

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into this 29th day of August, 2018 ("Effective Date") by and between Warren Rural Electric Cooperative Corporation ("Licensor"), and Commonwealth of Kentucky ("Licensee"). Licensor and Licensee may be referred to hereafter individually as a "Party" and collectively as the "Parties." The attached Terms and Conditions and all associated Exhibits are incorporated herein and made a part hereof by this reference.

Notices. The addresses, facsimile numbers and electronic mail addresses of the Parties to which any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other are as follows:

(a) **Licensor:**

Warren Rural Electric Cooperative Corporation
951 Fairview Avenue
P.O. Box 1118
Bowling Green, KY 42102-1118

With a copy to

Marc A. Lovell
Harlin Parker, Attorneys
519 E. Tenth Avenue
P.O. Box 390
Bowling Green, 42102-0390

(b) **Licensee:**

COMMONWEALTH OF KENTUCKY
Finance & Administration Cabinet
Office of the Secretary
702 Capitol Ave.
Room 383, Capitol Annex
Frankfort, KY 40601

KENTUCKY WIRED PROJECT
Attn: Pole Attachment Coordinator
Ledcor Technical Services
Building C, Suite 100
14400 The Lake Blvd.
Pflugerville, TX 78660

With a copy to

COMMONWEALTH OF KENTUCKY
Finance & Administration Cabinet
Office of General Counsel
702 Capitol Ave.
Room 392, Capitol Annex
Frankfort, KY 40601

LEDCOR TECHNICAL SERVICES
Attn: Ledcor Legal Department
1200-1067 West Cordova
Vancouver, BC
V6C-1C7
Canada

KENTUCKY COMMUNICATIONS NETWORK AUTHORITY (KCNA)
209 Saint Clair Street – 4th Floor
Frankfort, KY 40601

Term of Agreement. The term of this Agreement is thirty (30) years from the Effective Date until (if not lawfully terminated sooner), and thereafter from year to year, unless terminated by either Party by giving notice of its intention to terminate at least six months prior to the end of any period.

Applicable Law. This Agreement is deemed executed in the State of Kentucky and shall be construed under the laws of the State of Kentucky, without regard to its conflict of laws principles. Any legal action regarding enforcement of this Agreement shall be commenced and heard by the Circuit Court of Franklin County, Kentucky ("Court"), and the Parties consent and submit to the jurisdiction and venue of the Court.

Fees

Pole Attachment Rental Fee	\$26.48 for 1-foot space per attachment per year, subject to annual review by the Licensor and approved by Tennessee Valley Authority.
Unauthorized Attachment Fee	Pole Attachment Rental Fee plus 30% per Unauthorized Attachment per year for the duration of the unauthorized attachment.

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR

By: W. Scott Ramsey
(Signature)
Title: President & CEO
Print Name: W. Scott Ramsey
Date: _____

LICENSEE

By: William M Randolph III
(Signature)
Title: Sec, Fin Admin
Print Name: William M RANDOLPH III
Date: 29 Aug 2018

ATTEST:

Penny Baschert
Signature
Penny Baschert, Notary
Print Name/Title

Brandy Bohl
Signature
Brandy Bohl
Print Name/Title

**APPROVED AS TO
FORM & LEGALITY** 2018

Fabrick McI...

**APPROVED
FINANCE & ADMINISTRATION CABINET**

Table of Contents

LICENSE AGREEMENT.....	1
TERMS AND CONDITIONS.....	8
1. DEFINITIONS.....	8
1.1. Application.....	8
1.2. Attached Pole.....	8
1.3. Attachment.....	8
1.4. Authorization.....	8
1.5. Business Day.....	8
1.6. Control.....	8
1.7. Default.....	8
1.8. Distribution Pole.....	8
1.9. Drop/Lift Pole.....	8
1.10. Licensor Practices.....	8
1.11. Make Ready Costs.....	8
1.12. Make Ready Estimate.....	9
1.13. Make Ready Work.....	9
1.14. Overlapping.....	9
1.15. Pole Attachment Rental Fee.....	9
1.16. Required Authorizations.....	9
1.17. Services.....	9
1.18. Term.....	9
1.19. Tree Trimming.....	9
1.20. Unauthorized Attachment.....	9
1.21. Unauthorized Attachment Fee.....	9
2. PURPOSE.....	9
3. LICENSOR OBLIGATIONS.....	9
3.1. Quiet Enjoyment.....	9
3.2. Diligence and Good Faith.....	10
3.3. Access to Distribution Poles; Easements.....	10
3.4. Maintenance of Attached Poles.....	10
4. LICENSEE OBLIGATIONS.....	10
4.1. Use of Attachments.....	10
4.2. Compliance with Applicable Rules.....	10
4.3. Technical Requirements and Specifications.....	10
4.4. Assumption of Risk.....	11
4.5. Safety Precautions.....	11
4.6. Qualifications of Employees, Agents and Contractors.....	11
4.7. Identification Markers.....	12
4.8. Notification of Attachments.....	12

5.	MUTUAL OBLIGATIONS	12
6.	ESTABLISHING ATTACHMENT TO POLES	12
6.1.	Pole Attachment Application.....	12
6.2.	Decision Regarding Application.....	12
6.3.	Make Ready Estimate	13
6.4.	Tree Trimming.....	14
6.5.	Overlapping.....	14
7.	PAYMENT PROVISIONS	14
7.1.	Pole Attachment Rental Fee.....	14
7.2.	Payment Period.....	14
7.3.	Fee Increases.....	14
8.	INSPECTIONS	14
8.1.	Right to Conduct.....	14
8.2.	Safety Violations.....	15
9.	AUDITS	15
9.1.	Right to Conduct Audits	15
9.2.	Review of Records in Lieu of Audit.....	15
10.	UNAUTHORIZED ATTACHMENTS	15
10.1.	Unauthorized Attachment Fee	15
10.2.	Licensors Failure to Act	15
11.	REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES	16
11.1.	Replacement or Relocation of Poles.....	16
11.2.	Replacement and Relocation Costs.....	16
11.3.	Vacating Pole Space	16
11.4.	Costs for Installation, Removal and Transfer of Licensee's Attachments.....	16
11.5.	Costs for Rearrangement of Other Facilities	16
12.	ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES	16
12.1.	Right to Abandon or Remove; Licensee Obligations	16
12.2.	Governmental Requirement to Remove.....	17
12.3.	Governmental Requirement to Shorten Pole	17
12.4.	Removal of Attachments	17
13.	REPRESENTATIONS, WARRANTIES AND COVENANTS	17
13.1.	Common Representations	17
13.2.	Required Authorizations	18
13.3.	LIMITATIONS ON WARRANTIES.....	18

14.	INDEMNIFICATION	18
14.1.	Licensee Indemnification.....	18
14.2.	Licensor Indemnification.....	18
14.3.	Notice.....	18
15.	LIMITATIONS ON DAMAGES.....	18
16.	INSURANCE.....	19
16.1.	Insurance Requirement	19
16.2.	Certificate of Insurance.....	19
16.3.	Responsibility for Contractors	19
16.4.	No Limitation on Indemnities.....	20
17.	DEFAULTS	20
17.1.	Licensee Default	20
17.2.	Licensee Cure Period	20
17.3.	Termination Because of Licensee Default.....	20
17.4.	Reimbursement for Licensor Work	20
17.5.	Licensor Default	20
18.	TERMINATION OF AGREEMENT	20
19.	WAIVER OF TERMS OR CONDITIONS	21
20.	MODIFICATIONS.....	21
21.	PAYMENT OF TAXES	21
22.	NOTICES	21
23.	CONFIDENTIALITY	21
24.	FORCE MAJEURE.....	22
25.	CONSTRUCTION OF AGREEMENT	22
26.	OWNERSHIP RIGHTS.....	22
27.	THIRD PARTY BENEFICIARIES	22
28.	SEVERABILITY	22
29.	PRIOR AGREEMENTS SUPERSEDED.....	22

30. ASSIGNMENT AND TRANSFER 23

31. FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS 23

32. SURVIVAL; LIMITATIONS ON ACTIONS..... 23

EXHIBITS

Exhibit 1.1 (Pole Attachment Application)..... 24
Exhibit 1.10 (Licensor Rules and Practices for Attachments) 25
Exhibit 1.12 (Make Ready Estimate and Acceptance of Make Ready Estimate)..... 27

TERMS AND CONDITIONS

1. DEFINITIONS

The following definitions shall apply to this Agreement. Capitalized terms not defined herein shall have the meaning otherwise set forth in the Agreement.

1.1. Application. The Pole Attachment Application Form attached hereto at Exhibit 1.1 that must be completed by Licensee and approved by Licensor in writing before Licensee may attach to or make use of any of Licensor's Distribution Poles under this Agreement.

1.2. Attached Pole. A Distribution Pole owned or maintained by Licensor that contains at least one attachment by an entity other than Licensor.

1.3. Attachment. Each affixation of Licensee's cables, strands, wires and associated apparatus to Licensor's Distribution Poles.

1.4. Authorization. Licensor's grant of authority to Licensee to affix Attachments to Licensor's Distribution Poles in accordance with the terms of this Agreement.

1.5. Business Day. All days except Saturday, Sunday and officially recognized Federal legal holidays.

1.6. Control. With respect to any entity, the possession, directly or indirectly, of: (a) 50% or more of its ownership interests; or (b) the power to direct or cause the direction of management and policy, whether through the ownership of voting securities, partnership interests, by contract or otherwise.

1.7. Default. When either Party: (i) fails to perform any of its covenants or obligations set forth in this Agreement, (ii) makes any representation or warranty in this Agreement that is untrue or incorrect, (iii) files a bankruptcy petition in any bankruptcy court proceeding, or (iv) admits in writing its inability to pay its debts when due or its intention not to comply with any requirement of this Agreement.

1.8. Distribution Pole. A pole bearing electric distribution lines and having a voltage rating of or below 34.5 kV.

1.9. Drop/Lift Pole. An ancillary pole necessary to extend service from a Distribution Pole to an individual customer(s).

1.10. Licensor Practices. Licensor's rules and practices for Attachments as set forth in Exhibit 1.10 attached hereto.

1.11. Make Ready Costs. All costs necessary for Licensor to prepare its Distribution Poles for Licensee's Attachments, including the costs of materials, labor, engineering, supervision, and overhead expenses. Any tree trimming necessary for the installation of the attachment or cable will be the responsibility of the Licensee. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements in Section 4.3 hereto. Also included among "Make Ready Costs" are the costs of installing or changing out primary

poles, secondary poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications of Section 4.3.

1.12. Make Ready Estimate. The estimate prepared by Licensor for all Make Ready Work that may be required by Licensor to accommodate Licensor's Distribution Poles for attachment by Licensee, in the form set forth in Exhibit 1.12.

1.13. Make Ready Work. All work required by Licensor to accommodate Licensor's Distribution Poles for attachment by Licensee.

1.14. Overlashing. The practice whereby a service provider physically ties or otherwise attaches new wiring to wiring that already has been affixed to a Distribution Pole.

1.15. Pole Attachment Rental Fee. The annual amount per attached pole that Licensee must pay to Licensor pursuant to this Agreement in order to affix each Attachment to Licensor's Distribution Poles.

1.16. Required Authorizations. All legally required authorizations that Licensee must obtain from federal, state, county or municipal authorities, public or private landowners, or other third parties, to erect, operate and maintain its Attachments, and to provide the Services, including all required franchises, consents, easements, and certificates of convenience and necessity.

1.17. Services. Telecommunications, Internet, data transmission or other similar services or combination of services provided by Licensee.

1.18. Term. The period during which this Agreement remains in effect.

1.19. Tree Trimming. Any clearing or reclearing of existing rights-of-way or easements for the establishment and maintenance of Attachments shall be the responsibility of the Licensee. In its sole judgment Licensor will only clear or reclear rights-of-way or easements.

