED

Kentucky Aeronautical Study Number

1. APPLICANT -- Name, Address, Telephone, Fax, etc.
East Kentucky Network, LLC
c/o Lukas, Nace, Gutierrez & Sachs, Chtd
1650 Tysons Blvd, Suite 1500
McLean, VA 22102
T: 703-584-8667 F: 703-584-8692

2. Representative of Applicant -- Name, Address, Telephone, Fax
Ali Kuzehkanani
Lukas, Nace, Gutierrez & Sachs, Chtd
1650 Tysons Blvd, Suite 1500
McLean, VA 22102
T: 703-584-8667 F: 703-584-8692

3. Application for: New Construction Alteration Existing
4. Duration: Permanent Temporary (Months _____ Days _____)
5. Work Schedule: Start 4/1/2008 End 4/15/2008
6. Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other _____
Marking/Painting and/or Lighting Preferred:
 Red Lights and Paint Dual - Red & Medium Intensity White
 White - Medium Intensity Dual - Red & High Intensity White
 White - High Intensity Other _____
8. FAA Aeronautical Study Number _____

9. Latitude: 37 ° 25 ' 54 " 9 "
10. Longitude: 83 ° 59 ' 14 " 1 "
11. Datum: NAD83 NAD27 Other _____
12. Nearest Kentucky City: Hargett County Jackson
13. Nearest Kentucky public use or Military airport:
Madison Airport
14. Distance from #13 to Structure: 23.4 miles
15. Direction from #13 to Structure: SE
16. Site Elevation (AMSL): 1,290.00 Feet
17. Total Structure Height (AGL): 170.00 Feet
18. Overall Height (#16 + #17) (AMSL): 1,460.00 Feet
19. Previous FAA and/or Kentucky Aeronautical Study Number(s):

20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)
Site is located approx 0.5 mi (0.8 km) east of McKee (Jackson), KY

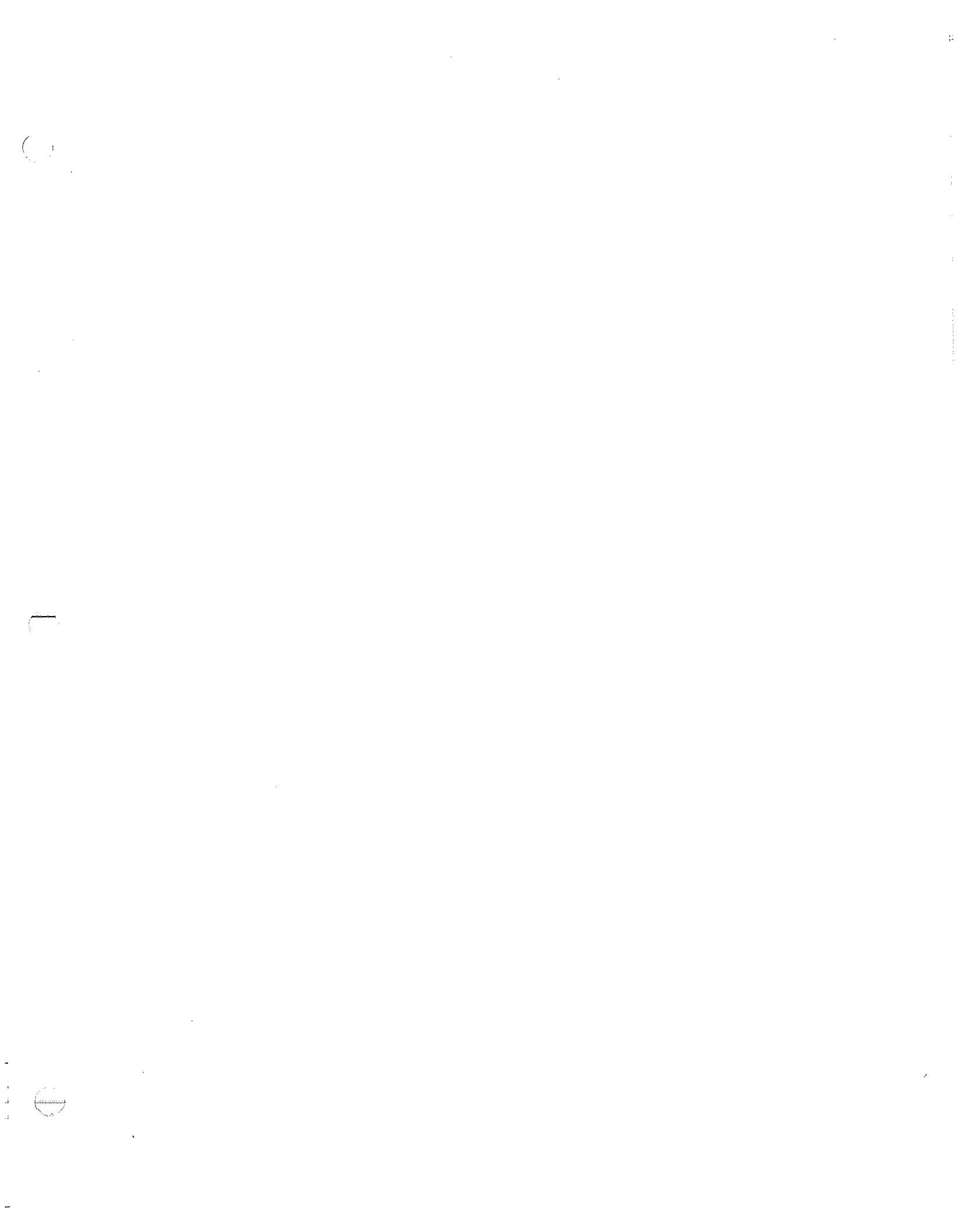
21. Description of Proposal:
The structure will include a 150' tower with top-mounted antennas (overall height of 170' AGL). The ERP will be 500 watts

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
 No Yes, When March 07, 2008

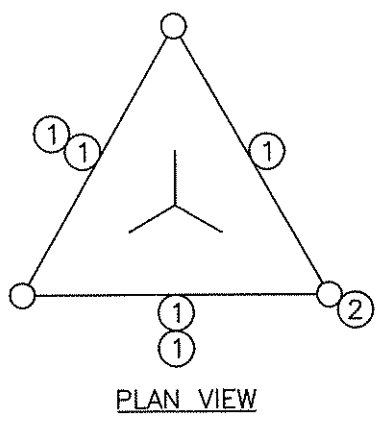
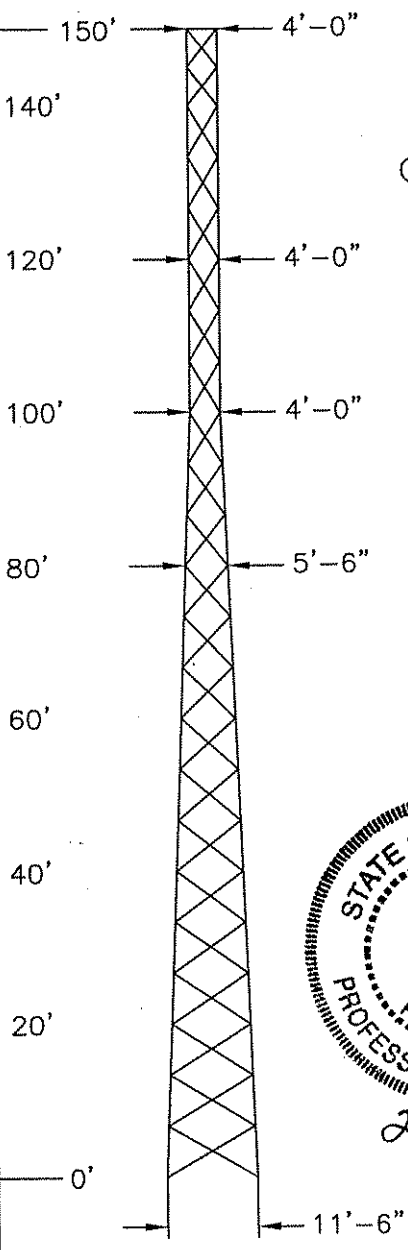
CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.
Ali Kuzehkanani/ Dir of Engineering Ali Kuzehkanani 3/7/2008
Printed Name and Title Signature Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action: Chairman, KAZC Administrator, KAZC
 Approved _____
 Disapproved _____ Date _____

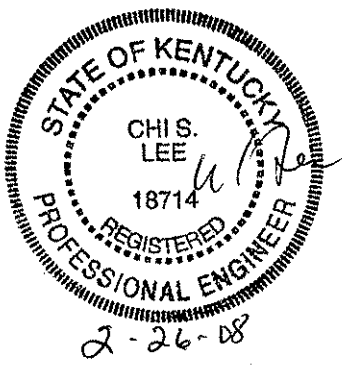


LEG DIA.	Ø2.75"	Ø2.75"	Ø2.5"	Ø2.5"	Ø2.25"	Ø2"	A	
DIAGONALS	L2" x .125"						B	
GIRTS			N/A					
BRACE BOLTS	Ø.625"				Ø.5"			
FLANGE BOLTS			Ø.75"				C	
# OF BAYS			4-BAY : X-BRACED					



PLAN VIEW REF.:
 1) (5) LINES
 2) STEP BOLTS

SYMBOL LIST:	
A) Ø1.75"	
B) L1.75" x .125"	
C) 2 BAY - X BRACED	
BASE REACTIONS:	
TOTAL SHEAR	= 12 KIPS
AXIAL LOAD	= 18 KIPS
UPLIFT / LEG	= 105 KIPS
COMP. / LEG	= 117 KIPS
O.T. MOMENT	= 1106 FT-K



DESIGN NOTES:

- 1) ALL LEGS ARE SOLID ROUND ASTM A-572 GRADE : $F_y \geq 50$ KSI.
- 2) ALL BRACE MATERIAL IS ASTM A-36 : $F_y \geq 36$ KSI.
- 3) ALL BRACE AND FLANGE BOLTS ARE A325-X.
- 4) (6) Ø1" x 6'-0" LONG A36 ANCHOR BOLTS PER LEG.
- 5) TOWER IS DESIGNED FOR A 70 MPH BASIC WIND SPEED IN ACCORDANCE WITH THE TIA/EIA-222-F STANDARD INCLUDING A 0.50" OF RADIAL ICE (WITH REDUCTION).

ELEV.	ANTENNAS	FEEDLINES
150'	(12) 4' X 1' TYP. CELLULAR PANEL	(12) 1-5/8"
140'	(12) 4' X 1' TYP. CELLULAR PANEL	(12) 1-5/8"
130'	(1) 4' SOLID DISH	(1) 1-5/8"
--SEE PLAN VIEW FOR FEEDLINE DISTRIBUTION. --STEP BOLTS UTILIZED FOR CLIMBING WITH SAFETY CLIMB DEVICE.		



