

**SCHEDULE 9
COMPENSATION ON TERMINATION**

1. DEFINITIONS

In this Schedule 9, in addition to the terms defined in Schedule 1 [Definitions and Interpretation]:

"Employee Information" means written details related to employees employed by Operations Co, any Project Contractor or Sub-Contractor whose work (or any part of it) is work undertaken for the purposes of the Project, including:

- (a) the staffing plan and total number of such employees;
- (b) the employment costs for such employees;
- (c) the amount of severance payable to such employees used in the calculation of any Employee Payments and all relevant information used in determining such amounts; and
- (d) any other information that the Authority or Project Co may reasonably require in relation to the calculation of any Employee Payments in respect of Operations Co, any Project Contractor or Sub-Contractor;

"Employee Payments" means any liability that has been reasonably incurred by Operations Co arising as a result of termination of this Project Implementation Agreement under collective agreements, employment agreements or under any other agreements with employees of Operations Co, including severance (whether accrued or not), vacation pay and sick pay accrued but excluding any Distribution;

"Project Contractor Breakage Costs" means the amount payable by Project Co to Operations Co under the terms of this Project Implementation Agreement or by Operations Co to a Project Contractor under the terms of a Project Contract as a direct result of the termination of this Project Implementation Agreement or such Project Contract as a consequence of the termination of the Project Agreement, including all cancellation fees, restocking costs and demobilization expenses, but reduced (without duplication) to the extent that:

- (a) Operations Co, the Project Contractors and any Sub-Contractors fail to take all reasonable steps to mitigate such amount;
- (b) such amount relates to any agreements or arrangements entered into by Operations Co, the Project Contractors or the Sub-Contractors other than in the ordinary course of business and on commercial arm's length terms;
- (c) such amount is a Distribution; and
- (d) such amount includes any loss of overhead or profit of Operations Co, the Service Provider or its Sub-Contractors relating to any period or costs after the Termination Date (except to the extent they are properly included in any reasonable commercial breakage fee set out in this Project Implementation Agreement, Services Contract or applicable Sub-Contract).

2. TERMINATION AT AUTHORITY'S OPTION, FOR AUTHORITY EVENT OF DEFAULT OR FOR PROJECT CO EVENT OF DEFAULT

2.1 Calculation of Termination Payment

If (i) the Authority terminates the Project Agreement pursuant to Section 2.1(a) of the Project Agreement or pursuant to Section 12.4 of the Project Agreement as a result of a Project Co Event of Default (as defined in the Project Agreement) not caused by an Operations Co Event of Default, (ii) Project Co terminates the Project Agreement pursuant to Section 13 of the Project Agreement or (iii) Operations Co terminates this Project Implementation Agreement pursuant to Section 13, Project Co will, subject to the Pass-Down Provisions, if applicable, and subject further to the repayment of the Senior Debt, pay to Operations Co a Termination Payment which will be calculated as the aggregate amount, without duplication, of:

- (a) the Employee Payments and the Project Contractor Breakage Costs;
- (b) any accrued but unpaid amounts owing and payable by Project Co to Operations Co under this Project Implementation Agreement;
- (c) any Insurance Receivables, if and to the extent Operations Co has assigned them to Project Co; and
- (d) the aggregate amount for which the then issued and outstanding shares in Operations Co could have been sold for Fair Market Value on the date immediately before the Termination Date based on the assumption that there has been no default by the Authority or Project Co, that the sale is on a going concern basis and that no restrictions exist on the transfer of equity capital,

LESS, to the extent it is a positive amount, the aggregate amount, without duplication, of:

- (e) the aggregate of all credit balances in any bank accounts held by or on behalf of Operations Co on the Termination Date that are secured in favor of the Senior Secured Creditors;
- (f) the value of any amounts due and payable from third parties (but only when received from third parties) but excluding any claims under a Project Contract or claims against other third parties which have not been determined or have been determined but not yet paid, provided that, in such case, Operations Co will assign any such claims under the Project Contracts or claims against other third parties to Project Co (or as Project Co may direct) and give Project Co reasonable assistance in prosecuting such claims;
- (g) the market value of any other assets and rights, including any undrawn performance security, of Operations Co (other than those transferred to the Authority or Project Co pursuant to this Project Implementation Agreement) less liabilities of Operations Co properly incurred in carrying out its obligations under this Project Implementation Agreement as at the Termination Date to the extent realized before the Termination Payment Date, provided that no account will be taken of any liabilities and obligations of Operations Co arising out of:

- (1) agreements or arrangements entered into by Operations Co to the extent that such agreements or arrangements were not entered into in connection with Operations Co's obligations in relation to the Project; or
 - (2) agreements or arrangements entered into by Operations Co to the extent that such agreements or arrangements were not entered into in the ordinary course of business and on commercial arm's length terms; and
- (h) any other amounts that Project Co is entitled to set off or deduct pursuant to Section 9.11 of this Project Implementation Agreement,

provided that the Termination Payment will only be payable by Project Co to Operations Co if, and to the extent that, Project Co is paid the corresponding amounts by the Authority pursuant to Section 2 of Schedule 9 [Compensation on Termination] to the Project Agreement.

To the extent that the assets and rights referred to in Section 2.1(g) are not realized and applied pursuant thereto, Operations Co will, on payment of the amount due under this Section 2.1, assign such assets and rights to Project Co or as Project Co may direct.

For clarity, to the extent that the Authority terminates the Project Agreement pursuant to Section 12.4 of the Project Agreement as a result of a Project Co Event of Default (as defined in the Project Agreement) not caused by an Operations Co Event of Default or Operations Co terminates this Project Implementation Agreement pursuant to Section 13 as a result of a Project Co Event of Default not caused by an Authority Event of Default under the Project Agreement, neither the Pass-Down Provisions nor the proviso following Section 2.1(h) will apply to the payment of the Termination Payment by Project Co to Operations Co as calculated in this Section 2.1.

The Termination Payment due to Operations Co under this Section 2.1 will, if applicable, include the balance of the Termination Payment (as defined in the Project Agreement) received by Project Co from the Authority under the Project Agreement after repayment in full of the Senior Debt and the Junior Debt.

2.2 Notice to Project Co

As soon as practicable after termination of the Project Agreement by the Authority pursuant to Section 2.1(a) or Section 12.4 of the Project Agreement or by Project Co pursuant to Section 13 of the Project Agreement or termination of this Project Implementation Agreement by Operations Co pursuant to Section 13, Operations Co will, acting reasonably, notify Project Co of the Termination Payment claimed by Operations Co as of an estimated Termination Payment Date and include in such notice the details and calculations of each component thereof. Operations Co will provide to the Authority and Project Co all such documentation and information as may be reasonably required by the Authority or Project Co to substantiate the amount of the Termination Payment, including Employee Information.

3. TERMINATION FOR OPERATIONS CO EVENT OF DEFAULT

3.1 Calculation of Termination Payment

If Project Co terminates this Project Implementation Agreement pursuant to Section 12.4:

- (a) if the Termination Payment (as defined in the Project Agreement) received by Project Co from the Authority pursuant to Section 3 of Schedule 9 [Compensation on Termination] to the Project Agreement exceeds the amount required to repay the Senior Debt and the Junior Debt, Project Co will pay to Operations Co a Termination Payment which will be calculated as the aggregate amount, without duplication, of:
 - (1) the Employee Payments and the Project Contractor Breakage Costs;
 - (2) any accrued but unpaid amounts owing and payable by Project Co to Operations Co under this Project Implementation Agreement; and
 - (3) the amount, if any, by which the amount of capital contributed to Operations Co by its equity investors exceeds the amount of all Distributions made by Operations Co to its equity investors; and
- (b) if the Termination Payment (as defined in the Project Agreement) received by Project Co from the Authority pursuant to Section 3 of Schedule 9 [Compensation on Termination] to the Project Agreement is less than the amount required to repay the Senior Debt and the Junior Debt, Operations Co will pay to Project Co a Termination Payment equal to the shortfall, up to the amount of the DB Default Termination Payment (as defined in the Design-Build Agreement) or the SP Default Termination Payment (as defined in the Services Contract), as applicable.