1.20. Unauthorized Attachment. Any affixation of any Licensee facility of any nature to any property of Licensor, including Distribution Poles, which has not been authorized by Licensor as required by this Agreement. Unauthorized Attachments may include facilities affixed to Licensor's property prior to the Effective Date of this Agreement.

1.21. Unauthorized Attachment Fee. The fee to be paid by Licensee for each Unauthorized Attachment.

2. PURPOSE

The purpose of this Agreement is to allow Licensee to install and maintain Attachments on Licensor's electric Distribution Poles in Licensee's Service Area for the limited purpose of providing Licensee's Services.

3. LICENSOR OBLIGATIONS

3.1. Quiet Enjoyment. Subject to the terms and conditions of this Agreement, and throughout the Term of this Agreement, Licensor shall not intentionally disturb Licensee's authorized Attachments,

except as such disturbance may be necessary in an emergency or natural disaster situation, provided that Licensee is performing in accordance with all terms and conditions of this Agreement.

3.2. Diligence and Good Faith. Consistent with the terms and conditions of this Agreement, Licensor shall in good faith diligently pursue all reasonable measures to accommodate Licensee's authorized Attachments.

3.3. Access to Distribution Poles; Easements. Each Party shall be responsible for obtaining its necessary rights-of-way and easements. Licensor agrees to share with Licensee, but only to the extent permitted by applicable law, such easements or similar rights as Licensor may have on, over or under the property of third parties where the facilities of Licensor that are the subject of this Agreement may be located ("Utility Easements"); provided, however, that Licensee's right to use such Utility Easements shall be at all times limited to such purposes and uses as such Utility Easements may permit and shall be subject and subordinate to Licensor's prior rights. Licensor makes no representation or warranty of any kind or description with respect to any such Utility Easement or to any right Licensee may or may not have to share the use of such Utility Easements. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's Distribution Poles because Licensee failed to obtain appropriate rights-of-way or easements. To the extent Licensee makes any use of such Utility Easements, Licensee assumes all risks associated with Licensee's right to do so. To the maximum extent permitted by applicable law, including, without limitation, Section 177 of the Kentucky Constitution, Licensee waives and releases Licensor from, and shall indemnify Licensor for, any claims or liabilities of any kind or description associated with the grant made by Licensor hereunder. Licensor may require Licensee to demonstrate that it has secured any necessary rights-of-way or easements prior to authorizing any Attachments. If such a requirement is imposed, the time for Licensor to respond to Licensee's Application shall be tolled pending Licensee's response.

Consistent with the terms and conditions of this Agreement, Licensor shall permit Licensee access to Licensor's Distribution Poles and the Utility Easements. Further, Licensee's use of the Utility Easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Licensor and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO DISTRIBUTION POLES AND THE UTILITY EASEMENTS, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO OTHER PROPERTY OF LICENSOR.

3.4. Maintenance of Attached Poles. At its own expense, Licensor shall maintain the Attached Poles, and replace, reinforce or repair such poles as Licensor becomes aware that they are defective, in Licensor's sole judgment.

4. LICENSEE OBLIGATIONS

4.1. Use of Attachments. Licensee shall use the Attachments solely to provide the Services.

4.2. Compliance with Applicable Rules. Licensee shall comply with all federal, state, and local rules, regulations and ordinances and all technical rules and specifications applicable to Licensee's affixation of Attachments to Licensor's Distribution Poles as authorized herein.

4.3. Technical Requirements and Specifications.

(a) At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable technical requirements and specifications, including, but not limited to:

- (i) requirements and specifications of the National Electrical Safety Code (“NESC”), the National Electrical Code (“NEC”), the Occupational Safety and Health Act (“OSHA”) and Rural Utilities Service (“RUS”), and to the extent such requirements or specifications may conflict, then the most stringent of the NESC, NEC, OSHA or RUS requirements and specifications;
 - (ii) any amendments or revisions of, or successor(s) to, the requirements and specifications of the NESC, NEC, OSHA, and RUS;
 - (iii) the Licensor Practices set forth in Exhibit 1.10; and
 - (iv) any current or future rules or orders of any federal, state or local authority having jurisdiction.
- (b) Licensee shall bring into conformity as soon as practical following notice by Licensor, and no later than **60 days**, any existing Attachments of Licensee that do not conform to the technical requirements and specifications listed in this section. In the event that Licensee fails to comply with this requirement, Licensor in its sole discretion may elect to bring such Attachments into compliance and Licensee shall reimburse Licensor for all costs related thereto. Failure by Licensor to inspect Licensee’s conformance to the technical requirements and specifications listed in this section or to take action on its own to bring such Attachments into compliance shall not cause Licensor to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of compliance and indemnification hereunder.
- (c) The Licensor Practices may be amended from time to time by Licensor as necessary in its sole discretion to promote the safe and efficient operation of its electric distribution system, including the Distribution Poles, without resort to the provisions of Section 20 (Modifications), and Licensee agrees to be bound by any such amendment. In the event that Licensor amends the Licensor Practices set forth in Exhibit 1.12, Licensee shall make all required modifications within thirty (30) days after receipt of notice thereof from Licensor.

4.4. Assumption of Risk. Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, agents, contractors or subcontractors. Licensee assumes all risks related to the construction, operation and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Licensor.

4.5. Safety Precautions. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee’s Attachments, and to avoid interference to Licensor’s safe and efficient operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Licensee shall notify Licensor within **10 days** of such injury, damage or interference. (In the event an injury that requires treatment at a medical facility or an electrical contact occurs, Licensor should be notified immediately). At Licensor’s option, Licensee shall promptly **within 30 days of invoice** either (i) repair such damage and/or resolve such interference, or (ii) compensate Licensor for the cost of repairing any such damage and/or resolving such interference, and shall indemnify Licensor as provided in Section 14.1.

4.6. Qualifications of Employees, Agents and Contractors. Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments have been

certified or trained by an entity acceptable to Licensor to work in the vicinity of electric Distribution Poles. Licensee shall produce proof of such certification or training upon Licensor's request.

4.7. Identification Markers

- (a) Licensee shall place and maintain permanent identification markers on each of its Attachments prior to affixing it to Licensor's Distribution Poles. All identification markers must be located at or near the point where such Attachments are affixed to each Distribution Pole, and must:
- (i) be non-metallic;
 - (ii) be of a distinctive and uniform design;
 - (iii) be legible, clearly visible and recognizable from the ground by a person having normal vision; and
- (b) Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee provided that Licensor can identify the Attachments as belonging to Licensee. Licensee shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. If the markers are not placed within thirty (30) days, then Licensor may remove such Attachments without incurring any liability to Licensee, and Licensee shall reimburse Licensor for the cost of such removal.

4.8. Notification of Attachments. Licensee shall notify Licensor **upon Licensor's request** of the precise location and total number of Licensee's Attachments.

5. MUTUAL OBLIGATIONS

Each Party shall take all precautions as are reasonably necessary to avoid damaging the facilities of the other.

6. ESTABLISHING ATTACHMENT TO POLES

6.1. Pole Attachment Application. Before Licensee may affix any attachments to or make use of any of Licensor's Distribution Poles under this Agreement, Licensee shall (a) submit to Licensor an Application requesting Licensor's permission to attach to or make use of each such pole; (b) receive written approval from Licensor authorizing the attachment to or use of each such pole; and (c) comply with all procedures set forth in this section. Licensee's failure to request and receive Licensor's permission as described herein will subject each Unauthorized Attachment to an Unauthorized Attachment Fee.

6.2. Decision Regarding Application. If in the sole judgment of Licensor attachment to Licensor's Distribution Poles as proposed in the Application is undesirable or impracticable based on the technical requirements and specifications of Section 4.3, or because of other capacity, safety, reliability or engineering concerns, Licensor may reject all or part of the Application or limit the number and character of Attachments on any Distribution Pole. Within forty-five (45) days after the receipt of such Application, Licensor shall notify Licensee in writing whether the Application is approved, approved with modifications, or rejected.

6.3. Make Ready Estimate.

- (a) Licensor shall, on the basis of the Application and associated construction plans and drawings, submit to Licensee within forty-five (45) days of receipt of Licensee's Application a Make Ready Estimate (based on Licensor's method of computing costs, which shall follow generally accepted accounting principles) for all Make Ready Work which may be required for each Distribution Pole, including an estimated completion date for such Make Ready Work. Make Ready Work does not include tree trimming or clearing that may be necessary for Licensee to complete attachment/s.
- (b) Upon notice pursuant to Exhibit 1.12 attached hereto that the Make Ready Estimate has been accepted by Licensee, Licensor shall proceed with the Make Ready Work covered by the Make Ready Estimate. Licensor shall undertake commercially reasonable efforts to complete this work by the estimated completion date but does not guarantee completion by such date. Nothing shall preclude the Parties from making other mutually agreeable arrangements for contracting for or otherwise accomplishing the necessary Make Ready Work. Upon completion of all Make Ready Work, Licensor shall send to Licensee an itemized statement for the actual, full costs of the Make Ready Work. Licensor's invoice may not exceed **120%** of the Make Ready Estimate and Licensee will not be required to pay more than **120%** of such estimate.
- (c) Licensor may, in its sole discretion, require Licensee to submit a deposit up to the amount identified in the Make Ready Estimate prior to performing any Make Ready Work.
- (d) Upon completion of the Make Ready Work and payment of the Make Ready Costs, Licensee shall obtain Authorization to use the Distribution Poles and to make Attachments in accordance with the terms of this Agreement.
- (e) Where Licensee is permitted to self-perform Make Ready Work, Licensor may, at Licensee's expense, perform post-construction audit to ensure adherence to Licensor's internal construction standards, and to NESC standards. If the post construction audit reveals any defects in attachment installation under such standards, Licensee, at its own cost and expense, will correct such defects as soon as reasonably possible, and Licensor may audit construction until all defects have been cured. All costs and expenses associated with post construction and any additional costs or expenses incurred by Licensor as a result of Licensee's failure to properly install attachments shall be borne or reimbursed by Licensee.
- (f) If Licensor is to provide Make Ready Work of structures licensed for use by Licensee, on the basis of the application and associated construction drawings, Licensor shall submit within forty-five (45) days of receipt of Licensee's application a Make Ready Estimate. Licensee shall reimburse Licensor for the actual cost thereof within thirty (30) days of receipt of an itemized invoice. Within forty-five (45) days of receipt of payment of the invoice, Licensor shall complete the Make Ready Work.
- (g) In the event Licensor has failed to perform the Make Ready Work within the forty-five (45) day period or notifies Licensee in writing that it will not be able to perform such Make Ready Work within such period, Licensee may perform such work at Licensee's expense. All Make Ready Work shall be performed by personnel qualified to work in the power and communication spaces. Provided that if Licensee has paid Licensor make

ready fees for such work, Licensor shall provide a refund of such make ready fees to Licensee within ten (10) days of Licensee notifying Licensor that Licensee has performed the work.

6.4. Tree Trimming. Tree Trimming shall be performed by Licensor in its sole judgment. The cost, including associated administrative costs, of any Tree Trimming shall be paid in equal percentages by Licensor and all other entities attaching to the poles who are contractually obligated to pay for such Tree Trimming. Any tree trimming necessary for the installation and/or removal of the attachment or cable will be the responsibility the Licensee.

6.5. Overlashing.

- (a) Any proposed Overlashing by Licensee shall constitute a separate Attachment subject to the Application process and all other provisions of this Agreement.
- (b) Licensee shall not allow third party Overlashing without Licensor's prior approval.

7. PAYMENT PROVISIONS

7.1. Pole Attachment Rental Fee The annual rental period covered by this Agreement shall be the twelve-month period beginning on January 1st each year and continuing for each twelve-month period thereafter. Licensor shall invoice Licensee for the Pole Attachment Rental Fee on December 1st each year for the annual rental period. The Pole Attachment Rental Fee for each period shall be based on the number of Attachments on Licensor's Distribution Poles as of the day preceding the annual rental period. For Attachments that are authorized during any part of the first six (6) months of the annual rental period, the Pole Attachment Rental Fee will be assessed for the entire annual rental period. For Attachments authorized during any part of the second six (6) months of the annual rental period, the Pole Attachment Rental Fee shall be reduced by fifty percent (50%) for that first annual rental period.