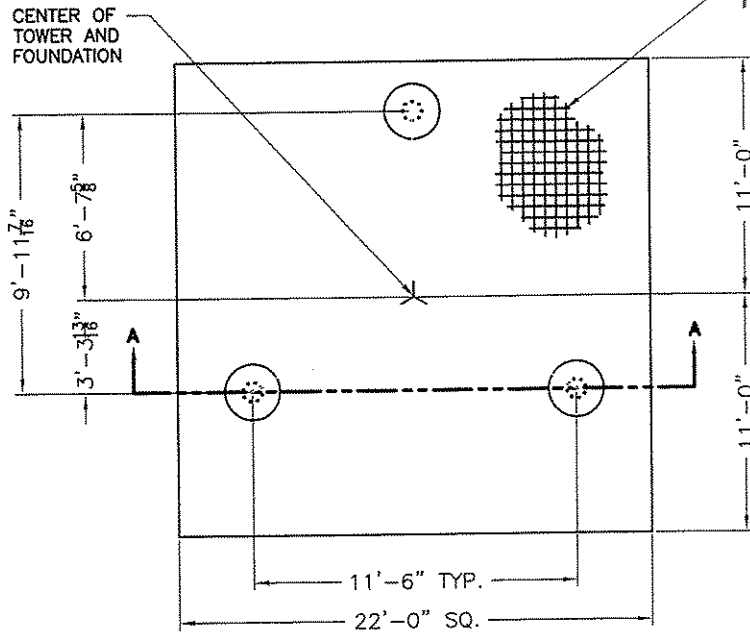
P.O. BOX 25
 HENDERSON, KY 42419
 PHONE: (270) 830-8512
 FAX: (270) 830-8475

SCALE: N.T.S.	PROPRIETARY STATEMENT: THIS DRAWING IS THE PROPERTY OF ALLSTATE TOWER CO. IT IS NOT TO BE REPRODUCED OR COPIED IN ANYWAY WITHOUT PRIOR WRITTEN CONSENT OF ALLSTATE TOWER CO.
TOLERANCE BANDS ALL DIMENSIONS ARE ±1/16" ALL ANGULAR DIM ARE ±1/2° UNLESS OTHERWISE NOTED	CUSTOMER: APPALACHIAN WIRELESS
APPROX. WEIGHT 10.87 KIPS	DESCRIPTION: 150' SELF SUPPORT TOWER
FILE NAME: AB1640 - SELF SUPPORT TOWER	LOCATION: JACKSON COUNTY, KY.
	SITE: MCKEE
	DRAWN BY: J.B.
	DATE: 02/22/2008
	REV: REV. NO.
	REV. DATE: REV. DATE
	JOB NO. AF40833
	SHEET A



P.O. BOX 25
 HENDERSON, KY 42419
 PHONE: (270) 830-8512
 FAX: (270) 830-8475

SCALE: N.T.S.	TOLERANCE BANDS	ALL DIMENSIONS ARE 1/16" UNLESS OTHERWISE NOTED	APPROX. WEIGHT N/A
PROPRIETARY STATEMENT: THIS DRAWING IS THE PROPERTY OF ALLSTATE TOWER CO. IT IS NOT TO BE REPRODUCED OR COPIED IN ANYWAY WITHOUT PRIOR WRITTEN CONSENT OF ALLSTATE TOWER CO.	CUSTOMER: APPALACHIAN WIRELESS	DESCRIPTION: PAD/PIER FOUNDATION DESIGN	LOCATION: JACKSON COUNTY, KY.
DATE: 02/22/2008	DESIGNER: J.B.	REVISIONS:	DATE:
DATE: 02/22/2008	REVISIONS:	DATE:	REVISIONS:
PROPOSAL # AB1640 - FOUNDATION DESIGN	PROJECT: PAD/PIER FOUNDATION DESIGN	CLIENT: JACKSON COUNTY, KY.	DESIGNER: J.B.
PROPOSAL #	PROJECT	CLIENT	DESIGNER
AF40833	REV. DATE	REV. DATE	REV. DATE
B	REV. DATE	REV. DATE	REV. DATE



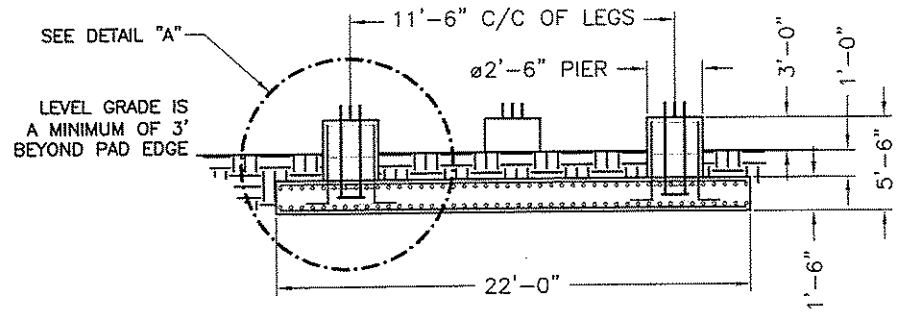
PLAN VIEW

TOTAL VOLUME OF CONCRETE = 29-1/4 YD³

FOUNDATION INSTALLATION/DESIGN NOTES:

- THIS FOUNDATION IS DESIGNED TO MEET ALL STANDARDS SET FORTH BY ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ANSI/TIA/EIA 222-F: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
- THIS FOUNDATION IS DESIGNED UTILIZING THE GEOTECHNICAL REPORT PERFORMED BY WENDELL R. HOLMES, P.G.; DATED 02-14-08. THE FOUNDATION CONTRACTOR SHALL INSTALL THE FOUNDATIONS IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
- ALL WORK PERFORMED FROM THESE DRAWINGS SHOULD BE BY QUALIFIED CONTRACTORS EXPERIENCED IN TOWER FOUNDATION CONSTRUCTION.
- ALL FOOTING EXCAVATIONS SHALL BE MANUALLY CLEANED PRIOR TO PLACING CONCRETE. COMPACT THE EXPOSED SOIL SURFACE AND ANY GRANULAR FILL UNDER THE FOUNDATION TO 95% OF THE MODIFIED PROCTOR DENSITY.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AFTER 28 DAYS. COPIES OF THE CONCRETE CYLINDER TEST REPORTS SHALL BE SENT TO THE RESIDENT ENGINEER / INSPECTOR.
- MINIMUM CONCRETE COVER FOR REINFORCING BARS SHALL BE 3".
- FIELD BENDING OR WELDING OF REINFORCEMENT BARS IS NOT PERMITTED.
- PROVIDE CHAMFERS AT ALL EXPOSED CORNERS OF CONCRETE.
- BACKFILL NEAR AND AROUND THE FOUNDATIONS SHALL BE A WELL GRADED FILL MATERIAL PLACED IN 8" THICK LAYERS THAT HAS BEEN COMPACTED TO 95% OF THE MODIFIED PROCTOR DENSITY PER ASTM D1557.
- SOME DETAIL HAS BEEN PURPOSELY OMITTED TO CLARIFY ILLUSTRATION.

REINFORCEMENT BAR MAT



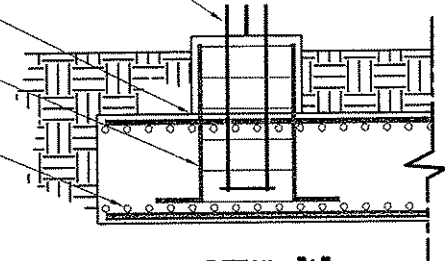
SECTION A-A

(6) ø1" X 6'-0" OVERALL LENGTH ANCHOR BOLTS W/ 3/4" THK BEARING PLATE AT THE BOTTOM OF THE ANCHOR BOLT CLUSTER (5' MIN. ANCHOR BOLT EMBEDMENT).

USE EPOXY BONDING AGENT WHEN POURED SEPERATELY

(6) #7 VERTICAL BARS w/ #3 TIES AT 12" ON CENTER

(22) #7 HORIZONTAL BARS x 21'-6" LONG EQUALLY SPACED EACH WAY AT TOP AND BOTTOM OF MAT. (TOTAL = 88)

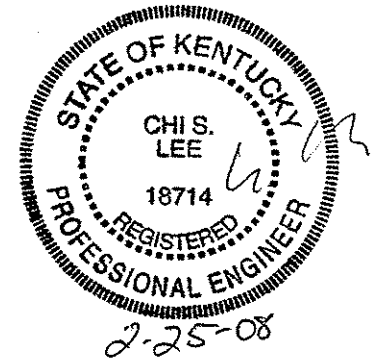


DETAIL "A"

REINFORCEMENT BAR SPLICING:

- ALL LAP SPLICES SHALL CONFORM TO ACI 318 REQUIREMENTS.
- REFER TO CHART BELOW WHEN REINFORCEMENT BAR SPLICING IS NECESSARY.

REINFORCING BAR SIZE	LAP SPLICE LENGTH
3	15"
4	17"
5	21"
6	26"
7	30"
8	36"
9	46"
10	58"
11	71"



1

2

3

LUKAS, NACE, GUTIERREZ & SACHS

ATTORNEYS AT LAW

1650 TYSONS BOULEVARD, SUITE 1500
MCLEAN, VIRGINIA 22102
703 584 8678 • 703 584 8696 FAX

WWW.FCCLAW.COM

RUSSELL D. LUKAS
DAVID L. NACE
THOMAS GUTIERREZ*
ELIZABETH R. SACHS*
GEORGE L. LYON, JR.
PAMELA L. GIST
DAVID A. LAFURIA
TODD SLAMOWITZ*
B. LYNN F. RATNAVALE*
STEVEN M. CHERNOFF*
KATHERINE PATSAS*

CONSULTING ENGINEERS
ALI KUZEHKANANI
LEILA REZANAVAZ
—
OF COUNSEL
LEONARD S. KOLSKY*
JOHN CIMKO*
J. K. HAGE III*
JOHN J. MCAVOY*
HON. GERALD S. MCGOWAN*
TAMARA DAVIS-BROWN*

*NOT ADMITTED IN VA

Writers Direct Dial
(703) 584-8667
akuzehkanani@fcclaw.com

March 7, 2008

Via U.S. Mail

EXPRESS PROCESSING CENTER
Federal Aviation Administration
Southwest Regional Office
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-4298

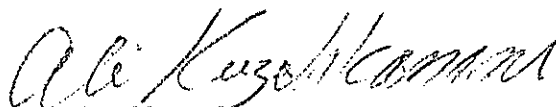
Dear FAA Evaluator:

Enclosed is an FAA Form 7460-1 (Notice of Proposed Construction or Alteration) for a new 170' communications tower structure (150' tower plus 20' antenna) near McKee (Jackson), Kentucky. The site ("McKee") is approximately 0.5 mi (0.8 kilometer) east of the town McKee.