3.2 Notice to Project Co

As soon as practicable after termination of this Project Implementation Agreement by Project Co pursuant to Section 12.4, Project Co will notify Operations Co of the amount of the Termination Payment to be received by Project Co from the Authority pursuant to Section 3 of Schedule 9 [Compensation on Termination] to the Project Agreement and, if applicable, Operations Co will notify Project Co of the amount of the DB Default Termination Payment (as defined in the Design-Build Agreement) or the SP Default Termination Payment (as defined in the Services Contract), as applicable. Project Co will provide to Operations Co all such documentation and information as may be reasonably required by Operations Co to substantiate the Termination Payment to be received by Project Co from the Authority pursuant to Section 3 of Schedule 9 [Compensation on Termination] to the Project Agreement. If applicable, Operations Co will provide to the Authority and Project Co all such documentation and information as may be reasonably required by the Authority or Project Co to substantiate the amount of the DB Default Termination Payment (as defined in the Design-Build Agreement) or the SP Default Termination Payment (as defined in the Services Contract), as applicable.

4. NO-FAULT TERMINATION

4.1 Calculation of Termination Payment

If either the Authority or Project Co terminates the Project Agreement pursuant to Section 6.3, Section 6.4, Section 6.10, Section 8.4 or Section 8.6 of the Project Agreement, Project Co will, subject to the Pass-Down Provisions and subject further to the repayment of the Senior Debt, pay to Operations Co a Termination Payment equal to the aggregate of:

- (a) the Employee Payments and the Project Contractor Breakage Costs;
- (b) any accrued but unpaid amounts owing and payable by Project Co to Operations Co under this Project Implementation Agreement; and
- (c) the amount, if any, by which the amount of capital contributed to Operations Co by its equity investors exceeds the amount of all Distributions made by Operations Co to its equity investors,

LESS:

- (d) the amount of any Distributions other than those referred to in (c) above; and
- (e) any other amounts that Project Co is entitled to set off or deduct pursuant to Section 9.11 of this Project Implementation Agreement,

provided that the Termination Payment will only be payable by Project Co to Operations Co if, and to the extent that, Project Co is paid the corresponding amounts by the Authority pursuant to Section 4 of Schedule 9 [Compensation on Termination] to the Project Agreement.

The Termination Payment due to Operations Co under this Section 4.1 will, if applicable, include the balance of the Termination Payment (as defined in the Project Agreement) received by Project Co from the Authority under the Project Agreement after repayment in full of the Senior Debt and the Junior Debt.

4.2 Notice to Project Co

As soon as practicable after termination of the Project Agreement by either the Authority or Project Co pursuant to Section 6.3, Section 6.4, Section 6.10, Section 8.4 or Section 8.6, Operations Co will, acting reasonably, notify Project Co of the Termination Payment claimed by Operations Co as of an estimated Termination Payment Date and include in such notice the details and calculations of each component thereof. Operations Co will provide to the Authority and Project Co all such documentation and information as may be reasonably required by the Authority or Project Co to substantiate the amount of the Termination Payment, including Employee Information.

5. ADJUSTMENTS AND DISPUTES

5.1 Time Related Adjustments

The parties acknowledge and agree that the calculation of any Termination Payment pursuant to Section 2, 3 or 4 of this Schedule 9 is as of an estimated Termination Payment Date and that such estimated date may not be the actual Termination Payment Date for reasons which may include the existence of a Dispute. The parties will act reasonably in adjusting the amount of such calculated Termination Payment to reflect the actual Termination Payment Date.