7.2. Payment Period. All amounts payable under this Agreement shall be due within thirty (30) days of the date of invoice. Interest shall be charged at the rate of 1% or the maximum amount allowed by law on the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid.

7.3. Fee Increases. The Parties agree that the Pole Attachment Rental Fee may be adjusted as required by the Tennessee Valley Authority. On November 1, 2018 and at one-year intervals thereafter, the rental rate shall be subject to review by the Licensor. The new Pole Attachment Fee will be effective upon the Licensor providing the Licensee thirty (30) days written notice.

8. INSPECTIONS

8.1. Right to Conduct. Licensor may conduct inspections of Licensee's Attachments from time to time as necessary in Licensor's sole judgment to determine whether Licensee's Attachments meet the technical requirements and specifications listed in Section 4.3. If practicable, as determined in Licensor's sole judgment, Licensor shall provide ten (10) business days notice of such inspections to Licensee, and Licensee shall have the right to be present at and observe any such inspections. Such inspections may be conducted no more frequently than once every year, unless Licensor determines that more frequent inspections are necessary for reasons involving safety of persons or protection of property. Licensee shall reimburse Licensor for all costs and expenses of conducting inspections to the extent such expenses are attributable to Licensee's Attachments.

8.2. Safety Violations. If during inspection or otherwise Licensor determines that any of Licensee's Attachments do not conform with the technical requirements and specifications listed in Section 4.3, Licensee shall, upon notice by Licensor, pay a Safety Violation Fee for each such violation, and shall correct such nonconformance within thirty (30) days of notification of such nonconformance, unless in Licensor's sole judgment safety considerations require Licensee to take corrective action within a shorter period. Should Licensee fail to take all steps necessary to comply with this requirement, or if safety considerations so require, Licensor may elect to do such work itself, and Licensee shall reimburse Licensor for all costs incurred by Licensor. Licensor shall not be liable for any loss or damage to Licensee's facilities which may result, and Licensee shall be responsible for any additional damages resulting from its failure to act in a timely manner in accordance with these requirements.

9. AUDITS

9.1. Right to Conduct Audits. Licensor may conduct an audit of Licensee's Attachments to verify the number of Licensee's Attachments. Any such audit may be conducted no more frequently than once every year, unless Licensor in good faith believes that Licensee's reported number of Attachments is inaccurate, in which case Licensor may audit as frequently as is necessary in its sole discretion. Licensor must provide thirty (30) days notice of any such audit so that Licensee may be present and observe such audit. Licensee shall reimburse Licensor for all costs and expenses of conducting audits.

9.2. Review of Records in Lieu of Audit. Licensor and Licensee may mutually agree that in lieu of audits, the number of Attachments maintained by Licensee shall be determined from existing maps and attachment records. If both Parties agree to use this method, each Party shall make all relevant maps and records available to the other Party, and the number of Attachments maintained by Licensee shall be cooperatively determined. The accuracy of such maps and records must be verified by the Party proposing to use them. All records disclosed by Licensee will be considered proprietary and will not be shared with other parties.

10. UNAUTHORIZED ATTACHMENTS

10.1. Unauthorized Attachment Fee. Licensee shall pay to Licensor an Unauthorized Attachment Fee within thirty (30) days of notification of each Unauthorized Attachment. Licensor may require that such Unauthorized Attachment be removed by Licensee, or Licensor itself may remove the Unauthorized Attachment without liability, at Licensee's expense. The Unauthorized Attachment Fee shall be in addition to any and all other applicable fees, including without limitation, Pole Attachment Rental Fees due and payable for the current year and all prior years in which the Unauthorized Attachment existed. Nothing herein shall act to limit any other remedies, including a remedy for trespass, that may be available to Licensor as a result of any Unauthorized Attachment.

10.2. Licensor Failure to Act. No act or failure to act by Licensor with regard to any Unauthorized Attachment shall be deemed to ratify or license the Unauthorized Attachment. If an Application for such attachment is subsequently approved, such approval shall not operate retroactively to constitute a waiver by Licensor of any of its rights under this Agreement regarding the Unauthorized Attachment, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception with regard to any such Unauthorized Attachment.

11. REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES

11.1. Replacement or Relocation of Poles. Except in an emergency involving safety of persons or protection of property, as determined by Licensor in its sole judgment, Licensor shall provide twenty (20) days notice to Licensee whenever Licensor intends to replace or relocate an Attached Pole, or remove an Attached Pole in order to relocate facilities underground, specifying the poles involved and the time of such proposed replacement, relocation or removal. Licensee may, at the time so specified, transfer its Attachments to the new or relocated Attached Pole or the underground facilities, provided that Licensee has entered into a contract with Licensor authorizing the use of such underground facilities. Should Licensee fail to transfer its Attachments at the time specified for such transfer, Licensor may elect to transfer Licensee's Attachments, and Licensee shall reimburse Licensor for all costs of such transfer, and Licensor shall not be liable for any loss or damage to Licensee's facilities Licensee's customers loss for interruption which may result. Licensee shall be responsible for any additional damages resulting from its failure to transfer its Attachments. If Licensor has removed its attachments and Licensee's Attachment(s) remain on the original pole, Licensee shall become liable for the original pole, if it still exists, as provided in Section 12.1.

11.2. Replacement and Relocation Costs. Licensor shall replace or relocate Distribution Poles at its own expense. Notwithstanding the foregoing, if Licensor in good faith determines that a Distribution Pole needs replacement in order to accommodate Licensee's proposed Attachments, then Licensor may do so with Licensee's consent and Licensee will bear the expense of such replacement.

11.3. Vacating Pole Space. In the event it becomes necessary for Licensor, Licensor's subsidiary or affiliate or any other entity in which Licensor holds an interest, or another utility with whom Licensor has a prior agreement for pole attachments, to use the space on a Distribution Pole occupied or to be occupied by Licensee's Attachments, Licensee shall, upon receipt of sixty (60) days notice, either (a) vacate the space by removing its Attachments at its own expense, or (b) if Licensor decides to replace the pole with a larger pole that can accommodate Licensee's Attachments, bear the expense of such replacement and transfer its Attachments to the new pole.

11.4. Costs for Installation, Removal and Transfer of Licensee's Attachments. Licensee shall be solely responsible for all costs of installation, removal or transfer of its Attachments on, from or to Licensor's Distribution Poles.

11.5. Costs for Rearrangement of Other Facilities. In any case where the facilities of Licensor or another attachment(s) are required to be rearranged on the poles of Licensor in order to accommodate Licensee's Attachments, Licensee shall reimburse Licensor and the other attachment(s) the total reasonable costs incurred by Licensor or the other attachment(s) in rearranging such facilities to accommodate Licensee's Attachments.

12. ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES

12.1. Right to Abandon or Remove; Licensee Obligations. Upon sixty (60) days notice to Licensee, Licensor may in its sole discretion abandon or remove any Attached Pole. Within this 60-day period, Licensee shall remove its Attachments and may place its facilities underground if authorized to place its facilities underground, transfer its facilities to the nearest facilities owned by Licensor if authorized by Licensor, or take other action not inconsistent with this Agreement. If, at the expiration of the 60-day period, Licensor shall have no attachments on such pole but Licensee shall not have removed

all of its Attachments, such pole may be sold to and become the property of Licensee at the sole option and discretion of Licensor. If Licensor elects to sell such pole, Licensor shall provide Licensee with a properly authorized bill of sale reflecting the net book value of the pole. Licensee shall receive the pole "as is," and, to the extent permitted by law including but not limited to Section 177 of the Kentucky constitution, shall indemnify, defend and hold harmless Licensor from all obligation, liability, cost, claim, damage, expense or charge related thereto or raised thereafter. Should Licensor elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, Licensee shall comply with the terms and directions of the appropriate material safety data sheet, Tennessee Valley Authority, and with state and federal law regarding the maintenance, replacement, and/or disposal of the pole. Licensor does not warrant, guarantee, or imply that such pole possesses sufficient mechanical strength as required by or for any use of Licensee. Licensor makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of Licensor's facilities.

12.2. Governmental Requirement to Remove. In the event that the use of any Distribution Pole is or becomes lawfully forbidden by federal, state, Tennessee Valley Authority, county or municipal authorities or by owners of private property, Licensor shall provide sixty (60) day notice to Licensee that the Authorization covering the use of such pole will be terminated, and that the Attachment(s) of Licensee must be removed from the affected pole at Licensee's expense. Notwithstanding the foregoing, if the federal, state, county or municipal authority, or private landowner requires discontinuance of the pole in less than sixty (60) days, the notice provided by Licensor shall be reduced accordingly.

12.3. Governmental Requirement to Shorten Pole. If a governmental authority requires Licensor to reduce the height of a Distribution Pole such that the continued presence of Licensee's Attachments would not comply with the requirements of this Agreement, then the Authorization covering Licensee's Attachments to the pole shall immediately terminate upon notice from Licensor, and Licensee shall remove its Attachments from the affected pole at its own expense by the date specified by Licensor.

12.4. Removal of Attachments. Licensee may at any time and in its sole discretion remove any of its Attachments from Licensor's Distribution Poles, but shall provide seven (7) business days notice of such removal to Licensor. Such notice shall fully identify, by pole number and location, the poles from which such Attachments are being removed. Licensee's obligations to make Pole Attachment Rental Fee payments shall continue until (i) Licensor receives such notice, and (ii) Licensee actually removes its Attachments. No refund of any rental fee will be due on account of such removal unless that removal is triggered by a Default of this Agreement by Licensor.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1. Common Representations. Each Party represents and warrants that: (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement

13.2. Required Authorizations. Licensee represents and warrants that it has obtained all Required Authorizations, and covenants that it will maintain and comply with the Required Authorizations throughout the Term.

13.3. LIMITATIONS ON WARRANTIES. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S DISTRIBUTION POLES.

14. INDEMNIFICATION

14.1. Licensee Indemnification. To the extent permitted by law, including without limitation to Section 177 of the Kentucky Constitution, Licensee shall indemnify, protect, save harmless and insure Licensor, its officers, directors, employees and members, from and against any and all claims and demands for, or litigation with respect to, service interruptions, damages to property and for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages which may arise out of or be caused by Licensee or its agents, employees, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, rearrangement or removal of Licensee's Attachments or Unauthorized Attachments or the proximity of Licensee, its agents and employees on or in the vicinity of Licensor's Distribution Poles.

14.2. Licensor Indemnification. Licensor shall indemnify, protect, save harmless and insure Licensee from and against any and all claims and demands for, or litigation with respect to, damages to property, and for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by Licensor or its agents, employees, contractors or subcontractors on or in the vicinity of Licensee's authorized Attachments.

14.3. Notice. In the event of any claim, demand or litigation specified in this section, the Party to be indemnified (the "Indemnified Party") shall give prompt notice to the other Party (the "Indemnifying Party") of such claim, demand or litigation. The Indemnifying Party shall have sole control of the defense of any action or litigation on such a claim or demand (including the selection of appropriate counsel) and all negotiations for the settlement or compromise of the same, except that the Indemnifying Party may not make any non-monetary settlement or compromise without the Indemnified Party's consent, which consent shall not be unreasonably withheld. The Indemnified Party shall cooperate with the Indemnifying Party in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent the Indemnified Party from participating in the defense and/or settlement of any claim, demand or litigation by the Indemnified Party's own counsel at the Indemnified Party's own expense.