The proponent, East Kentucky Network, LLC, is the licensee for Cellular Block B service in Kentucky 10 - Powell Rural Service Area (KY10B RSA), Market No. 452B. Transmit technology to be employed at this station is CDMA in the Cellular Band B frequency band (880 - 890 MHz and 891 - 894 MHz); the maximum ERP is 500 Watts.

Should you have any questions or require additional information, please do not hesitate to call the undersigned at the above identified telephone number.

Sincerely,


Ali Kuzehkanani
Director of Engineering

Enclosure

cc: East Kentucky Network, LLC
Attention: Marty Thacker and Gerald Robinett

Notice of Proposed Construction or Alteration - Off Airport

Project Name: EAST -000089767-08

Sponsor: East Kentucky Network, LLC

Details for Case : McKee

Show Project Summary

Case Status

ASN: 2008-ASO-1219-OE

Status: Accepted

Date Accepted: 03/07/2008

Date Determined:

Letters: None

Construction / Alteration Information

Notice Of: Construction

Duration: Permanent

if Temporary : Months: Days:

Work Schedule - Start: 04/01/2008

Work Schedule - End: 04/15/2008

State Filing: Filed with State

Structure Summary

Structure Type: Tower

Structure Name: McKee

FCC Number:

Prior ASN:

Structure Details

Latitude: 37° 25' 54.9" N

Longitude: 83° 59' 14.1" W

Horizontal Datum: NAD83

Site Elevation (SE): 1290 (nearest foot)

Structure Height (AGL): 170 (nearest foot)

Marking/Lighting: None

Other :

Nearest City: McKee

Nearest State: Kentucky

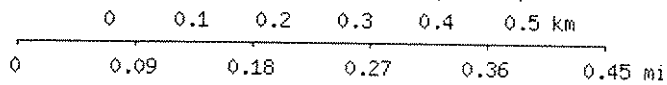
Description of Location: Site is located 0.5 mi (0.8 km) east of McKee (Jackson), KY

Description of Proposal: A new 150' tower with top-mounted antennas (overall height of 170' AGL).

Common Frequency Bands

Low Freq	High Freq	Freq Unit	ERP	ERP Unit
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Specific Frequencies



37° 25' 55"N, 83° 59' 14"W (NAD83/WGS84)

USGS McKee (KY) Quadrangle

Projection is UTM Zone 17 NAD83 Datum



M=-5.257
G=-1.817

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EAST KENTUCKY NETWORK, LLC
DBA APPALACHIAN WIRELESS

FINANCIAL REPORT

December 31, 2006

CONTENTS

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INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS	1
FINANCIAL STATEMENTS	
Balance sheets	2
Statements of income	3
Statements of members' equity	4
Statements of cash flows	5-6
Notes to financial statements	7-13
INDEPENDENT AUDITOR'S REPORT ON THE SUPPLEMENTARY INFORMATION	14
SUPPLEMENTARY INFORMATION	
Statement of income detail	15 and 16

INDEPENDENT AUDITOR'S REPORT

To the Members
East Kentucky Network, LLC
dba Appalachian Wireless
Ivel, Kentucky 41642

We have audited the accompanying balance sheets of East Kentucky Network, LLC, dba Appalachian Wireless as of December 31, 2006 and 2005 and the related statements of income, members' equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of East Kentucky Network, LLC, dba Appalachian Wireless as of December 31, 2006 and 2005 and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Jones, Nale & Mattingly PLC

Louisville, Kentucky
March 15, 2007

**EAST KENTUCKY NETWORK, LLC
DBA APPALACHIAN WIRELESS**

**BALANCE SHEETS
December 31, 2006 and 2005**

ASSETS	<u>2006</u>	<u>2005</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,818,346	\$ 1,046,669
Short-term investments	46,271	43,803
Accounts receivable, less allowance for doubtful accounts of \$567,790 in 2006 and \$375,856 in 2005	2,802,673	1,560,267
Accounts receivable, members (Notes 5 and 6)	37,612	3,149
USF receivable (Note 7)	--	589,913
Inventory	1,584,039	1,056,766
Prepaid expenses	<u>173,657</u>	<u>143,547</u>
Total current assets	<u>\$ 7,462,598</u>	<u>\$ 4,444,114.</u>
 PROPERTY, PLANT AND EQUIPMENT (Note 3)		
Plant in service:		
General support	\$ 18,914,927	\$ 10,633,736
MTSO equipment	13,354,875	11,934,434
Cell equipment	39,339,797	34,785,982
Paging equipment	3,321,068	3,320,416
Fiber ring	6,471,128	6,245,412
Unfinished plant	<u>657,524</u>	<u>3,992,696</u>
	\$ 82,059,319	\$ 70,912,676
Less accumulated depreciation	<u>33,358,066</u>	<u>27,810,940</u>
	<u>\$ 48,701,253</u>	<u>\$ 43,101,736</u>
 OTHER ASSETS		
Investment in affiliated company, RTFC (Note 3)	\$ 862,394	\$ 875,133
Intangible assets, net of accumulated amortization of \$2,646,913 in 2006 and \$2,179,654 in 2005 (Note 2)	4,497,032	4,623,855
Other	<u>27,550</u>	<u>28,669</u>
	<u>\$ 5,386,976</u>	<u>\$ 5,527,657</u>
	<u>\$ 61,550,827</u>	<u>\$ 53,073,507</u>

The Notes to Financial Statements are an integral part of these statements.

**EAST KENTUCKY NETWORK, LLC
DBA APPALACHIAN WIRELESS**

**STATEMENTS OF INCOME
Years Ended December 31, 2006 and 2005**

	2006	2005
REVENUE		
Retail	\$ 24,156,320	\$ 20,908,570
Roamer	6,964,309	6,868,904
Long distance	155,046	177,350
Paging	852,011	1,039,429
Equipment sales, cellular	2,922,817	2,152,962
Equipment sales, paging	27,894	57,632
Other	3,065,078	2,359,809
Total revenue	\$ 38,143,475	\$ 33,564,656
EXPENSES		
Cost of cellular service	\$ 7,888,446	\$ 7,924,553
Cost of paging service	411,177	510,665
Cost of equipment sales, cellular	6,813,457	4,912,998
Cost of equipment sales, paging	58,755	78,428
Customer service	1,330,573	1,208,726
Billing	1,097,834	1,200,135
Selling	2,703,570	2,131,009
Maintenance	1,267,034	1,042,844
Utilities	454,008	354,870
Bad debts	800,268	672,263
Recovery of bad debts	(90,925)	(120,673)
Cell site rental	158,500	135,012
Taxes	565,271	257,247
Advertising	1,574,298	1,139,697
General and administrative	2,238,348	2,249,226
Occupancy	334,981	359,928
Depreciation	5,541,628	4,635,200
Amortization	508,526	495,241
Total expenses	\$ 33,655,749	\$ 29,187,369
Income from operations	\$ 4,487,726	\$ 4,377,287
OTHER INCOME (EXPENSE)		
Interest income	\$ 49,052	\$ 23,915
Interest expense	(821,277)	(795,898)
Universal Service Fund income (Note 7)	3,716,602	589,913
Impairment of goodwill (Note 8)	--	(331,286)
	\$ 2,944,377	\$ (513,356)
Income before taxes	\$ 7,432,103	\$ 3,863,931
Kentucky corporation tax expense	399,157	170,197
Net income	\$ 7,032,946	\$ 3,693,734

The Notes to Financial Statements are an integral part of these statements.

**EAST KENTUCKY NETWORK, LLC
DBA APPALACHIAN WIRELESS**

**STATEMENTS OF MEMBERS' EQUITY
Years Ended December 31, 2006 and 2005**

	Cellular Services, Inc.	Gearhart Communi- cations Company, Inc.	Mountain Tele- communi- cations, Inc.	Thacker- Grigsby Telephone Co., Inc.	Peoples Rural Telephone Coop- erative Corp- oration, Inc.	Total
Balance, January 1, 2005	\$ 6,781,309	\$ 6,781,309	\$ 6,781,309	\$ 6,781,309	\$ 6,781,308	\$33,906,544
Net income	738,747	738,747	738,747	738,746	738,747	3,693,734
Capital distributions	(112,287)	(112,287)	(112,287)	(112,287)	(112,287)	(561,435)
Balance, December 31, 2005	<u>\$ 7,407,769</u>	<u>\$ 7,407,769</u>	<u>\$ 7,407,769</u>	<u>\$ 7,407,768</u>	<u>\$ 7,407,768</u>	<u>\$37,038,843</u>
Net income	1,406,589	1,406,589	1,406,589	1,406,590	1,406,589	7,032,946
Capital distributions	(110,812)	(110,812)	(110,812)	(110,812)	(110,812)	(554,060)
Balance, December 31, 2006	<u>\$ 8,703,546</u>	<u>\$ 8,703,546</u>	<u>\$ 8,703,546</u>	<u>\$ 8,703,546</u>	<u>\$ 8,703,545</u>	<u>\$43,517,729</u>

The Notes to Financial Statements are an integral part of these statements.

**EAST KENTUCKY NETWORK, LLC
DBA APPALACHIAN WIRELESS**

**STATEMENTS OF CASH FLOWS
Years Ended December 31, 2006 and 2005**

	2006	2005
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 7,032,946	\$ 3,693,734
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	5,541,628	4,635,200
Amortization	508,526	495,241
Impairment of goodwill	--	331,286
Changes in assets and liabilities, net of the effects of investing and financing activities:		
(Increase) in accounts receivable	(1,242,406)	(78,367)
Decrease in accounts receivable, members	(34,463)	51,248
(Increase) decrease in USF receivable	589,913	(589,913)
(Increase) in inventory	(527,273)	(230,130)
(Increase) decrease in prepaid expenses	(30,110)	5,012
(Increase) decrease in other assets	13,858	(646)
Increase (decrease) in accounts payable	315,266	(291,123)
Increase (decrease) in accounts payable, member	(37)	2,332
Increase in accrued expenses	656,067	339,038
Increase in accrued state corporation taxes	146,168	85,989
Increase in customer deposits	26,223	139,030
Net cash provided by operating activities	<u>\$ 12,996,306</u>	<u>\$ 8,587,931</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	\$ (11,182,411)	\$ (11,469,668)
Purchase of intangible assets	(340,437)	(299,159)
Proceeds from sale of short-term investments	(2,468)	56,197
Net cash (used in) investing activities	<u>\$ (11,525,316)</u>	<u>\$ (11,712,630)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Capital distributions	\$ (554,060)	\$ (561,435)
Proceeds from long-term borrowings	14,200,000	3,450,000
Payments on long-term borrowings	(13,345,253)	(832,731)
Net cash provided by financing activities	<u>\$ 300,687</u>	<u>\$ 2,055,834</u>
 Net increase (decrease) in cash and cash equivalents	 \$ 1,771,677	 \$ (1,068,865)
Cash and cash equivalents:		
Beginning	<u>1,046,669</u>	<u>2,115,534</u>
Ending	<u>\$ 2,818,346</u>	<u>\$ 1,046,669</u>

The Notes to Financial Statements are an integral part of these statements.