5.2 Not Used

5.3 Disputes

If:

- (a) Project Co does not agree with Operations Co's determination of the Termination Payment under Section 2 or 4 of this Schedule 9, Project Co may, within 30 days of the notice referred to in Section 2.2 or 4.2 of this Schedule 9, as the case may be, refer the matter to the Dispute Resolution Procedure, including, without limitation, the review of the Dispute by the Secretary of the Finance and Administration Cabinet; or
- (b) Operations Co does not agree with Project Co's determination of the Termination Payment under Section 3 of this Schedule 9, Operations Co may, within 30 days of the notice referred to in Section 3.2 of this Schedule 9 refer the matter to the Dispute Resolution Procedure, including, without limitation, the review of the Dispute by the Secretary of the Finance and Administration Cabinet.

If either party does not refer the matter to the Dispute Resolution Procedure within the periods provided for in (a) or (b) above, as applicable, such party will be deemed to have agreed to the amount of the applicable determination of the Termination Payment as of the estimated Termination Payment Date.

6. PAYMENTS

6.1 Termination Payment Date

The Termination Payment Date for any Termination Payment will be determined as follows:

- (a) if the amount is owing by Project Co to Operations Co, within 5 Business Days of the date Project Co receives a corresponding Termination Payment from the Authority under the Project Agreement;
- (b) if the amount is owing by Operations Co to Project, within 30 days of the date of determination; and
- (c) if the amount thereof is the subject of a Dispute, 30 days after the amount of the Termination Payment is determined under the Dispute Resolution Procedure, including, without limitation, the review of the Dispute by the Secretary of the Finance and Administration Cabinet.

6.2 Full Settlement

Any compensation paid by Project Co to Operations Co under this Schedule 9 in the total amount owing hereunder or any agreement or determination that Project Co has no obligation to make any payment to Operations Co under this Schedule 9 will be in full and final settlement of each party's rights and claims against the other for termination of this Project Implementation Agreement and any Project Contract, whether under contract, tort, restitution or otherwise, but without prejudice to:

- (a) any antecedent liability of either party to the other that arose prior to the date of termination of this Project Implementation Agreement (but not from the termination itself), to the extent any such liability has not already been taken into account in determining the Termination Payment; and

- (b) any liability of either party to the other that may arise after the date of termination of this Project Implementation Agreement (but not from the termination itself), including, for greater certainty, liabilities arising under the provisions of this Project Implementation Agreement which are intended by Section 17.10 of this Project Implementation Agreement to survive termination, to the extent any such liability has not already been taken into account in determining the Termination Payment.

**SCHEDULE 10
LENDERS' REMEDIES AGREEMENT**

Refer to Schedule 10 to the Project Agreement.

SCHEDULE 11
PROJECT CONTRACTOR COLLATERAL AGREEMENT

Refer to Schedule 11 to the Project Agreement.

**SCHEDULE 12
OPERATIONS CO'S OWNERSHIP INFORMATION**

Operations Co represents and warrants that the following information is true and correct as of the date of this Project Implementation Agreement:

KentuckyWired Operations Company, LLC

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|----|---|---|
| 1. | Name: | KentuckyWired Operations Company, LLC |
| 2. | Date of Incorporation: | July 24, 2015 |
| 3. | File Number: | 5791148 |
| 4. | Jurisdiction of Incorporation: | State of Delaware |
| 5. | Member: | KentuckyWired Operations Holding Company, LLC |
| 6. | Manager: | Member managed |
| 7. | Subsidiaries: | None |
| 8. | Summary of any constitutional, contractual or other special voting rights, restrictions on powers of directors or similar matters relevant to the control of Operations Co: | Refer to Amended and Restated Limited Liability Company Agreement |

KentuckyWired Operations Holding Company, LLC

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|-----|--------------------------------|---|
| 9. | Name: | KentuckyWired Operations Holding Company, LLC |
| 10. | Date of Incorporation: | July 24, 2015 |
| 11. | File Number: | 5791144 |
| 12. | Jurisdiction of Incorporation: | State of Delaware |
| 13. | Members: | Macquarie NG-KIH Holdings, LLC Ledcor US Ventures Inc. First Solutions, LLC |
| 14. | Managers: | Nick Butcher Nick Hann Eliot Jamison Russell Zirnheld Joe Shelton |