15. LIMITATIONS ON DAMAGES

EXCEPT AS PROVIDED FOR IN 200 KAR 5:312, OR UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES

SUFFERED BY LICENSEE OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF LICENSEE FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY COMMON LAW STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

16. INSURANCE

16.1. Insurance Requirement. Licensee or its Contractors shall carry insurance in such form and issued by such companies as are reasonably satisfactory to Licensor and names Licensor as an additional insured and loss payee to protect the Parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of any loss, injury, death or damage involving any Attachment. Throughout the Term of this Agreement, Licensee or its Contractors shall take out and maintain, and shall ensure that its agents, contractors and subcontractors take out and maintain, insurance that, names Licensor as an additional insured at a minimum, conforms with the RUS insurance requirements of 7 CFR §1788.11, as it may be amended, which currently requires:

- (a) Workers' compensation and employer's liability insurance, as required by law, covering all employees who perform any of Licensee's obligations under this Agreement. If workers' compensation or employer's liability insurance is not required by law in the state in which the poles subject to this Agreement are located, then insurance shall be obtained by Licensee that is equivalent to what would be applicable if workers' compensation and employer's liability laws were in effect.
- (b) Public liability insurance covering all of Licensee's operations under the Agreement with limits for bodily injury or death of not less than \$2 million each occurrence, limits for property damage of not less than \$2 million each occurrence, and \$2 million aggregate for accidents during the policy period. A single limit of \$2 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (c) Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, with limits for bodily injury or death of not less than \$2 million per person and \$2 million per occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may also be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

16.2. Certificate of Insurance. Within thirty (30) days of the Execution Date, Licensee shall furnish to Licensor a certificate evidencing compliance with the above insurance requirements. This certificate shall list Licensor as additional insured and loss payee and shall note specific cancellation language, as follows: "In the event of cancellation or material change of said policies, the insuring company shall give the Party to whom this certificate is issued thirty (30) days prior notice of such cancellation or material change." If Licensee fails to renew adequate insurance, Licensor may terminate this Agreement pursuant to Section 17 (Defaults).

16.3. Responsibility for Contractors. Licensee shall bear full responsibility for ensuring that its agents, contractors and subcontractors are in full compliance with the requirements of this section before they perform any work for Licensee in connection with this Agreement.

16.4. No Limitation on Indemnities. The purchase of the insurance required by this section shall not relieve Licensee of its liability or obligations under this Agreement, including indemnification of and holding Licensor harmless or otherwise limit Licensee's liability under Sections 14.1 and 14.3.

17. DEFAULTS

17.1. Licensee Default. If Licensee is in Default under this Agreement and fails to correct such Default within the cure period specified below, Licensor may, at its option, in its sole discretion and without further notice:

- (a) declare this Agreement to be terminated in its entirety;
- (b) terminate the Authorization covering the Distribution Pole(s) with respect to which such Default shall have occurred;
- (c) decline to authorize additional Attachments under this Agreement until such Defaults are cured;
- (d) suspend Licensee's access to or work on any or all of Licensor's Distribution Poles;
- (e) correct such Default and charge Licensee as provided in this Agreement; and/or
- (f) seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

17.2. Licensee Cure Period. For a period of thirty (30) days following receipt of notice from Licensor, Licensee shall be entitled to take all steps necessary to cure any Defaults. The 30-day notice and cure period does not apply to any Default by Licensee of its payment obligations under this Agreement.

17.3. Termination Because of Licensee Default. If Licensor terminates this Agreement because of Licensee's Default, Licensee shall not be entitled to any refund of any Pole Attachment Rental Fee.

17.4. Reimbursement for Licensor Work. If Licensee fails to cure a Default with respect to the performance of any work that Licensee is obligated to perform under this Agreement, Licensor may elect to perform such work, and Licensee shall reimburse Licensor for all costs related thereto.

17.5. Licensor Default. If Licensor is in Default under this Agreement, Licensor shall have thirty (30) days following notice from Licensee within which to correct such Default. If Licensor does not cure its Default within the allotted time period, Licensee may, at its sole discretion, either terminate this Agreement or seek specific performance of the terms of this Agreement through a court of competent jurisdiction. If Licensee elects to terminate the Agreement, Licensor shall within thirty (30) days refund to Licensee on a pro rata basis any Pole Attachment Rental Fee paid for the current annual rental period.

18. TERMINATION OF AGREEMENT

Upon termination of this Agreement, Licensee shall remove all of its Attachments from all of Licensor's Distribution Poles within sixty (60) days. If any Attachments are not so removed within sixty (60) days following such termination, Licensor shall have the right to remove such Attachments, and to use, dispose of or sell same, at Licensee's sole expense and without any liability to Licensor.

19. WAIVER OF TERMS OR CONDITIONS

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

20. MODIFICATIONS

Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented at any time only upon written agreement by the Parties hereto. Notwithstanding the foregoing, all Exhibits may be modified by Licensor upon thirty (30) day notice to Licensee. The names, addresses, facsimile numbers and electronic mail addresses to which notices must be sent may be modified by either Party upon notice to the other.

21. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property and services subject to this Agreement.

22. NOTICES

Any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other shall be in writing and shall be delivered via personal delivery, Federal Express (or other equivalent, generally recognized overnight delivery service), facsimile or electronic mail transmission, or certified U.S. mail return receipt requested. Notice given by facsimile shall be deemed to have been received when transmitted, provided that the sender shall have received a transmission report indicating that all pages of the notice have been transmitted with the correct facsimile number. Notice given by electronic mail shall be deemed given when directed to an electronic mail address at which the recipient has consented to receive such notice. Notice given by personal delivery, overnight delivery, or certified U.S. mail shall be effective upon receipt.

23. CONFIDENTIALITY

Neither Party shall at any time disclose, provide, demonstrate or otherwise make available to any third party any of the terms or conditions of this Agreement, except and only after obtaining the consent of the other Party, or as may be required by Tennessee Valley Authority, applicable law or governmental authorities. Notwithstanding the foregoing, nothing in this section shall prevent disclosure to a Party's authorized legal counsel who shall be subject to this confidentiality section, nor shall it preclude the use of this Agreement by the Parties to obtain financing, to make or report matters related to this Agreement in any securities statements, or to respond to any requests by Tennessee Valley Authority, governmental or judicial authorities; provided, however, that any such disclosure shall be limited to the extent necessary, and shall be made only after attempting to obtain confidentiality assurances. Notwithstanding the foregoing, prior to making any disclosure in response to a request of Tennessee Valley Authority, a governmental authority or legal process, the Party called upon to make such disclosure shall provide notice to the other Party of such proposed disclosure sufficient to provide the other with an opportunity to timely object to such disclosure.

The Licensee's obligations under this subsection are expressly limited by the Licensee's legal obligations under the Kentucky Open Records Act ("ORA") set forth in KRS 61.870 to 61.884. No breach of this Agreement shall be deemed to occur should the Licensee be required to disclose this Agreement under the

Kentucky Open Records Act.

24. FORCE MAJEURE

Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this section and its effect on performance required under this Agreement.

25. CONSTRUCTION OF AGREEMENT

This Agreement was reached by each Party after arms' length negotiations and upon the opportunity for advice of counsel, and shall not in any way be construed against either Party on the basis of having drafted all or any part of this document. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "including" or "includes" do not limit the preceding words or terms.

26. OWNERSHIP RIGHTS

All Attached Poles under this Agreement shall remain the property of Licensor, and Licensee's rights in Licensor's Distribution Poles shall be and remain a mere license for as long as authorized under the terms and conditions of this Agreement. Nothing herein shall be construed to compel Licensor to maintain any of its poles for a longer period than is required by Licensor's own service requirements.

27. THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the Parties and may be enforced solely by the Parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, except as provided herein.

28. SEVERABILITY

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail. In such event, however, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

29. PRIOR AGREEMENTS SUPERSEDED

This Agreement embodies the entire agreement between Licensor and Licensee with respect to the subject matter of this Agreement, and supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee, written or unwritten, with respect to that subject matter.

30. ASSIGNMENT AND TRANSFER

Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensor. Licensor may condition such consent upon the assignee's or transferee's agreement to reasonable additional or modified terms or conditions. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensee.

31. FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS

This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

32. SURVIVAL; LIMITATIONS ON ACTIONS

Regardless of the reason for termination of this Agreement, all rights and remedies available to Licensee and Licensor under the laws of the Commonwealth of Kentucky related to claims against and/or obligations of Licensor or Licensee which arose as a result of and/or accrued prior to the termination or expiration of the term(s) of this Agreement shall survive and be fully enforceable by Licensor and Licensee for the applicable statute(s) of limitations

[END OF TERMS AND CONDITIONS]

Exhibit 1.1

POLE ATTACHMENT APPLICATION

In accordance with the above referenced Agreement, application is hereby made for Licensee to make attachments to ____ (no more than 50) Distribution Poles located in or near _____, in the County of _____ and the State of _____.

The poles for which Authorization to attach is requested are listed by pole number below and further identified on the attached map.

The following information is attached as part of this Application:

- (a) construction plans and drawings detailing Licensee's build out plan;
- (b) maps indicating specifically the Distribution Poles of Licensor that Licensee proposes to use;
- (c) the number and character of the Attachments to be placed on each Distribution Pole;
- (d) all equipment to be included in Licensee's attachments;
- (e) Drop/Lift Poles that Licensee intends to install;
- (f) the total tension, weight, and transverse loading data for the wires, including multiplication by the applicable overload factors of the NESC;
- (g) the size and type of messenger wire including weight/feet and design tension;
- (h) the size and type of cable including weight/feet, design tension, and diameter;
- (i) a drawing showing the type and manner of bolted Attachments;
- (j) a drawing showing installation specifications, rating, and guy and anchor requirements proposed to be used by Licensee;
- (k) any pedestal attachments; and
- (l) any other information necessary, in Licensor's sole judgment, for Licensor to determine if the requirements of Section 4 are met.

LICENSEE:

By: _____

Title: _____

Date: _____

List of Poles

(use additional sheets as necessary)

Exhibit 1.10

Name of Licensee Company:

**LICENSOR RULES AND PRACTICES FOR
ATTACHMENTS**

1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of Licensor's Distribution Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. Licensee shall not place any guy attachments on Licensor's anchors.
3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.
4. Licensee shall check and verify the condition of any pole prior to climbing or performing work on it. If a pole is deemed unsafe, Licensee must immediately notify Licensor by telephone and in writing as soon as practicable.
5. All Attachments shall be located on the same side of each pole as any existing telephone or communications cable, or as otherwise designated by Licensor.
6. On Attached Poles where Licensor has secondary conductors, all Attachments shall be located on the same side of the pole as the secondary conductors, or as otherwise designated by Licensor.
7. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire.
8. Licensee shall install no power supply on any of Licensor's poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.
9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Licensor shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
11. All Attachments of Licensee shall have at least two inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
12. All of Licensee's Attachments shall comply with NESC clearance requirements and shall be located a minimum of forty (40) inches below Licensor's lowest attached facilities. All mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.

13. Licensee may, with prior approval of Licensor, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.
14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.
15. In the event that any of Licensee's proposed attachments are to be installed upon poles already jointly used by Licensor and another party(ies), Licensee shall negotiate with such other party(ies) to determine clearances between its facilities and those of Licensor and such other party(ies), except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.
16. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations. Such standards shall be signed and approved by a Professional Engineer representing Licensee, confirming that Licensee's standard installations conform with the NESC and good engineering design. With respect to non-standard Attachments, Licensee's Professional Engineer shall prepare or review plans for such non-standard Attachments, and submit such plans to Licensor with a statement that such non-standard Attachments comply with the NESC and good engineering design.

* * *

Exhibit 1.12

Name of Licensee Company:

MAKE READY ESTIMATE
AND ACCEPTANCE OF MAKE READY ESTIMATE

Make Ready Estimate

Licensors must perform the following Make Ready Work at an estimated cost to Licensee of \$ _____ and an estimated completion date of _____:

[SEE ATTACHED]

LICENSOR:

By: _____

Title: _____

Date: _____

* * *

Acceptance of Make Ready Estimate

The above Make Ready Estimate is accepted by Licensee.

Licensee shall complete installation of its Attachment(s) within ___ days following Licensor's notice of completion of Make Ready Work.