EAST KENTUCKY NETWORK, LLC
DBA APPALACHIAN WIRELESS

STATEMENTS OF CASH FLOWS (Continued)
Years Ended December 31, 2006 and 2005

	<u>2006</u>	<u>2005</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 866,941</u>	<u>\$ 788,610</u>
Cash payments for state corporation taxes	<u>\$ 167,000</u>	<u>\$ 84,207</u>
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Settlement of note payable from impairment of goodwill	<u>\$ --</u>	<u>\$ 400,000</u>
Settlement of accrued interest from impairment of goodwill	<u>\$ --</u>	<u>\$ 56,000</u>

The Notes to Financial Statements are an integral part of these statements.

**EAST KENTUCKY NETWORK, LLC
DBA APPALACHIAN WIRELESS**

NOTES TO FINANCIAL STATEMENTS

Note 1. Summary of Significant Accounting Policies

Nature of operations

East Kentucky Network, LLC, dba Appalachian Wireless, is a Kentucky limited liability company formed by the merger of Appalachian Cellular, LLC, Mountaineer Cellular, LLC and East Kentucky Network, LLC on January 1, 2000. The Company is engaged in cellular telephone communications and paging services to residential and commercial customers located in eastern Kentucky. The Company's five members consist of Cellular Services, Inc.; Gearheart Communications Company, Inc.; Mountain Telecommunications, Inc.; Peoples Rural Telephone Cooperative Corporation, Inc.; and Thacker-Grigsby Telephone Co., Inc.

Cash

The Company maintains its cash balances, which exceed the \$100,000 federally insured limit, with several financial institutions. These financial institutions have strong credit ratings and management believes that credit risk related to the accounts is minimal.

Cash equivalents

For purposes of the statement of cash flows, the Company considers temporary investments having a maturity of three months or less to be cash equivalents.

Short-term investments

Certificates of deposit having original maturities between three and nine months are classified as short-term investments, are carried at cost, which approximates fair value, and are held to maturity.

Inventory

Inventory is composed of cellular telephone equipment, paging equipment, and accessories purchased for resale during the ordinary course of business. The inventory is valued at the lower of cost or market, cost being determined by the first-in, first-out (FIFO) method.

Property, plant and equipment

Property, plant and equipment are recorded at cost. Depreciation is provided using the straight-line method over the estimated useful lives of the assets.

Investment

The investment in affiliated company is composed of equity certificates in Rural Telephone Finance Cooperative and is reported at cost, which approximates fair value.

NOTES TO FINANCIAL STATEMENTS

Note 1. Summary of Significant Accounting Policies (Continued)

Intangible assets

The customer lists, non-compete agreements, FCC licenses, and use of name are recorded at cost and are being amortized over 15 years by the straight-line method. The excess cost over the fair value of the net assets acquired (goodwill) related to paging acquisitions is measured for impairment on an annual basis, and written down, if necessary, to its estimated value at that time. During the prior year, the Company expensed the remaining balance of goodwill as an impairment (see Note 8).

Recognition of revenue

Cellular service and paging revenues are recognized when earned. Monthly access and feature charges are billed one month in advance and recognized as revenue the following month. Revenue from telephone and accessories sold are recognized as revenue upon delivery to the customer.

Advertising

Advertising costs are expensed as incurred. At December 31, 2006 and 2005, these costs were \$1,574,298 and \$1,139,697, respectively.

Income taxes

Under existing provisions of the Internal Revenue Code, the income or loss of a limited liability company is recognized by the members for income tax purposes. Accordingly, no provision for federal income taxes has been provided for in the accompanying financial statements. Effective for years beginning on or after January 1, 2005, the State of Kentucky enacted legislation which now provides for the taxation of limited liability companies' at the entity level. The accompanying financial statements include the related state tax liability under the new regulations.

Use of estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

NOTES TO FINANCIAL STATEMENTS

Note 2. Intangible Assets

Intangible assets consist of the following at December 31, 2006:

	Gross Amount	Accumulated Amortization
Customer lists	\$ 5,363,530	\$ (2,152,951)
Non-compete agreements	220,348	(121,577)
FCC licenses	1,141,593	(330,542)
Use of name	10,000	(4,334)
Other	408,474	(37,509)
	\$ 7,143,945	\$ (2,646,913)

Intangible assets consist of the following at December 31, 2005:

	Gross Amount	Accumulated Amortization
Customer lists	\$ 5,363,530	\$ (1,795,634)
Non-compete agreements	220,348	(106,898)
FCC licenses	1,141,593	(264,446)
Use of name	10,000	(3,668)
Other	68,038	(9,008)
	\$ 6,803,509	\$ (2,179,654)

Aggregate amortization expense related to these intangible assets for the years ended December 31, 2006 and 2005 totaled \$467,259 and \$437,982, respectively. The following represents the total estimated amortization of intangible assets for each of the succeeding five years:

Year ending December 31:

2006	\$ 450,000
2007	450,000
2008	450,000
2009	450,000
2010	450,000

NOTES TO FINANCIAL STATEMENTS

Note 3. Long-Term Debt

Long-term debt consists of the following at December 31:

	2006	2005
Note payable, Fifth Third Bank (a)		
Dated 02/28/06, variable rate (5.41% at 12/31/06)	\$ 14,200,000	\$ --
Notes payable, RTFC (b)		
Dated 11/13/97, variable rate Paid in full 03/01/06	--	194,957
Dated 11/13/97, variable rate Paid in full 03/01/06	--	899,406
Dated 11/13/97, fixed rate Paid in full 03/01/06	--	727,521
Dated 12/31/98, fixed rate Paid in full 03/01/06	--	618,521
Dated 02/13/01, variable rate Paid in full 03/01/06	--	786,457
Dated 02/13/01, variable rate Paid in full 03/01/06	--	932,200
Dated 07/27/01, variable rate Paid in full 03/01/06	--	2,845,311
Lines of Credit, RTFC		
Line of credit, variable rate (c) Paid in full 03/01/06	--	5,000,000
Line of credit, variable rate (d) Paid in full 03/01/06	--	1,750,000
Line of Credit, Fifth Third Bank (e)		
Due 03/28/08, variable rate (5.41% at 12/31/06)	--	--
	\$ --	\$ 13,754,373

(a) On February 28, 2006, the Company borrowed \$14,200,000 to restructure its debt. The note is payable in 10 annual installments of \$1,200,000 for 2007, \$1,400,000 for 2008 through 2012, and \$1,500,000 for 2013 through 2016, with a variable interest rate. The note is collateralized by the assets of the Company.

(b) The notes payable to Rural Telephone Finance Cooperative (RTFC) were secured by mortgage and security agreements that include substantially all of the assets of the Company. In addition, the Company was required to purchase equity certificates in RTFC equal to 5% of the total amounts borrowed. The notes were payable in quarterly installments over 15 years with interest at variable or fixed rates set by RTFC. The notes were paid in full on March 1, 2006.

NOTES TO FINANCIAL STATEMENTS

Note 3. Long-Term Debt (Continued)

- (c) The line of credit agreement with RTFC provided for borrowings up to \$5,000,000. The agreement carried an interest rate at prime, plus one and one-half percent, was unsecured and was renewed June 28, 2004 for 24 months. The line of credit was paid in full on March 1, 2006.
- (d) The line of credit agreement with RTFC provided for borrowings up to \$2,000,000. The agreement carried an interest rate at prime, plus one and one-half percent, was unsecured and due May 16, 2006. The line of credit was paid in full on March 1, 2006.
- (e) The line of credit agreement with Fifth Third Bank provides for borrowing up to \$3,000,000. The agreement carries a variable interest rate, is secured by certain assets of the company, and is due March 28, 2008.

Approximate maturities or payments required on principal under note payable agreements for each of the succeeding five years are as follows:

Year ending December 31:

2006	\$ 1,200,000
2007	1,400,000
2008	1,400,000
2009	1,400,000
2010	1,400,000

Note 4. Retirement Plans

The Company has a 401(k) plan for qualifying employees who have reached twenty-one years of age. Eligible employees are allowed to invest up to 15% of their compensation and the Company has agreed to match 100% of the first 3% of the employees' contribution and 50% of the employees' contribution between 3% and 5%. The Company contributed \$73,607 and \$67,460 matching funds for its 401(k) plan during the years ended December 31, 2006 and 2005, respectively.

The Company also offers an employer sponsored retirement savings plan for qualified employees who have reached twenty-one years of age. The Company has agreed to contribute 9% of the eligible employee's compensation, plus an additional 5% of the original contribution.

The Company contributed \$259,859 and \$221,669 to its retirement savings plan during the years ended December 31, 2006 and 2005, respectively.

NOTES TO FINANCIAL STATEMENTS

Note 5. Related Party Transactions

The Company shares personnel with one of its members. The Company paid \$114,996 and \$132,681 for shared personnel during the years ended December 31, 2006 and 2005 respectively. The Company also leased offices and warehouse space from two members. The leases are for an unspecified length of time. The monthly lease payments total approximately \$7,000. In addition, the Company incurred interconnection and telephone charges from its members aggregating \$752,095 and \$786,283 for the years ended December 31, 2006 and 2005, respectively.

The Company leases two cellular tower sites from the officers and majority shareholders of a member for \$100 per month for each site. The leases are for an unspecified length of time. In addition, the Company leases two other sites from a company owned by this member for \$600 each on a month to month basis.

The Company leases cellular tower sites from the parent company of one of its other members for \$1,039 per month. The leases are for five years with options to renew.

The Company pays commissions to two of its members for phone sales to customers. The amount of commissions paid to related parties was \$45,484 and \$43,873 for 2006 and 2005 respectively.

Note 6. Operating Leases

The Company has entered into operating leases with its members and other customers to provide fiber optic transmission capacity and ancillary services. The terms of these leases are for 15 years.

Total rental income earned from these operating lease commitments included in the statements of income were \$1,130,809 and \$1,254,902 for the years ended December 31, 2006 and 2005, respectively. Rental income earned from the Company's members from these leases was \$631,789 and \$713,599 for the years ended December 31, 2006 and 2005, respectively.

Investments in operating leases are as follows at December 31:

	2006	2005
Fiber ring	\$ 6,471,128	\$ 6,245,412
Accumulated depreciation	(982,379)	(773,028)
	\$ 5,488,749	\$ 5,472,384

The future minimum rental payments expected to be received under these lease agreements for each of the succeeding five years are approximately \$700,000 each year based upon new contracts negotiated during 2005.