15. **Subsidiary:** KentuckyWired Operations Company, LLC
16. **Summary of any constitutional, contractual or other special voting rights, restrictions on powers of directors or similar matters relevant to the control of KentuckyWired Operations Holding Company, LLC:** Refer to Amended and Restated Limited Liability Company Agreement

**SCHEDULE 13
DISPUTE RESOLUTION PROCEDURE**

1. DEFINITIONS

In this Schedule 13, in addition to the terms defined in Schedule 1 [Definitions and Interpretation]:

"Dispute Notice" has the meaning set out in Section 2.2 of this Schedule 13;

"Dispute Resolution Procedure" has the meaning set out in Section 2.1 of this Schedule 13;

"Referee" has the meaning set out in Section 2.5 of this Schedule 13;

"Referee Agreement" has the meaning set out in Section 2.5(c) of this Schedule 13;

"Referee Notice" has the meaning set out in Section 2.5 of this Schedule 13; and

"Senior Executive" means an executive who is in a position of authority above that of the party's Representative and, subject only to approval of the board of directors or similar governing body, has full authority to resolve and settle a Dispute.

2. DISPUTE RESOLUTION

2.1 Procedure

Unless both parties otherwise agree, all Disputes will be resolved in accordance with the provisions of this Schedule 13 (the "Dispute Resolution Procedure"), provided that the decision of the Independent Certifier that Site Completion has been achieved in respect of any Site is final and binding on the parties solely in respect of determining the commencement of Availability Payments (as defined in the Project Agreement). Except for the foregoing, any other Dispute related to the decision of the Independent Certifier that Site Completion has been achieved in respect of any Site may be the subject of a Dispute and may be subject to the Dispute Resolution Procedure under the Project Agreement.

2.2 Dispute Notice

The Dispute Resolution Procedure may be commenced by either party giving written notice to the other party (the "Dispute Notice") briefly setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought.

2.3 Project Representative Negotiation

Within 5 Business Days of one party receiving a Dispute Notice from the other, or such longer period as the parties may agree, a Representative of each party will meet and make good faith efforts to resolve the Dispute by without prejudice negotiations.

2.4 Senior Executive Negotiation

If the Dispute is not resolved pursuant to Section 2.3 of this Schedule 13 within 5 Business Days (or such longer period as the parties may agree) of the first meeting of the Representatives, a

Senior Executive of each party will meet and make good faith efforts to resolve the Dispute by without prejudice negotiations.

2.5 Fast Track Referee Process

If the Dispute is not resolved pursuant to Section 2.4 of this Schedule 13 within 5 Business Days (or such longer period as the parties may agree) of the first meeting of the Senior Executives, either party may, by written notice to the other party (a "Referee Notice"), request the appointment of a referee (the "Referee") as provided under the terms of this Section 2.5. The Referee will be appointed as an expert to resolve the Dispute and will participate in the resolution of the Dispute as set out below:

- (a) if the Referee Notice is given during the Construction Period, then the Independent Certifier will, as of the end of the 2nd Business Day following the delivery of the Referee Notice, be deemed the Referee unless:
 - (1) within 2 Business Days of the delivery of the Referee Notice, either (i) the parties agree that another person would be more suitable considering the nature of the Dispute, or (ii) either party gives written notice that it objects to the Independent Certifier acting as Referee in relation to the Dispute; or
 - (2) for any reason the Independent Certifier is unable to perform the duties of the Referee,

and, in either case, the Referee will be appointed in the manner described in Section 2.5(b) of this Schedule 13;