LICENSEE

By: _____

Title: _____

Date: _____

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("Agreement") is made and entered into this 29th day of August, 2018 ("Effective Date") by and between Warren Rural Electric Cooperative Corporation ("Licensor"), and Commonwealth of Kentucky ("Licensee"). Licensor and Licensee may be referred to hereafter individually as a "Party" and collectively as the "Parties." The attached Terms and Conditions and all associated Exhibits are incorporated herein and made a part hereof by this reference.

Notices. The addresses, facsimile numbers and electronic mail addresses of the Parties to which any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other are as follows:

(a) **Licensor:**

Warren Rural Electric Cooperative Corporation
951 Fairview Avenue
P.O. Box 1118
Bowling Green, KY 42102-1118

With a copy to

Marc A. Lovell
Harlin Parker, Attorneys
519 E. Tenth Avenue
P.O. Box 390
Bowling Green, 42102-0390

(b) **Licensee:**

COMMONWEALTH OF KENTUCKY
Finance & Administration Cabinet
Office of the Secretary
702 Capitol Ave.
Room 383, Capitol Annex
Frankfort, KY 40601

KENTUCKY WIRED PROJECT
Attn: Pole Attachment Coordinator
Ledcor Technical Services
Building C, Suite 100
14400 The Lake Blvd.
Pflugerville, TX 78660

With a copy to

COMMONWEALTH OF KENTUCKY
Finance & Administration Cabinet
Office of General Counsel
702 Capitol Ave.
Room 392, Capitol Annex
Frankfort, KY 40601

LEDCOR TECHNICAL SERVICES
Attn: Ledcor Legal Department
1200-1067 West Cordova
Vancouver, BC
V6C-1C7
Canada

KENTUCKY COMMUNICATIONS NETWORK AUTHORITY (KCNA)
209 Saint Clair Street – 4th Floor
Frankfort, KY 40601

Term of Agreement. The term of this Agreement is thirty (30) years from the Effective Date until (if not lawfully terminated sooner), and thereafter from year to year, unless terminated by either Party by giving notice of its intention to terminate at least six months prior to the end of any period.

Applicable Law. This Agreement is deemed executed in the State of Kentucky and shall be construed under the laws of the State of Kentucky, without regard to its conflict of laws principles. Any legal action regarding enforcement of this Agreement shall be commenced and heard by the Circuit Court of Franklin County, Kentucky ("Court"), and the Parties consent and submit to the jurisdiction and venue of the Court.

Fees

Pole Attachment Rental Fee	\$26.48 for 1-foot space per attachment per year, subject to annual review by the Licensor and approved by Tennessee Valley Authority.
Unauthorized Attachment Fee	Pole Attachment Rental Fee plus 30% per Unauthorized Attachment per year for the duration of the unauthorized attachment.

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR

By: W. Scott Ramsey
(Signature)
Title: President & CEO
Print Name: W. Scott Ramsey
Date: _____

LICENSEE

By: William M. Landrum
(Signature)
Title: Sec, fin Admin
Print Name: WILLIAM M. LANDRUM
Date: 29 Aug 2018

ATTEST:

Penney Baschert
Signature
Penney Baschert, Notary
Print Name/Title

Brandy Bilo
Signature
Brandy Bilo
Print Name/Title

**APPROVED AS TO
FORM & LEGALITY**

Patricia Miller
APPROVED
FINANCE & ADMINISTRATION CABINET

Table of Contents

LICENSE AGREEMENT	1
TERMS AND CONDITIONS	8
1. DEFINITIONS	8
1.1. Application.....	8
1.2. Attached Pole.....	8
1.3. Attachment.....	8
1.4. Authorization.....	8
1.5. Business Day.....	8
1.6. Control.....	8
1.7. Default.....	8
1.8. Distribution Pole.....	8
1.9. Drop/Lift Pole.....	8
1.10. Licensor Practices.....	8
1.11. Make Ready Costs.....	8
1.12. Make Ready Estimate.....	9
1.13. Make Ready Work.....	9
1.14. Overlapping.....	9
1.15. Pole Attachment Rental Fee.....	9
1.16. Required Authorizations.....	9
1.17. Services.....	9
1.18. Term.....	9
1.19. Tree Trimming.....	9
1.20. Unauthorized Attachment.....	9
1.21. Unauthorized Attachment Fee.....	9
2. PURPOSE	9
3. LICENSOR OBLIGATIONS	9
3.1. Quiet Enjoyment.....	9
3.2. Diligence and Good Faith.....	10
3.3. Access to Distribution Poles; Easements.....	10
3.4. Maintenance of Attached Poles.....	10
4. LICENSEE OBLIGATIONS	10
4.1. Use of Attachments.....	10
4.2. Compliance with Applicable Rules.....	10
4.3. Technical Requirements and Specifications.....	10
4.4. Assumption of Risk.....	11
4.5. Safety Precautions.....	11
4.6. Qualifications of Employees, Agents and Contractors.....	11
4.7. Identification Markers.....	12
4.8. Notification of Attachments.....	12

5.	MUTUAL OBLIGATIONS	12
6.	ESTABLISHING ATTACHMENT TO POLES	12
6.1.	Pole Attachment Application.....	12
6.2.	Decision Regarding Application.....	12
6.3.	Make Ready Estimate.....	13
6.4.	Tree Trimming.....	14
6.5.	Overlapping.....	14
7.	PAYMENT PROVISIONS	14
7.1.	Pole Attachment Rental Fee.....	14
7.2.	Payment Period.....	14
7.3.	Fee Increases.....	14
8.	INSPECTIONS	14
8.1.	Right to Conduct.....	14
8.2.	Safety Violations.....	15
9.	AUDITS	15
9.1.	Right to Conduct Audits	15
9.2.	Review of Records in Lieu of Audit.....	15
10.	UNAUTHORIZED ATTACHMENTS	15
10.1.	Unauthorized Attachment Fee	15
10.2.	Licensor Failure to Act	15
11.	REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES	16
11.1.	Replacement or Relocation of Poles.....	16
11.2.	Replacement and Relocation Costs.....	16
11.3.	Vacating Pole Space	16
11.4.	Costs for Installation, Removal and Transfer of Licensee's Attachments.....	16
11.5.	Costs for Rearrangement of Other Facilities	16
12.	ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES	16
12.1.	Right to Abandon or Remove; Licensee Obligations	16
12.2.	Governmental Requirement to Remove.....	17
12.3.	Governmental Requirement to Shorten Pole	17
12.4.	Removal of Attachments	17
13.	REPRESENTATIONS, WARRANTIES AND COVENANTS	17
13.1.	Common Representations	17
13.2.	Required Authorizations	18
13.3.	LIMITATIONS ON WARRANTIES.....	18

14.	INDEMNIFICATION	18
	14.1. Licensee Indemnification.....	18
	14.2. Licensor Indemnification.....	18
	14.3. Notice.....	18
15.	LIMITATIONS ON DAMAGES.....	18
16.	INSURANCE.....	19
	16.1. Insurance Requirement	19
	16.2. Certificate of Insurance.....	19
	16.3. Responsibility for Contractors	19
	16.4. No Limitation on Indemnities.....	20
17.	DEFAULTS	20
	17.1. Licensee Default	20
	17.2. Licensee Cure Period	20
	17.3. Termination Because of Licensee Default.....	20
	17.4. Reimbursement for Licensor Work	20
	17.5. Licensor Default	20
18.	TERMINATION OF AGREEMENT	20
19.	WAIVER OF TERMS OR CONDITIONS.....	21
20.	MODIFICATIONS.....	21
21.	PAYMENT OF TAXES	21
22.	NOTICES	21
23.	CONFIDENTIALITY	21
24.	FORCE MAJEURE.....	22
25.	CONSTRUCTION OF AGREEMENT	22
26.	OWNERSHIP RIGHTS.....	22
27.	THIRD PARTY BENEFICIARIES	22
28.	SEVERABILITY	22
29.	PRIOR AGREEMENTS SUPERSEDED.....	22

30.	ASSIGNMENT AND TRANSFER	23
31.	FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS	23
32.	SURVIVAL; LIMITATIONS ON ACTIONS.....	23

EXHIBITS

Exhibit 1.1 (Pole Attachment Application)..... 24
Exhibit 1.10 (Licensor Rules and Practices for Attachments) 25
Exhibit 1.12 (Make Ready Estimate and Acceptance of Make Ready Estimate)..... 27

TERMS AND CONDITIONS

1. DEFINITIONS

The following definitions shall apply to this Agreement. Capitalized terms not defined herein shall have the meaning otherwise set forth in the Agreement.

1.1. Application. The Pole Attachment Application Form attached hereto at Exhibit 1.1 that must be completed by Licensee and approved by Licensor in writing before Licensee may attach to or make use of any of Licensor's Distribution Poles under this Agreement.

1.2. Attached Pole. A Distribution Pole owned or maintained by Licensor that contains at least one attachment by an entity other than Licensor.

1.3. Attachment. Each affixation of Licensee's cables, strands, wires and associated apparatus to Licensor's Distribution Poles.

1.4. Authorization. Licensor's grant of authority to Licensee to affix Attachments to Licensor's Distribution Poles in accordance with the terms of this Agreement.

1.5. Business Day. All days except Saturday, Sunday and officially recognized Federal legal holidays.

1.6. Control. With respect to any entity, the possession, directly or indirectly, of: (a) 50% or more of its ownership interests; or (b) the power to direct or cause the direction of management and policy, whether through the ownership of voting securities, partnership interests, by contract or otherwise.

1.7. Default. When either Party: (i) fails to perform any of its covenants or obligations set forth in this Agreement, (ii) makes any representation or warranty in this Agreement that is untrue or incorrect, (iii) files a bankruptcy petition in any bankruptcy court proceeding, or (iv) admits in writing its inability to pay its debts when due or its intention not to comply with any requirement of this Agreement.

1.8. Distribution Pole. A pole bearing electric distribution lines and having a voltage rating of or below 34.5 kV.

1.9. Drop/Lift Pole. An ancillary pole necessary to extend service from a Distribution Pole to an individual customer(s).

1.10. Licensor Practices. Licensor's rules and practices for Attachments as set forth in Exhibit 1.10 attached hereto.

1.11. Make Ready Costs. All costs necessary for Licensor to prepare its Distribution Poles for Licensee's Attachments, including the costs of materials, labor, engineering, supervision, and overhead expenses. Any tree trimming necessary for the installation of the attachment or cable will be the responsibility of the Licensee. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements in Section 4.3 hereto. Also included among "Make Ready Costs" are the costs of installing or changing out primary

poles, secondary poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications of Section 4.3.

1.12. Make Ready Estimate. The estimate prepared by Licensor for all Make Ready Work that may be required by Licensor to accommodate Licensor's Distribution Poles for attachment by Licensee, in the form set forth in Exhibit 1.12.

1.13. Make Ready Work. All work required by Licensor to accommodate Licensor's Distribution Poles for attachment by Licensee.

1.14. Overlashing. The practice whereby a service provider physically ties or otherwise attaches new wiring to wiring that already has been affixed to a Distribution Pole.

1.15. Pole Attachment Rental Fee. The annual amount per attached pole that Licensee must pay to Licensor pursuant to this Agreement in order to affix each Attachment to Licensor's Distribution Poles.

1.16. Required Authorizations. All legally required authorizations that Licensee must obtain from federal, state, county or municipal authorities, public or private landowners, or other third parties, to erect, operate and maintain its Attachments, and to provide the Services, including all required franchises, consents, easements, and certificates of convenience and necessity.

1.17. Services. Telecommunications, Internet, data transmission or other similar services or combination of services provided by Licensee.

1.18. Term. The period during which this Agreement remains in effect.

1.19. Tree Trimming. Any clearing or reclearing of existing rights-of-way or easements for the establishment and maintenance of Attachments shall be the responsibility of the Licensee. In its sole judgment Licensor will only clear or reclear rights-of-way or easements.