NOTES TO FINANCIAL STATEMENTS

Note 6. Operating Leases (Continued)

The Company has also entered into lease agreements with its members to obtain fiber optic transmission and digital microwave transmission services. The terms of these leases are for 15 years.

Rental expenses incurred under these operating lease commitments included in the statements of income were \$194,083 and \$33,329 for the years ended December 31, 2006 and 2005, respectively. The future minimum lease payments required under these lease agreements for each of the succeeding five years are \$115,734 each year.

Note 7. Eligible Telecommunication Carrier

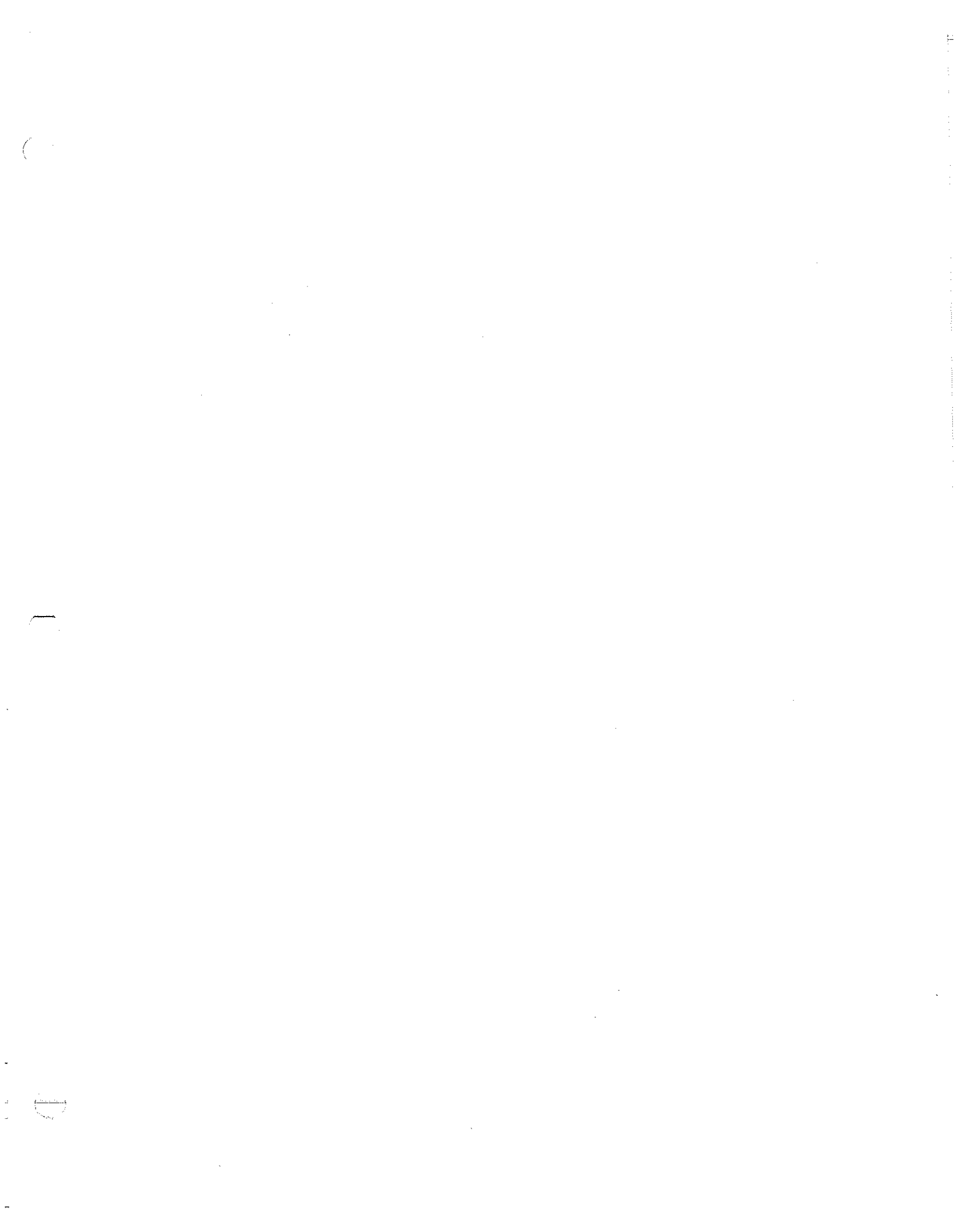
During the prior year, the Company was granted Eligible Telecommunication Carrier (ETC) status by the Kentucky Public Service Commission. As an ETC, the Company receives funding from the federal Universal Service Fund (USF) to support the high cost of providing local telephone service in rural areas. USF payments amounted to \$3,716,602 and \$589,913 for 2006 and 2005 respectively.

Note 8. Impairment of Goodwill

During 2005, the Company completed its annual valuation of the acquired goodwill related to paging acquisitions. Pursuant to the valuation, the Company expensed the remaining balance of goodwill. In management's judgment, the underlying assets associated with the goodwill were determined to be of substantially less value than the amount originally paid. The Company disputed the amount based upon the estimated current market value of the purchased customer lists, which approximates the current amortized book value. Accordingly, the entire balance of the remaining note payable issued as part of the acquisitions, along with the related accrued interest, has been written off due to the impairment of goodwill.

The following is a summary of the impairment of goodwill expense included in the financial statements for the year ended December 31, 2005:

Goodwill	\$ 787,286
Note payable	(400,000)
Accrued interest	(56,000)
	<u>\$ 331,286</u>