1.20. Unauthorized Attachment. Any affixation of any Licensee facility of any nature to any property of Licensor, including Distribution Poles, which has not been authorized by Licensor as required by this Agreement. Unauthorized Attachments may include facilities affixed to Licensor's property prior to the Effective Date of this Agreement.

1.21. Unauthorized Attachment Fee. The fee to be paid by Licensee for each Unauthorized Attachment.

2. PURPOSE

The purpose of this Agreement is to allow Licensee to install and maintain Attachments on Licensor's electric Distribution Poles in Licensee's Service Area for the limited purpose of providing Licensee's Services.

3. LICENSOR OBLIGATIONS

3.1. Quiet Enjoyment. Subject to the terms and conditions of this Agreement, and throughout the Term of this Agreement, Licensor shall not intentionally disturb Licensee's authorized Attachments,

except as such disturbance may be necessary in an emergency or natural disaster situation, provided that Licensee is performing in accordance with all terms and conditions of this Agreement.

3.2. Diligence and Good Faith. Consistent with the terms and conditions of this Agreement, Licensor shall in good faith diligently pursue all reasonable measures to accommodate Licensee's authorized Attachments.

3.3. Access to Distribution Poles; Easements. Each Party shall be responsible for obtaining its necessary rights-of-way and easements. Licensor agrees to share with Licensee, but only to the extent permitted by applicable law, such easements or similar rights as Licensor may have on, over or under the property of third parties where the facilities of Licensor that are the subject of this Agreement may be located ("Utility Easements"); provided, however, that Licensee's right to use such Utility Easements shall be at all times limited to such purposes and uses as such Utility Easements may permit and shall be subject and subordinate to Licensor's prior rights. Licensor makes no representation or warranty of any kind or description with respect to any such Utility Easement or to any right Licensee may or may not have to share the use of such Utility Easements. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's Distribution Poles because Licensee failed to obtain appropriate rights-of-way or easements. To the extent Licensee makes any use of such Utility Easements, Licensee assumes all risks associated with Licensee's right to do so. To the maximum extent permitted by applicable law, including, without limitation, Section 177 of the Kentucky Constitution, Licensee waives and releases Licensor from, and shall indemnify Licensor for, any claims or liabilities of any kind or description associated with the grant made by Licensor hereunder. Licensor may require Licensee to demonstrate that it has secured any necessary rights-of-way or easements prior to authorizing any Attachments. If such a requirement is imposed, the time for Licensor to respond to Licensee's Application shall be tolled pending Licensee's response.

Consistent with the terms and conditions of this Agreement, Licensor shall permit Licensee access to Licensor's Distribution Poles and the Utility Easements. Further, Licensee's use of the Utility Easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Licensor and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO DISTRIBUTION POLES AND THE UTILITY EASEMENTS, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO OTHER PROPERTY OF LICENSOR.

3.4. Maintenance of Attached Poles. At its own expense, Licensor shall maintain the Attached Poles, and replace, reinforce or repair such poles as Licensor becomes aware that they are defective, in Licensor's sole judgment.

4. LICENSEE OBLIGATIONS

4.1. Use of Attachments. Licensee shall use the Attachments solely to provide the Services.

4.2. Compliance with Applicable Rules. Licensee shall comply with all federal, state, and local rules, regulations and ordinances and all technical rules and specifications applicable to Licensee's affixation of Attachments to Licensor's Distribution Poles as authorized herein.

4.3. Technical Requirements and Specifications.

(a) At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable technical requirements and specifications, including, but not limited to:

- (i) requirements and specifications of the National Electrical Safety Code (“NESC”), the National Electrical Code (“NEC”), the Occupational Safety and Health Act (“OSHA”) and Rural Utilities Service (“RUS”), and to the extent such requirements or specifications may conflict, then the most stringent of the NESC, NEC, OSHA or RUS requirements and specifications;
 - (ii) any amendments or revisions of, or successor(s) to, the requirements and specifications of the NESC, NEC, OSHA, and RUS;
 - (iii) the Licensor Practices set forth in Exhibit 1.10; and
 - (iv) any current or future rules or orders of any federal, state or local authority having jurisdiction.
- (b) Licensee shall bring into conformity as soon as practical following notice by Licensor, and no later than **60 days**, any existing Attachments of Licensee that do not conform to the technical requirements and specifications listed in this section. In the event that Licensee fails to comply with this requirement, Licensor in its sole discretion may elect to bring such Attachments into compliance and Licensee shall reimburse Licensor for all costs related thereto. Failure by Licensor to inspect Licensee’s conformance to the technical requirements and specifications listed in this section or to take action on its own to bring such Attachments into compliance shall not cause Licensor to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of compliance and indemnification hereunder.
- (c) The Licensor Practices may be amended from time to time by Licensor as necessary in its sole discretion to promote the safe and efficient operation of its electric distribution system, including the Distribution Poles, without resort to the provisions of Section 20 (Modifications), and Licensee agrees to be bound by any such amendment. In the event that Licensor amends the Licensor Practices set forth in Exhibit 1.12, Licensee shall make all required modifications within thirty (30) days after receipt of notice thereof from Licensor.

4.4. Assumption of Risk. Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, agents, contractors or subcontractors. Licensee assumes all risks related to the construction, operation and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Licensor.

4.5. Safety Precautions. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee’s Attachments, and to avoid interference to Licensor’s safe and efficient operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Licensee shall notify Licensor within **10 days** of such injury, damage or interference. (In the event an injury that requires treatment at a medical facility or an electrical contact occurs, Licensor should be notified immediately). At Licensor’s option, Licensee shall promptly **within 30 days of invoice** either (i) repair such damage and/or resolve such interference, or (ii) compensate Licensor for the cost of repairing any such damage and/or resolving such interference, and shall indemnify Licensor as provided in Section 14.1.

4.6. Qualifications of Employees, Agents and Contractors. Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments have been

certified or trained by an entity acceptable to Licensor to work in the vicinity of electric Distribution Poles. Licensee shall produce proof of such certification or training upon Licensor's request.

4.7. Identification Markers

- (a) Licensee shall place and maintain permanent identification markers on each of its Attachments prior to affixing it to Licensor's Distribution Poles. All identification markers must be located at or near the point where such Attachments are affixed to each Distribution Pole, and must:
 - (i) be non-metallic;
 - (ii) be of a distinctive and uniform design;
 - (iii) be legible, clearly visible and recognizable from the ground by a person having normal vision; and
- (b) Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee provided that Licensor can identify the Attachments as belonging to Licensee. Licensee shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. If the markers are not placed within thirty (30) days, then Licensor may remove such Attachments without incurring any liability to Licensee, and Licensee shall reimburse Licensor for the cost of such removal.

4.8. Notification of Attachments. Licensee shall notify Licensor **upon Licensor's request** of the precise location and total number of Licensee's Attachments.

5. MUTUAL OBLIGATIONS

Each Party shall take all precautions as are reasonably necessary to avoid damaging the facilities of the other.

6. ESTABLISHING ATTACHMENT TO POLES

6.1. Pole Attachment Application. Before Licensee may affix any attachments to or make use of any of Licensor's Distribution Poles under this Agreement, Licensee shall (a) submit to Licensor an Application requesting Licensor's permission to attach to or make use of each such pole; (b) receive written approval from Licensor authorizing the attachment to or use of each such pole; and (c) comply with all procedures set forth in this section. Licensee's failure to request and receive Licensor's permission as described herein will subject each Unauthorized Attachment to an Unauthorized Attachment Fee.

6.2. Decision Regarding Application. If in the sole judgment of Licensor attachment to Licensor's Distribution Poles as proposed in the Application is undesirable or impracticable based on the technical requirements and specifications of Section 4.3, or because of other capacity, safety, reliability or engineering concerns, Licensor may reject all or part of the Application or limit the number and character of Attachments on any Distribution Pole. Within forty-five (45) days after the receipt of such Application, Licensor shall notify Licensee in writing whether the Application is approved, approved with modifications, or rejected.

6.3. Make Ready Estimate.

- (a) Licensor shall, on the basis of the Application and associated construction plans and drawings, submit to Licensee within forty-five (45) days of receipt of Licensee's Application a Make Ready Estimate (based on Licensor's method of computing costs, which shall follow generally accepted accounting principles) for all Make Ready Work which may be required for each Distribution Pole, including an estimated completion date for such Make Ready Work. Make Ready Work does not include tree trimming or clearing that may be necessary for Licensee to complete attachment/s.
- (b) Upon notice pursuant to Exhibit 1.12 attached hereto that the Make Ready Estimate has been accepted by Licensee, Licensor shall proceed with the Make Ready Work covered by the Make Ready Estimate. Licensor shall undertake commercially reasonable efforts to complete this work by the estimated completion date but does not guarantee completion by such date. Nothing shall preclude the Parties from making other mutually agreeable arrangements for contracting for or otherwise accomplishing the necessary Make Ready Work. Upon completion of all Make Ready Work, Licensor shall send to Licensee an itemized statement for the actual, full costs of the Make Ready Work. Licensor's invoice may not exceed **120%** of the Make Ready Estimate and Licensee will not be required to pay more than **120%** of such estimate.
- (c) Licensor may, in its sole discretion, require Licensee to submit a deposit up to the amount identified in the Make Ready Estimate prior to performing any Make Ready Work.
- (d) Upon completion of the Make Ready Work and payment of the Make Ready Costs, Licensee shall obtain Authorization to use the Distribution Poles and to make Attachments in accordance with the terms of this Agreement.
- (e) Where Licensee is permitted to self-perform Make Ready Work, Licensor may, at Licensee's expense, perform post-construction audit to ensure adherence to Licensor's internal construction standards, and to NESC standards. If the post construction audit reveals any defects in attachment installation under such standards, Licensee, at its own cost and expense, will correct such defects as soon as reasonably possible, and Licensor may audit construction until all defects have been cured. All costs and expenses associated with post construction and any additional costs or expenses incurred by Licensor as a result of Licensee's failure to properly install attachments shall be borne or reimbursed by Licensee.
- (f) If Licensor is to provide Make Ready Work of structures licensed for use by Licensee, on the basis of the application and associated construction drawings, Licensor shall submit within forty-five (45) days of receipt of Licensee's application a Make Ready Estimate. Licensee shall reimburse Licensor for the actual cost thereof within thirty (30) days of receipt of an itemized invoice. Within forty-five (45) days of receipt of payment of the invoice, Licensor shall complete the Make Ready Work.
- (g) In the event Licensor has failed to perform the Make Ready Work within the forty-five (45) day period or notifies Licensee in writing that it will not be able to perform such Make Ready Work within such period, Licensee may perform such work at Licensee's expense. All Make Ready Work shall be performed by personnel qualified to work in the power and communication spaces. Provided that if Licensee has paid Licensor make

ready fees for such work, Licensor shall provide a refund of such make ready fees to Licensee within ten (10) days of Licensee notifying Licensor that Licensee has performed the work.

6.4. Tree Trimming. Tree Trimming shall be performed by Licensor in its sole judgment. The cost, including associated administrative costs, of any Tree Trimming shall be paid in equal percentages by Licensor and all other entities attaching to the poles who are contractually obligated to pay for such Tree Trimming. Any tree trimming necessary for the installation and/or removal of the attachment or cable will be the responsibility the Licensee.

6.5. Overlashing.

- (a) Any proposed Overlashing by Licensee shall constitute a separate Attachment subject to the Application process and all other provisions of this Agreement.
- (b) Licensee shall not allow third party Overlashing without Licensor's prior approval.

7. PAYMENT PROVISIONS

7.1. Pole Attachment Rental Fee The annual rental period covered by this Agreement shall be the twelve-month period beginning on January 1st each year and continuing for each twelve-month period thereafter. Licensor shall invoice Licensee for the Pole Attachment Rental Fee on December 1st each year for the annual rental period. The Pole Attachment Rental Fee for each period shall be based on the number of Attachments on Licensor's Distribution Poles as of the day preceding the annual rental period. For Attachments that are authorized during any part of the first six (6) months of the annual rental period, the Pole Attachment Rental Fee will be assessed for the entire annual rental period. For Attachments authorized during any part of the second six (6) months of the annual rental period, the Pole Attachment Rental Fee shall be reduced by fifty percent (50%) for that first annual rental period.

7.2. Payment Period. All amounts payable under this Agreement shall be due within thirty (30) days of the date of invoice. Interest shall be charged at the rate of 1% or the maximum amount allowed by law on the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid.

7.3. Fee Increases. The Parties agree that the Pole Attachment Rental Fee may be adjusted as required by the Tennessee Valley Authority. On November 1, 2018 and at one-year intervals thereafter, the rental rate shall be subject to review by the Licensor. The new Pole Attachment Fee will be effective upon the Licensor providing the Licensee thirty (30) days written notice.

8. INSPECTIONS

8.1. Right to Conduct. Licensor may conduct inspections of Licensee's Attachments from time to time as necessary in Licensor's sole judgment to determine whether Licensee's Attachments meet the technical requirements and specifications listed in Section 4.3. If practicable, as determined in Licensor's sole judgment, Licensor shall provide ten (10) business days notice of such inspections to Licensee, and Licensee shall have the right to be present at and observe any such inspections. Such inspections may be conducted no more frequently than once every year, unless Licensor determines that more frequent inspections are necessary for reasons involving safety of persons or protection of property. Licensee shall reimburse Licensor for all costs and expenses of conducting inspections to the extent such expenses are attributable to Licensee's Attachments.

8.2. Safety Violations. If during inspection or otherwise Licensor determines that any of Licensee's Attachments do not conform with the technical requirements and specifications listed in Section 4.3, Licensee shall, upon notice by Licensor, pay a Safety Violation Fee for each such violation, and shall correct such nonconformance within thirty (30) days of notification of such nonconformance, unless in Licensor's sole judgment safety considerations require Licensee to take corrective action within a shorter period. Should Licensee fail to take all steps necessary to comply with this requirement, or if safety considerations so require, Licensor may elect to do such work itself, and Licensee shall reimburse Licensor for all costs incurred by Licensor. Licensor shall not be liable for any loss or damage to Licensee's facilities which may result, and Licensee shall be responsible for any additional damages resulting from its failure to act in a timely manner in accordance with these requirements.

9. AUDITS

9.1. Right to Conduct Audits. Licensor may conduct an audit of Licensee's Attachments to verify the number of Licensee's Attachments. Any such audit may be conducted no more frequently than once every year, unless Licensor in good faith believes that Licensee's reported number of Attachments is inaccurate, in which case Licensor may audit as frequently as is necessary in its sole discretion. Licensor must provide thirty (30) days notice of any such audit so that Licensee may be present and observe such audit. Licensee shall reimburse Licensor for all costs and expenses of conducting audits.

9.2. Review of Records in Lieu of Audit. Licensor and Licensee may mutually agree that in lieu of audits, the number of Attachments maintained by Licensee shall be determined from existing maps and attachment records. If both Parties agree to use this method, each Party shall make all relevant maps and records available to the other Party, and the number of Attachments maintained by Licensee shall be cooperatively determined. The accuracy of such maps and records must be verified by the Party proposing to use them. All records disclosed by Licensee will be considered proprietary and will not be shared with other parties.

10. UNAUTHORIZED ATTACHMENTS

10.1. Unauthorized Attachment Fee. Licensee shall pay to Licensor an Unauthorized Attachment Fee within thirty (30) days of notification of each Unauthorized Attachment. Licensor may require that such Unauthorized Attachment be removed by Licensee, or Licensor itself may remove the Unauthorized Attachment without liability, at Licensee's expense. The Unauthorized Attachment Fee shall be in addition to any and all other applicable fees, including without limitation, Pole Attachment Rental Fees due and payable for the current year and all prior years in which the Unauthorized Attachment existed. Nothing herein shall act to limit any other remedies, including a remedy for trespass, that may be available to Licensor as a result of any Unauthorized Attachment.

10.2. Licensor Failure to Act. No act or failure to act by Licensor with regard to any Unauthorized Attachment shall be deemed to ratify or license the Unauthorized Attachment. If an Application for such attachment is subsequently approved, such approval shall not operate retroactively to constitute a waiver by Licensor of any of its rights under this Agreement regarding the Unauthorized Attachment, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception with regard to any such Unauthorized Attachment.

11. REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES

11.1. Replacement or Relocation of Poles. Except in an emergency involving safety of persons or protection of property, as determined by Licensor in its sole judgment, Licensor shall provide twenty (20) days notice to Licensee whenever Licensor intends to replace or relocate an Attached Pole, or remove an Attached Pole in order to relocate facilities underground, specifying the poles involved and the time of such proposed replacement, relocation or removal. Licensee may, at the time so specified, transfer its Attachments to the new or relocated Attached Pole or the underground facilities, provided that Licensee has entered into a contract with Licensor authorizing the use of such underground facilities. Should Licensee fail to transfer its Attachments at the time specified for such transfer, Licensor may elect to transfer Licensee's Attachments, and Licensee shall reimburse Licensor for all costs of such transfer, and Licensor shall not be liable for any loss or damage to Licensee's facilities Licensee's customers loss for interruption which may result. Licensee shall be responsible for any additional damages resulting from its failure to transfer its Attachments. If Licensor has removed its attachments and Licensee's Attachment(s) remain on the original pole, Licensee shall become liable for the original pole, if it still exists, as provided in Section 12.1.

11.2. Replacement and Relocation Costs. Licensor shall replace or relocate Distribution Poles at its own expense. Notwithstanding the foregoing, if Licensor in good faith determines that a Distribution Pole needs replacement in order to accommodate Licensee's proposed Attachments, then Licensor may do so with Licensee's consent and Licensee will bear the expense of such replacement.

11.3. Vacating Pole Space. In the event it becomes necessary for Licensor, Licensor's subsidiary or affiliate or any other entity in which Licensor holds an interest, or another utility with whom Licensor has a prior agreement for pole attachments, to use the space on a Distribution Pole occupied or to be occupied by Licensee's Attachments, Licensee shall, upon receipt of sixty (60) days notice, either (a) vacate the space by removing its Attachments at its own expense, or (b) if Licensor decides to replace the pole with a larger pole that can accommodate Licensee's Attachments, bear the expense of such replacement and transfer its Attachments to the new pole.

11.4. Costs for Installation, Removal and Transfer of Licensee's Attachments. Licensee shall be solely responsible for all costs of installation, removal or transfer of its Attachments on, from or to Licensor's Distribution Poles.

11.5. Costs for Rearrangement of Other Facilities. In any case where the facilities of Licensor or another attachment(s) are required to be rearranged on the poles of Licensor in order to accommodate Licensee's Attachments, Licensee shall reimburse Licensor and the other attachment(s) the total reasonable costs incurred by Licensor or the other attachment(s) in rearranging such facilities to accommodate Licensee's Attachments.

12. ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES

12.1. Right to Abandon or Remove; Licensee Obligations. Upon sixty (60) days notice to Licensee, Licensor may in its sole discretion abandon or remove any Attached Pole. Within this 60-day period, Licensee shall remove its Attachments and may place its facilities underground if authorized to place its facilities underground, transfer its facilities to the nearest facilities owned by Licensor if authorized by Licensor, or take other action not inconsistent with this Agreement. If, at the expiration of the 60-day period, Licensor shall have no attachments on such pole but Licensee shall not have removed

all of its Attachments, such pole may be sold to and become the property of Licensee at the sole option and discretion of Licensor. If Licensor elects to sell such pole, Licensor shall provide Licensee with a properly authorized bill of sale reflecting the net book value of the pole. Licensee shall receive the pole "as is," and, to the extent permitted by law including but not limited to Section 177 of the Kentucky constitution, shall indemnify, defend and hold harmless Licensor from all obligation, liability, cost, claim, damage, expense or charge related thereto or raised thereafter. Should Licensor elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, Licensee shall comply with the terms and directions of the appropriate material safety data sheet, Tennessee Valley Authority, and with state and federal law regarding the maintenance, replacement, and/or disposal of the pole. Licensor does not warrant, guarantee, or imply that such pole possesses sufficient mechanical strength as required by or for any use of Licensee. Licensor makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of Licensor's facilities.

12.2. Governmental Requirement to Remove. In the event that the use of any Distribution Pole is or becomes lawfully forbidden by federal, state, Tennessee Valley Authority, county or municipal authorities or by owners of private property, Licensor shall provide sixty (60) day notice to Licensee that the Authorization covering the use of such pole will be terminated, and that the Attachment(s) of Licensee must be removed from the affected pole at Licensee's expense. Notwithstanding the foregoing, if the federal, state, county or municipal authority, or private landowner requires discontinuance of the pole in less than sixty (60) days, the notice provided by Licensor shall be reduced accordingly.

12.3. Governmental Requirement to Shorten Pole. If a governmental authority requires Licensor to reduce the height of a Distribution Pole such that the continued presence of Licensee's Attachments would not comply with the requirements of this Agreement, then the Authorization covering Licensee's Attachments to the pole shall immediately terminate upon notice from Licensor, and Licensee shall remove its Attachments from the affected pole at its own expense by the date specified by Licensor.

12.4. Removal of Attachments. Licensee may at any time and in its sole discretion remove any of its Attachments from Licensor's Distribution Poles, but shall provide seven (7) business days notice of such removal to Licensor. Such notice shall fully identify, by pole number and location, the poles from which such Attachments are being removed. Licensee's obligations to make Pole Attachment Rental Fee payments shall continue until (i) Licensor receives such notice, and (ii) Licensee actually removes its Attachments. No refund of any rental fee will be due on account of such removal unless that removal is triggered by a Default of this Agreement by Licensor.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1. Common Representations. Each Party represents and warrants that: (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement

13.2. Required Authorizations. Licensee represents and warrants that it has obtained all Required Authorizations, and covenants that it will maintain and comply with the Required Authorizations throughout the Term.

13.3. LIMITATIONS ON WARRANTIES. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S DISTRIBUTION POLES.

14. INDEMNIFICATION

14.1. Licensee Indemnification. To the extent permitted by law, including without limitation to Section 177 of the Kentucky Constitution, Licensee shall indemnify, protect, save harmless and insure Licensor, its officers, directors, employees and members, from and against any and all claims and demands for, or litigation with respect to, service interruptions, damages to property and for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages which may arise out of or be caused by Licensee or its agents, employees, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, rearrangement or removal of Licensee's Attachments or Unauthorized Attachments or the proximity of Licensee, its agents and employees on or in the vicinity of Licensor's Distribution Poles.

14.2. Licensor Indemnification. Licensor shall indemnify, protect, save harmless and insure Licensee from and against any and all claims and demands for, or litigation with respect to, damages to property, and for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by Licensor or its agents, employees, contractors or subcontractors on or in the vicinity of Licensee's authorized Attachments.

14.3. Notice. In the event of any claim, demand or litigation specified in this section, the Party to be indemnified (the "Indemnified Party") shall give prompt notice to the other Party (the "Indemnifying Party") of such claim, demand or litigation. The Indemnifying Party shall have sole control of the defense of any action or litigation on such a claim or demand (including the selection of appropriate counsel) and all negotiations for the settlement or compromise of the same, except that the Indemnifying Party may not make any non-monetary settlement or compromise without the Indemnified Party's consent, which consent shall not be unreasonably withheld. The Indemnified Party shall cooperate with the Indemnifying Party in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent the Indemnified Party from participating in the defense and/or settlement of any claim, demand or litigation by the Indemnified Party's own counsel at the Indemnified Party's own expense.