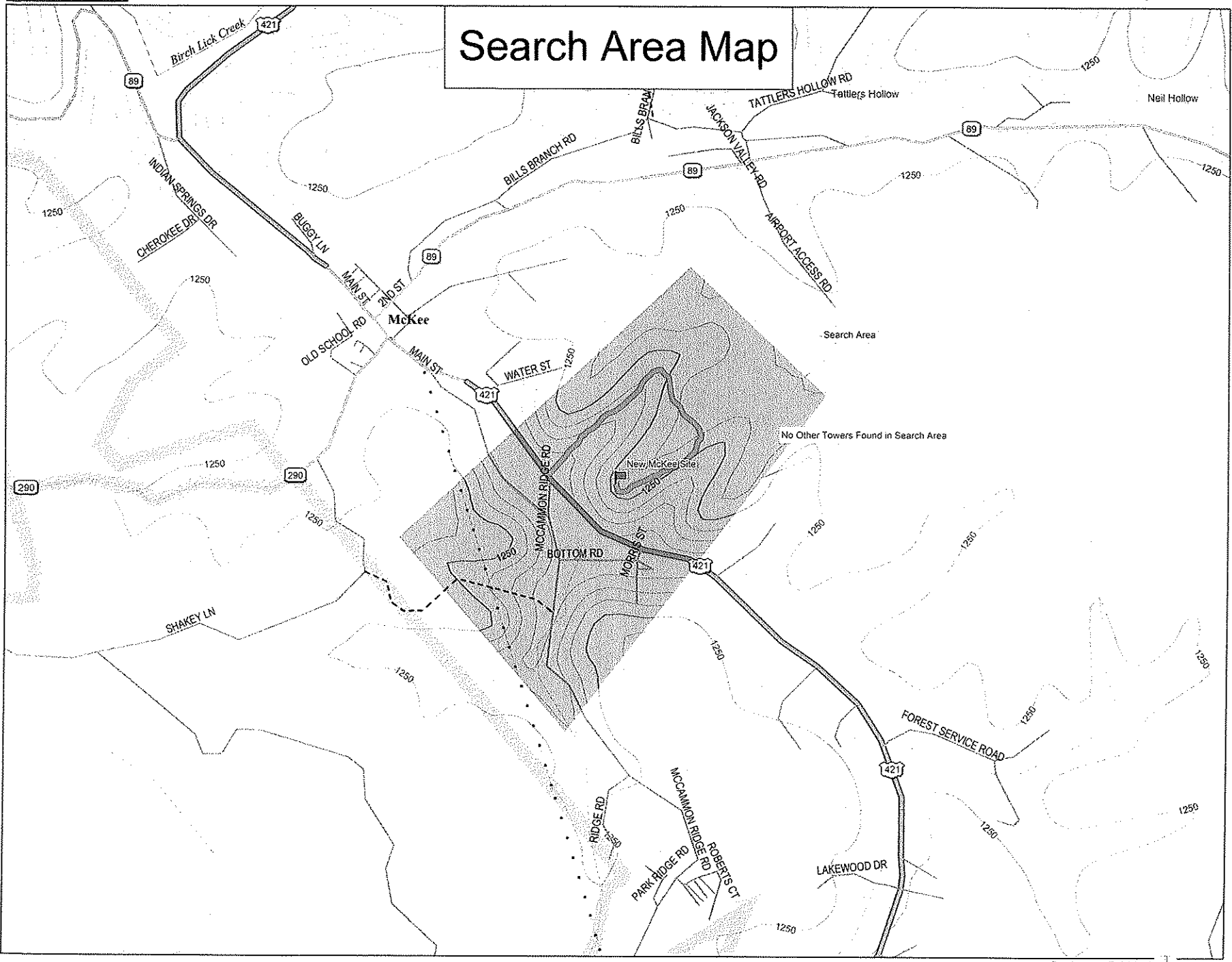
Directions to Down Town McKee Site

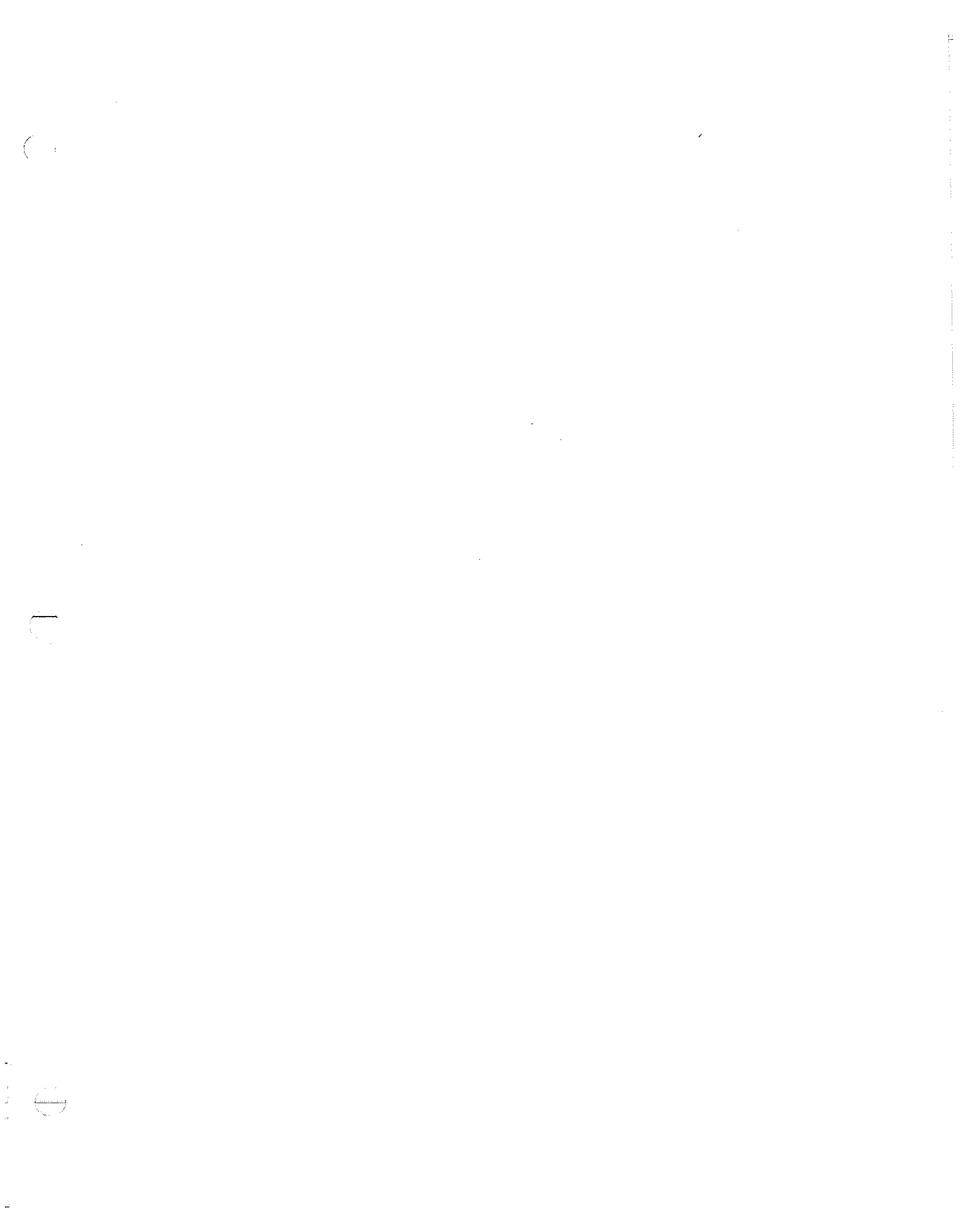
From the Courthouse in McKee Kentucky Take route 421 South .7 miles to Educational Mountain Dr. Turn left onto Educational Mountain Dr. and continue for .5 miles. Turn right into parking lot and continue to the rear of the building. New gravel road turns right and goes .3 miles to tower site.

Directions were written by,

Marty Thacker
Appalachian Wireless
606-438-2355 Ext. 111 (office)
606-634-9505 (cell phone)
m.thacker@tgtel.com (email)

Search Area Map





LAND LEASE AGREEMENT

THIS LEASE is made and executed on the 3rd day of January, 2008 by and between **Jackson County Board of Education**, with a mailing address of Box P.O. Box 217 McKee, Kentucky 40442; hereinafter referred to as "LESSORS", and **East Kentucky Network, LLC**, d/b/a **Appalachian Wireless**, 101 Technology Trail, Ivel, Kentucky 41642, hereinafter referred to as "LESSEE":

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at McKee, Kentucky, and being described as described in Deed Book 181, at Page 435, as recorded in the office of the Jackson County Court Clerk, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty (30) foot wide right-of-way extending from the nearest public right-of-way, U.S. Highway 421 to the demised premises, said demised premises and right-of-way (hereinafter collectively referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the optional right to survey the Property and Premises, and any such survey shall be conducted by a surveyor mutually agreed to between the parties, and such survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided. However, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Three Thousand Six Hundred 00/100 Dollars (\$ 3,600.00) per annum beginning with the date of execution of this Lease Agreement by the parties, to Lessor or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the either party written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Three Thousand Nine Hundred Sixty 00/100 Dollars (\$3,960.00); the second (2nd) five (5) year extension term shall be increased to Four Thousand Three Hundred Fifty-Six 00/100 Dollars (\$4,356.00); the third (3rd) five (5) year extension term shall be increased to Four Thousand Seven Hundred Ninety-One 60/100 Dollars (\$4,791.60); the fourth (4th) five (5) year extension shall be increased to Five Thousand Two Hundred Seventy 76/100 Dollars (\$5,270.76); the fifth (5th) five (5) year extension shall be increased to Five Thousand Seven Hundred Ninety-Seven 84/100 (\$5,797.84) and the sixth (6th) five (5) year extension shall be increased to Six Thousand Three Hundred Seventy-Seven 62/100 Dollars (\$6,377.62).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 25% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing maintaining and operating a communications facilities and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion. and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such

Governmental Approvals should be finally ;rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. To the extent permitted by law each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. The Parties hereby waive any and all rights of action for against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000.00.00 for injury to or death of one or more persons in anyone occurrence and \$500,000 for damage or destruction to property in anyone occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, either party shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given to LESSOR or LESSEE.

11. INTERFERENCE/LESSOR'S USE OF TOWER. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction. Provided, however, that LESSEE hereby agrees, covenants, and/or grants to

LESSOR the right to mount and install a radio antenna on the communications facilities described in paragraph 7 hereof together with such housings, connectors, and cables so as to permit the use of such antenna for school transportation purposes which use is specifically granted and authorized by LESSEE for the duration of this Agreement and any extensions hereof.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises' to its original condition, reasonable wear and tear and casualty excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bonafide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after the notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer.

14. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decides to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property Or affecting LESSOR'S title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no

verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. SUCCESSORS. This Agreement shall extend to and bind the representatives, successors and assigns of the Parties hereto.

19. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

20. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

21. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE

commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

22. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property unless such conditions or concerns are caused by the activities of the LESSEE.

b. To the extent permitted by law, LESSOR shall hold LESSEE harmless and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

23. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

24. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing

this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

25. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations of Kentucky and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises. (In the event of a dispute, Kentucky laws shall apply).

26. SURVIVAL. To the extent permitted, by law, the provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

27. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSORS:

**JACKSON COUNTY BOARD
OF EDUCATION**

BY: 

ITS: 

LESSEE:

**EAST KENTUCKY NETWORK, LLC
d/b/a APPALACHIAN WIRELESS**

BY: 

ITS: General Manager / CEO

STATE OF KENTUCKY
COUNTY OF Jackson

The foregoing Lease Agreement was this 28th day of December, 2007,
produced and acknowledged before me by **Jackson County Board of Education** by
Ralph Hoskins, its Ralph Hoskins, Lessor.

T. R. Kingha
NOTARY PUBLIC
COMMISSION EXPIRES: 5-20-08

STATE OF KENTUCKY
COUNTY OF Floyd

The foregoing Lease Agreement was this 3 day of January, 2008,
produced and acknowledged before me by **East Kentucky Network, LLC, dba**
Appalachian Wireless by Gerald Robiette, its General Manager
Lessee.

Teresa M. Opl
NOTARY PUBLIC
COMMISSION EXPIRES: June 22, 2009

This is to certify that this
instrument was prepared by:

William S. Kendrick
WILLIAM S. KENDRICK, ATTORNEY
FRANCIS, KENDRICK & FRANCIS
P.O. Box 268
Prestonsburg, Kentucky 41653
606/886-2812

STATE OF KENTUCKY

COUNTY OF JACKSON

**Clerk's Certificate of
Lodgment and Record**

I, _____, Clerk of the County for the County and State aforesaid, certify that the foregoing Lease Agreement was on the ____ day of _____, 200__ lodged for record, whereupon the same, with the foregoing and this certificate have been duly recorded in my office.

WITNESS my hand, this ____ day of _____, 200__.

Clerk

By _____ D.C.

**DEED DESCRIPTION
FOR SUB DIVISION OF**

Property of
Jackson county School District
Finance Corporation
P.O. Box 217, McKee, KY 40447

Near highway 421
Near Jackson County Area Technology Center
February 8, 2008

A portion of the property lying within the tract of land located between Pigeon Roost Creek and Bills Br off Indian Creek in Jackson County Kentucky, near the community of Mckee. Being a part of property conveyed by deed from the Board of Education of Jackson County, Kentucky to Jackson County School District Finance Corporation and recorded in Deed Book 181 Page 435 of the Jackson County Court House.

Lot #A1

Unless stated otherwise, any monument referred to herein as "set iron pin with cap" is a set 1/2" diameter rebar, at least eighteen (18") in length, with a plastic cap stamped "LS-2259". All bearings stated herein are referred to the NAD83 KY South State Plane north. This survey preformed by James W. Caudill, LS2259, on February 8, 2008.

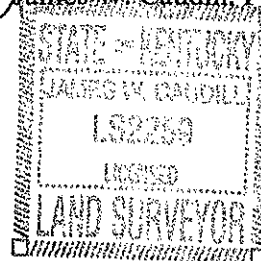
Beginning on a set iron pin with cap on the hillside, said point having a NAD83 KY south state plane coordinate of [N:2045089.078, E:2152270.518] and being located North 47 deg 01 min 12 sec West, 298.99 feet from a found U.S. Forest Service Aluminum Cap on Al rod, cap being stamped #16 (deed book 119 pages 542) and also located North 24 deg 19 min 17 sec East, 251.30 feet from a found set stone at a rock pile; thence severing the land of Jackson County School District Finance Corporation (Book 181 page 435) and thereby running with the line of Jackson County School District Finance Corporation North 88 deg 06 min 35 sec West a distance of 112.18 feet to a set iron pin with cap on point, North 28 deg 10 min 56 sec West, a distance of 60.84 feet to a set iron pin with cap, North 11 deg 26 min 42 sec East, a distance of 109.36 feet to a set "x" chiseled in rock ledge, South 80 deg 39 min 10 sec East, a distance of 113.35 feet to a set iron pin with cap, South 25 deg 52 min 24 sec East, a distance of 80.11 feet to a set iron pin with cap, South 20 deg 29 min 02 sec West, a distance of 79.02 feet to the point of beginning.

Containing a calculated area of 21517 sq ft or 0.49 acres.

This according to a survey by James W. Caudill, PLS #2259, on February 8, 2008.

James W. Caudill
James W. Caudill, PLS #2259

FILED FOR RECORD
THIS 22 DAY OF Feb 2008
AT 11:05 AND RECORDED
IN Lease BOOK NO. 37 AT
PAGE 709
ATTEST: DONALD R. MOORE
BY: Omanda Nuyten D.C.