15. LIMITATIONS ON DAMAGES

EXCEPT AS PROVIDED FOR IN 200 KAR 5:312, OR UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES

SUFFERED BY LICENSEE OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF LICENSEE FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY COMMON LAW STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

16. INSURANCE

16.1. Insurance Requirement. Licensee or its Contractors shall carry insurance in such form and issued by such companies as are reasonably satisfactory to Licensor and names Licensor as an additional insured and loss payee to protect the Parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of any loss, injury, death or damage involving any Attachment. Throughout the Term of this Agreement, Licensee or its Contractors shall take out and maintain, and shall ensure that its agents, contractors and subcontractors take out and maintain, insurance that, names Licensor as an additional insured at a minimum, conforms with the RUS insurance requirements of 7 CFR §1788.11, as it may be amended, which currently requires:

- (a) Workers' compensation and employer's liability insurance, as required by law, covering all employees who perform any of Licensee's obligations under this Agreement. If workers' compensation or employer's liability insurance is not required by law in the state in which the poles subject to this Agreement are located, then insurance shall be obtained by Licensee that is equivalent to what would be applicable if workers' compensation and employer's liability laws were in effect.
- (b) Public liability insurance covering all of Licensee's operations under the Agreement with limits for bodily injury or death of not less than \$2 million each occurrence, limits for property damage of not less than \$2 million each occurrence, and \$2 million aggregate for accidents during the policy period. A single limit of \$2 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (c) Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, with limits for bodily injury or death of not less than \$2 million per person and \$2 million per occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may also be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

16.2. Certificate of Insurance. Within thirty (30) days of the Execution Date, Licensee shall furnish to Licensor a certificate evidencing compliance with the above insurance requirements. This certificate shall list Licensor as additional insured and loss payee and shall note specific cancellation language, as follows: "In the event of cancellation or material change of said policies, the insuring company shall give the Party to whom this certificate is issued thirty (30) days prior notice of such cancellation or material change." If Licensee fails to renew adequate insurance, Licensor may terminate this Agreement pursuant to Section 17 (Defaults).

16.3. Responsibility for Contractors. Licensee shall bear full responsibility for ensuring that its agents, contractors and subcontractors are in full compliance with the requirements of this section before they perform any work for Licensee in connection with this Agreement.

16.4. No Limitation on Indemnities. The purchase of the insurance required by this section shall not relieve Licensee of its liability or obligations under this Agreement, including indemnification of and holding Licensor harmless or otherwise limit Licensee's liability under Sections 14.1 and 14.3.

17. DEFAULTS

17.1. Licensee Default. If Licensee is in Default under this Agreement and fails to correct such Default within the cure period specified below, Licensor may, at its option, in its sole discretion and without further notice:

- (a) declare this Agreement to be terminated in its entirety;
- (b) terminate the Authorization covering the Distribution Pole(s) with respect to which such Default shall have occurred;
- (c) decline to authorize additional Attachments under this Agreement until such Defaults are cured;
- (d) suspend Licensee's access to or work on any or all of Licensor's Distribution Poles;
- (e) correct such Default and charge Licensee as provided in this Agreement; and/or
- (f) seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

17.2. Licensee Cure Period. For a period of thirty (30) days following receipt of notice from Licensor, Licensee shall be entitled to take all steps necessary to cure any Defaults. The 30-day notice and cure period does not apply to any Default by Licensee of its payment obligations under this Agreement.

17.3. Termination Because of Licensee Default. If Licensor terminates this Agreement because of Licensee's Default, Licensee shall not be entitled to any refund of any Pole Attachment Rental Fee.

17.4. Reimbursement for Licensor Work. If Licensee fails to cure a Default with respect to the performance of any work that Licensee is obligated to perform under this Agreement, Licensor may elect to perform such work, and Licensee shall reimburse Licensor for all costs related thereto.

17.5. Licensor Default. If Licensor is in Default under this Agreement, Licensor shall have thirty (30) days following notice from Licensee within which to correct such Default. If Licensor does not cure its Default within the allotted time period, Licensee may, at its sole discretion, either terminate this Agreement or seek specific performance of the terms of this Agreement through a court of competent jurisdiction. If Licensee elects to terminate the Agreement, Licensor shall within thirty (30) days refund to Licensee on a pro rata basis any Pole Attachment Rental Fee paid for the current annual rental period.

18. TERMINATION OF AGREEMENT

Upon termination of this Agreement, Licensee shall remove all of its Attachments from all of Licensor's Distribution Poles within sixty (60) days. If any Attachments are not so removed within sixty (60) days following such termination, Licensor shall have the right to remove such Attachments, and to use, dispose of or sell same, at Licensee's sole expense and without any liability to Licensor.

19. WAIVER OF TERMS OR CONDITIONS

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

20. MODIFICATIONS

Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented at any time only upon written agreement by the Parties hereto. Notwithstanding the foregoing, all Exhibits may be modified by Licensor upon thirty (30) day notice to Licensee. The names, addresses, facsimile numbers and electronic mail addresses to which notices must be sent may be modified by either Party upon notice to the other.

21. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property and services subject to this Agreement.

22. NOTICES

Any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other shall be in writing and shall be delivered via personal delivery, Federal Express (or other equivalent, generally recognized overnight delivery service), facsimile or electronic mail transmission, or certified U.S. mail return receipt requested. Notice given by facsimile shall be deemed to have been received when transmitted, provided that the sender shall have received a transmission report indicating that all pages of the notice have been transmitted with the correct facsimile number. Notice given by electronic mail shall be deemed given when directed to an electronic mail address at which the recipient has consented to receive such notice. Notice given by personal delivery, overnight delivery, or certified U.S. mail shall be effective upon receipt.

23. CONFIDENTIALITY

Neither Party shall at any time disclose, provide, demonstrate or otherwise make available to any third party any of the terms or conditions of this Agreement, except and only after obtaining the consent of the other Party, or as may be required by Tennessee Valley Authority, applicable law or governmental authorities. Notwithstanding the foregoing, nothing in this section shall prevent disclosure to a Party's authorized legal counsel who shall be subject to this confidentiality section, nor shall it preclude the use of this Agreement by the Parties to obtain financing, to make or report matters related to this Agreement in any securities statements, or to respond to any requests by Tennessee Valley Authority, governmental or judicial authorities; provided, however, that any such disclosure shall be limited to the extent necessary, and shall be made only after attempting to obtain confidentiality assurances. Notwithstanding the foregoing, prior to making any disclosure in response to a request of Tennessee Valley Authority, a governmental authority or legal process, the Party called upon to make such disclosure shall provide notice to the other Party of such proposed disclosure sufficient to provide the other with an opportunity to timely object to such disclosure.

The Licensee's obligations under this subsection are expressly limited by the Licensee's legal obligations under the Kentucky Open Records Act ("ORA") set forth in KRS 61.870 to 61.884. No breach of this Agreement shall be deemed to occur should the Licensee be required to disclose this Agreement under the

Kentucky Open Records Act.

24. FORCE MAJEURE

Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this section and its effect on performance required under this Agreement.

25. CONSTRUCTION OF AGREEMENT

This Agreement was reached by each Party after arms' length negotiations and upon the opportunity for advice of counsel, and shall not in any way be construed against either Party on the basis of having drafted all or any part of this document. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "including" or "includes" do not limit the preceding words or terms.

26. OWNERSHIP RIGHTS

All Attached Poles under this Agreement shall remain the property of Licensor, and Licensee's rights in Licensor's Distribution Poles shall be and remain a mere license for as long as authorized under the terms and conditions of this Agreement. Nothing herein shall be construed to compel Licensor to maintain any of its poles for a longer period than is required by Licensor's own service requirements.

27. THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the Parties and may be enforced solely by the Parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, except as provided herein.

28. SEVERABILITY

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail. In such event, however, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

29. PRIOR AGREEMENTS SUPERSEDED

This Agreement embodies the entire agreement between Licensor and Licensee with respect to the subject matter of this Agreement, and supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee, written or unwritten, with respect to that subject matter.

30. ASSIGNMENT AND TRANSFER

Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensor. Licensor may condition such consent upon the assignee's or transferee's agreement to reasonable additional or modified terms or conditions. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensee.

31. FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS

This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

32. SURVIVAL; LIMITATIONS ON ACTIONS

Regardless of the reason for termination of this Agreement, all rights and remedies available to Licensee and Licensor under the laws of the Commonwealth of Kentucky related to claims against and/or obligations of Licensor or Licensee which arose as a result of and/or accrued prior to the termination or expiration of the term(s) of this Agreement shall survive and be fully enforceable by Licensor and Licensee for the applicable statute(s) of limitations

[END OF TERMS AND CONDITIONS]

Exhibit 1.1

POLE ATTACHMENT APPLICATION

In accordance with the above referenced Agreement, application is hereby made for Licensee to make attachments to ____ (no more than 50) Distribution Poles located in or near _____, in the County of _____ and the State of _____.

The poles for which Authorization to attach is requested are listed by pole number below and further identified on the attached map.

The following information is attached as part of this Application:

- (a) construction plans and drawings detailing Licensee's build out plan;
- (b) maps indicating specifically the Distribution Poles of Licensor that Licensee proposes to use;
- (c) the number and character of the Attachments to be placed on each Distribution Pole;
- (d) all equipment to be included in Licensee's attachments;
- (e) Drop/Lift Poles that Licensee intends to install;
- (f) the total tension, weight, and transverse loading data for the wires, including multiplication by the applicable overload factors of the NESC;
- (g) the size and type of messenger wire including weight/feet and design tension;
- (h) the size and type of cable including weight/feet, design tension, and diameter;
- (i) a drawing showing the type and manner of bolted Attachments;
- (j) a drawing showing installation specifications, rating, and guy and anchor requirements proposed to be used by Licensee;
- (k) any pedestal attachments; and
- (l) any other information necessary, in Licensor's sole judgment, for Licensor to determine if the requirements of Section 4 are met.

LICENSEE:

By: _____

Title: _____

Date: _____

List of Poles
(use additional sheets as necessary)

Exhibit 1.10

Name of Licensee Company:

**LICENSOR RULES AND PRACTICES FOR
ATTACHMENTS**

1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of Licensor's Distribution Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. Licensee shall not place any guy attachments on Licensor's anchors.
3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.
4. Licensee shall check and verify the condition of any pole prior to climbing or performing work on it. If a pole is deemed unsafe, Licensee must immediately notify Licensor by telephone and in writing as soon as practicable.
5. All Attachments shall be located on the same side of each pole as any existing telephone or communications cable, or as otherwise designated by Licensor.
6. On Attached Poles where Licensor has secondary conductors, all Attachments shall be located on the same side of the pole as the secondary conductors, or as otherwise designated by Licensor.
7. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire.
8. Licensee shall install no power supply on any of Licensor's poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.
9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Licensor shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
11. All Attachments of Licensee shall have at least two inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
12. All of Licensee's Attachments shall comply with NESC clearance requirements and shall be located a minimum of forty (40) inches below Licensor's lowest attached facilities. All mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.

13. Licensee may, with prior approval of Licensor, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.
14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.
15. In the event that any of Licensee's proposed attachments are to be installed upon poles already jointly used by Licensor and another party(ies), Licensee shall negotiate with such other party(ies) to determine clearances between its facilities and those of Licensor and such other party(ies), except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.
16. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations. Such standards shall be signed and approved by a Professional Engineer representing Licensee, confirming that Licensee's standard installations conform with the NESC and good engineering design. With respect to non-standard Attachments, Licensee's Professional Engineer shall prepare or review plans for such non-standard Attachments, and submit such plans to Licensor with a statement that such non-standard Attachments comply with the NESC and good engineering design.

* * *

Exhibit 1.12

Name of Licensee Company:

MAKE READY ESTIMATE
AND ACCEPTANCE OF MAKE READY ESTIMATE

Make Ready Estimate

Licensors must perform the following Make Ready Work at an estimated cost to Licensee of \$ _____ and an estimated completion date of _____:

[SEE ATTACHED]

LICENSOR:

By: _____

Title: _____

Date: _____

* * *

Acceptance of Make Ready Estimate

The above Make Ready Estimate is accepted by Licensee.

Licensee shall complete installation of its Attachment(s) within ___ days following Licensor's notice of completion of Make Ready Work.

LICENSEE

By: _____

Title: _____

Date: _____