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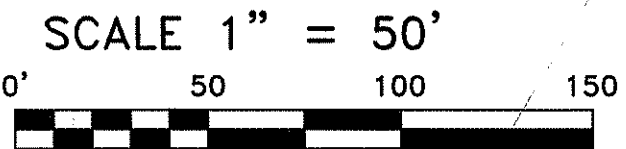
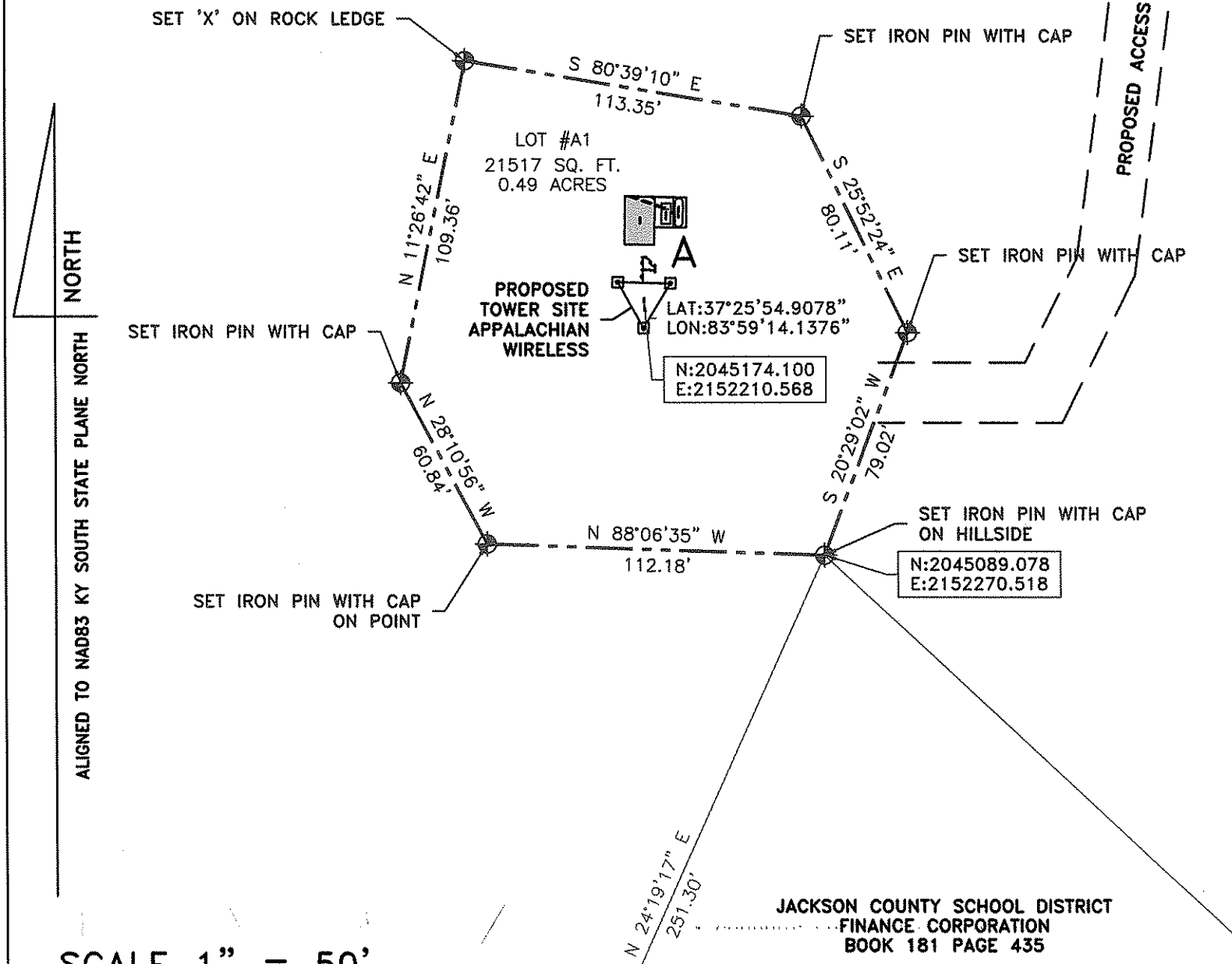
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**SITE SURVEY
STRUCTURE LOCATION
BOARD OF EDUCATION TR
MCKEE IN JACKSON CO.**

JACKSON COUNTY SCHOOL DISTRICT
FINANCE CORPORATION
BOOK 181 PAGE 435

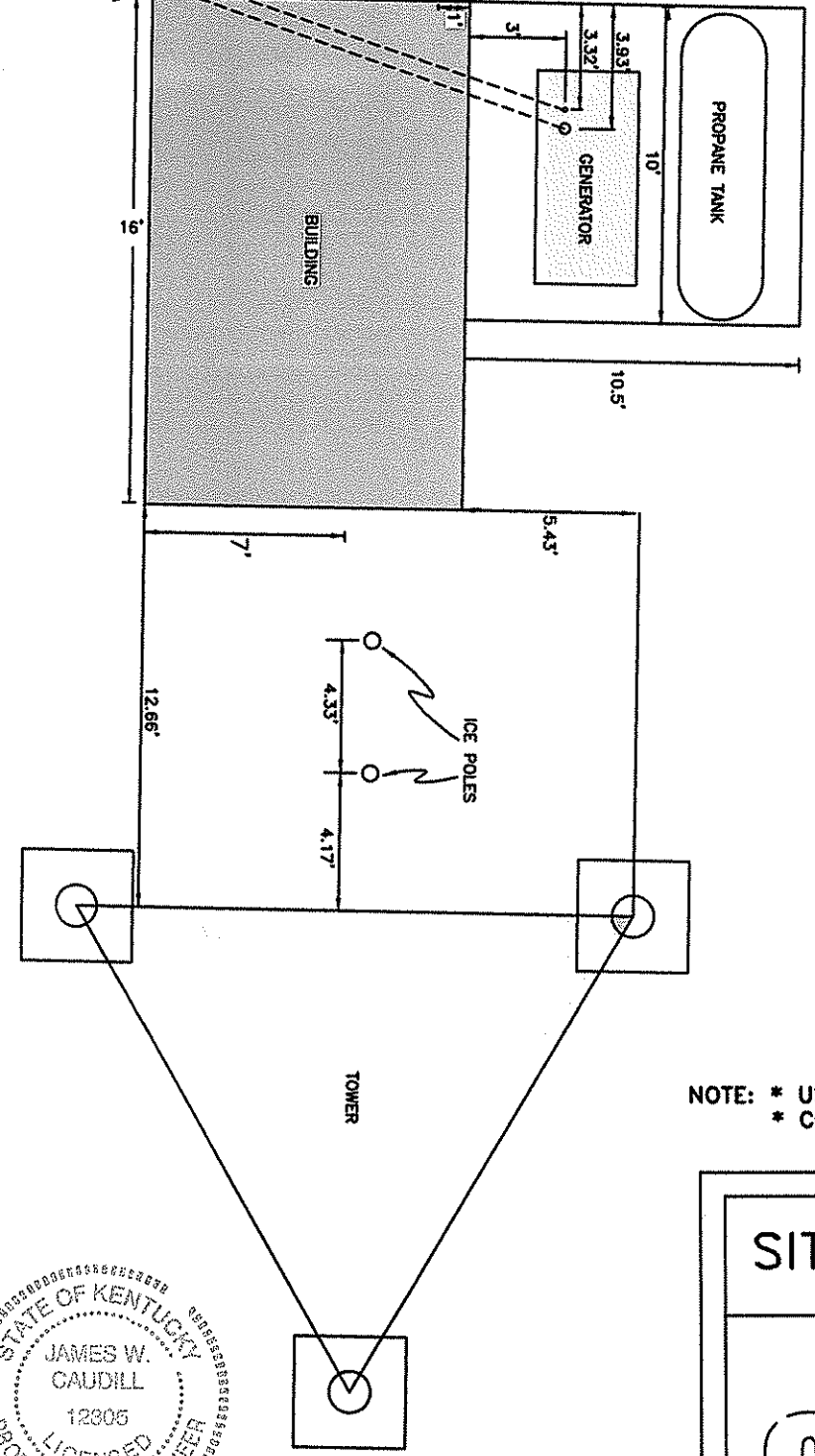
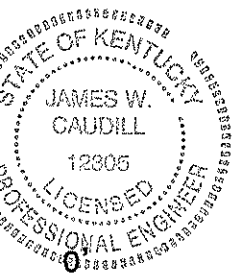
APPALACHIAN WIRELESS
101 TECHNOLOGY TRAIL
IVEL, KY. 41642
PROPOSED TOWER SITE
MCKEE IN JACKSON CO. KY.



- LEGEND**
- SURVEY STA** **FOUND** **SET**
 - IRON PIN WITH CAP (1/8" x .5" REBAR PLASTIC CAP MARKED LS2259)
 - BOUNDARY LINE**
 - ACCESS ROAD**
 - PARENT TRACT LINE**

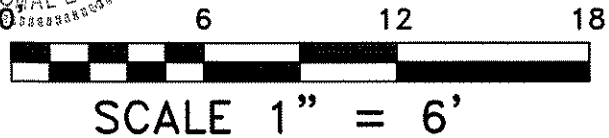
-THE PROPOSED TOWER HAS BEEN LOCATED USING DUAL FREQUENCY GPS UNIT PROCESSED BY "OPUS"
 -STATE PLANE COORDINATES NAD 83 KY SOUTH ZONE N 2045174.10, E 2152210.57, EL 1285 FT MSL
 -PRECISION: HORIZONTAL=0.30' VERTICAL=0.50'
 -PROPERTY LINE INFORMATION TAKEN FROM DEEDS AND VERIFIED IN THE FIELD.

James W. Caudill 12305 2-8-08
JAMES W. CAUDILL P.E. DATE



DETAIL 'A'

NOTE: * USE SWEEPS IN CONDUIT FOR ALL TURNS
 * CONDUITS SHALL BE PLACED 3.25" OUTSIDE CONCRETE SLAB

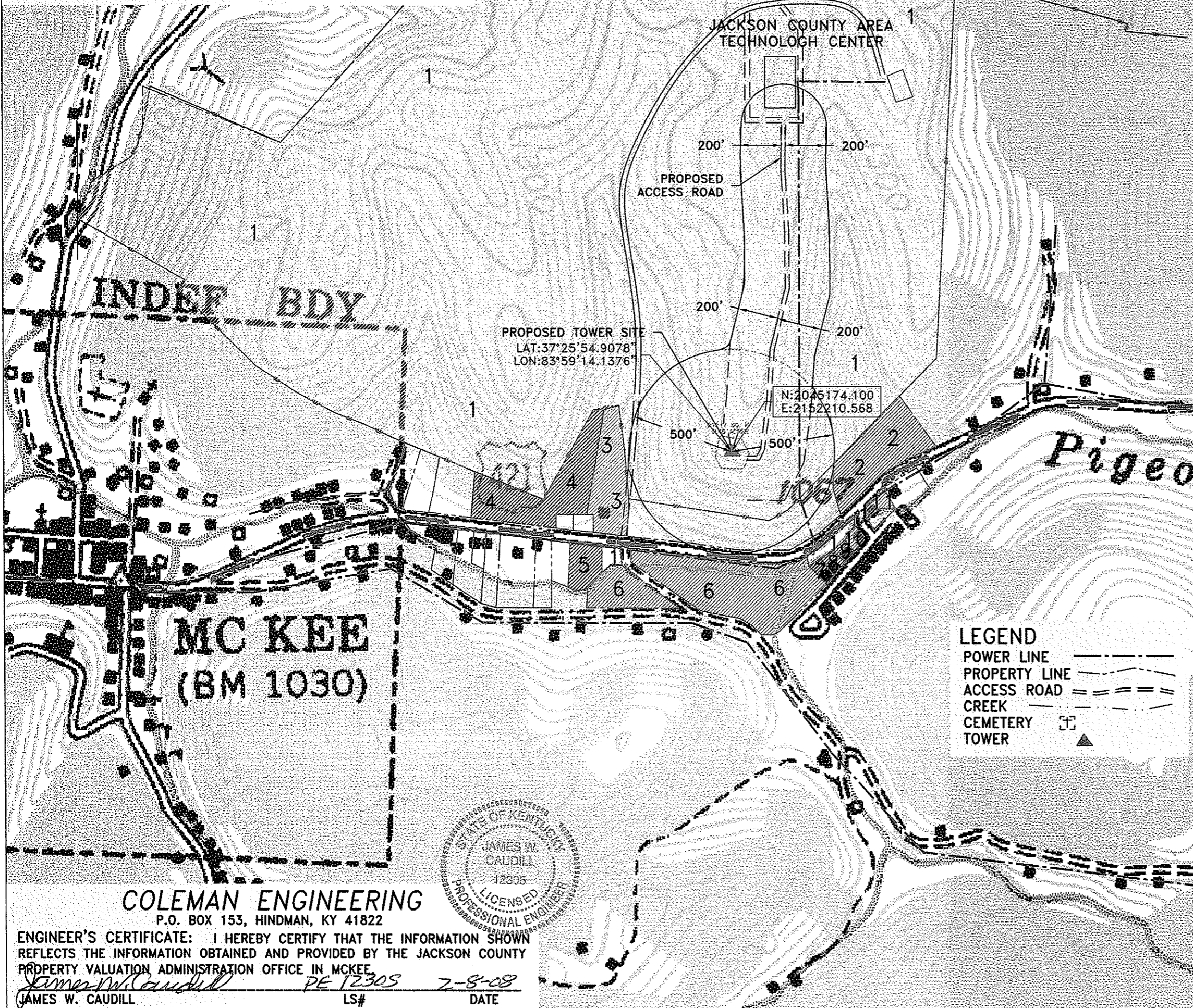


SITE SURVEY/STR LOCATION

COLEMAN ENGINEERING

P. O. BOX 153, HINDMAN, KY 41822

MCKEE 7.5' QUADRANGLE



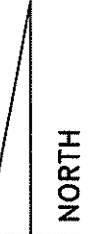
APPALACHIAN WIRELESS

101 TECHNOLOGY TRAIL
IVEL, KY. 41642

PROPOSED TOWER SITE
MCKEE, JACKSON CO OF KY

LAND OWNERS:

- 1 JACKSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION
P.O. BOX 217, MCKEE, KY 40447
- 2 C.E.C.A. 3000 LP
410 BIRGINHAM RD
BURBANK, CA 91504
- 3 CITIZENS BANK
P.O. BOX 697
MCKEE, KY 40447
- 4 JACK T. TIFIELD
151 NELLY BAKER RD
MCKEE, KY 40447
- 5 JIM & PAM HAYS
161 SR587
MCKEE, KY 40447
- 6 BOND MEMORIAL PARK
ROCKHILL ROAD
MCKEE, KY 40447
- 7 DAVID & LESLIE MATTHIS
C/O MICHAEL & JANET BYRD
449 BEGLEY RD, MCKEE, KY 40447
- 8 MARCELLA & WOODROW BROCKS
P.O. BOX 896
MCKEE, KY 41447
- 9 CARL A & CATHERINE D HOWELL
426 HWY 587
MCKEE, KY 41447
- 10 RAY V & DORIS NEELEY
P.O. BOX 393
MCKEE, KY 41447
- 11 CARL GENE CUNNAGIN
P.O. BOX 155
MCKEE, KY 41447



LEGEND

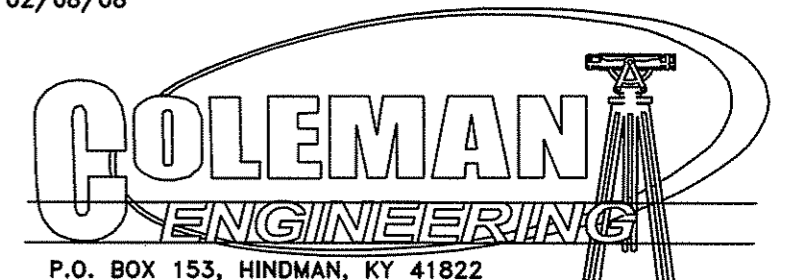
- POWER LINE
- - - PROPERTY LINE
- == ACCESS ROAD
- - - CREEK
- ⊕ CEMETERY
- ▲ TOWER

SCALE 1" = 500'



MAP SHOWING STRUCTURES & LAND OWNERS
WITHIN 500 FT OF THE PROPOSED TOWER

02/08/08

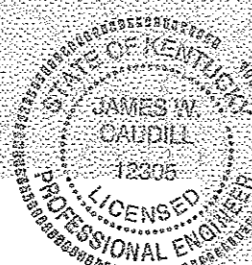


COLEMAN ENGINEERING

P.O. BOX 153, HINDMAN, KY 41822

ENGINEER'S CERTIFICATE: I HEREBY CERTIFY THAT THE INFORMATION SHOWN REFLECTS THE INFORMATION OBTAINED AND PROVIDED BY THE JACKSON COUNTY PROPERTY VALUATION ADMINISTRATION OFFICE IN MCKEE.

James W. Caudill PE 12305 2-8-08
JAMES W. CAUDILL LS# DATE



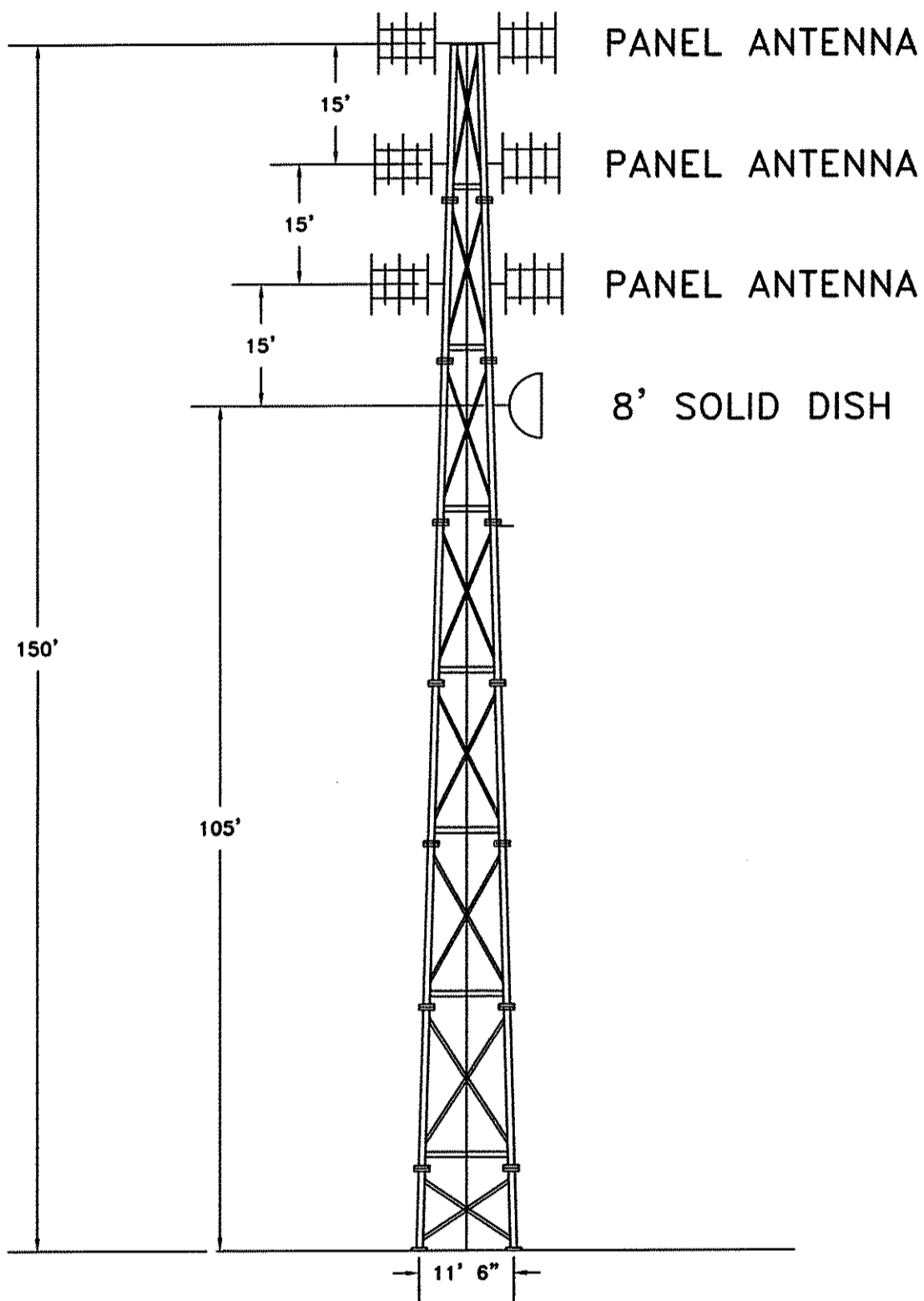
APPALACHIAN WIRELESS

101 TECHNOLOGY TRAIL

IVEL, KY. 41642

PROPOSED TOWER SITE

BD.of ED. Tr. in MCKEE in JACKSON COUNTY



GRAPHIC SCALE

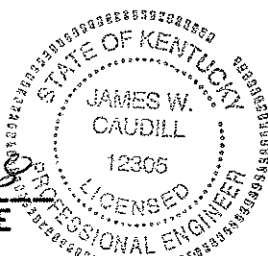


02/08/08

THIS IS A VERTICAL PROFILE SKETCH OF THE TOWER INDICATING THE PROPOSED ANTENNA AND DISH ELEVATIONS. NO DESIGN CRITERIA WAS CONSIDERED IN THE PREPARATION OF THIS DRAWING.

James W. Caudill 12305
JAMES W. CAUDILL P.E.

2-8-08
DATE



VERTICAL PROFILE SKETCH