- (b) if the Dispute Notice is given during the Operating Period or Section 2.5(a) of this Schedule 13 requires that this Section 2.5(b) applies, the parties will appoint a Referee in the following manner:
 - (1) within 2 Business Days of the delivery of a Referee Notice, each party will submit in writing to the other party the names of no more than 2 candidates for Referee who are independent of the parties, experienced in the resolution of similar disputes and immediately available to perform the role of Referee in respect of the Dispute at hand;
 - (2) if a party has an objection to a proposed candidate, it will give written notice of such objection with reasons to the other party; and
 - (3) if, for any reason, within 3 Business Days of the delivery of a Referee Notice, a Referee has not been appointed, then either party or both parties may apply to a judge of the state court in Franklin County, Kentucky to select a Referee in relation to the Dispute;
- (c) the parties will enter into an agreement with the Referee generally in the form attached as Appendix 13A (the "Referee Agreement"); such agreement to be entered into no later than 2 Business Days after the Referee's appointment;

- (d) the Referee's fees and expenses will be shared equally by Project Co and Operations Co, provided that Project Co will pay the full amount of the Referee's fees and expenses on the day that such fees and expenses are due (including any advances on fees and expenses) in accordance with the Referee Agreement and Operations Co will reimburse Project Co for Operations Co's share of all such fees and expenses within 5 Business Days of receipt of a written demand from Project Co, failing which Project Co will be entitled to deduct the amount of Operations Co's share of the Referee's fees and expenses from amounts otherwise due to Operations Co under the provisions of this Project Implementation Agreement;
- (e) the Referee will conduct an impartial review of the Dispute in such manner as the Referee thinks fit, including carrying out on-site inspections and interviews with any persons that the Referee thinks fit;
- (f) the parties will comply with all reasonable requests from the Referee for additional information, documents and access to personnel which the Referee considers necessary for the review;
- (g) any submission or documentation in respect of the Dispute provided to the Referee by a party will also be provided to the other party;
- (h) the Referee may, with the written approval of both parties, retain other professional persons or experts to assist with the review and will pay due regard to any request by either party for him to retain such other professional persons or experts;
- (i) the Referee will not be obliged to conduct his inquiries in the presence of the parties or receive submissions from the parties, except to the extent that the Referee thinks fit, and may render his decision notwithstanding the failure of a party to participate in the proceedings;
- (j) the Referee will render a brief, written, reasoned and impartial decision on the Dispute, with copies to both parties within 5 Business Days of the signing by the Referee and both parties of the Referee Agreement referred to in Section 2.5(c) of this Schedule 13, or such longer period as agreed to in writing by both parties;
- (k) the Referee's decision will be in the form of a proposed determination of the rights of the parties having regard to the Referee's understanding of the relevant contractual provisions, the applicable law and the facts as agreed by the parties or as best the Referee is able to determine them;
- (l) each party acknowledges the value of having the Referee render a timely decision regarding the Dispute and, if the Referee is unable to render his decision within the time set or as extended by mutual agreement of the parties, then the parties will request that the Referee provide to the parties within such time such analysis of the Dispute as the Referee is able to make within that time and describe the further work the Referee recommends would be required in order to arrive at a reasoned decision;

- (m) subject to the provisions of Section 3.3 of this Schedule 13, a decision of a Referee is not binding on the parties but is intended to assist the parties to reach agreement with respect to the Dispute;
- (n) the proceedings under this Section 2.5 will be confidential and all information, data or documentation disclosed or delivered by either party to the Referee as a result of or in connection with his duties as Referee will be treated as confidential and neither of the parties nor the Referee will, except as would be permitted under Section 17 of this Project Implementation Agreement, disclose to any Person any such information, data or documentation unless the parties otherwise agree in writing, provided that nothing contained in this provision will prevent the submission in any subsequent proceedings of any evidence other than evidence that came into existence for the express purpose of submission to, or assistance of, the Referee; and
- (o) the proceedings by or before a Referee will be without prejudice in any subsequent proceedings.

2.6 Commencement of Proceedings

If the Dispute is not completely resolved by agreement between the parties within 10 Business Days of the receipt of the Referee's decision or analysis pursuant to Section 2.5 of this Schedule 13 (or such longer period as the parties may agree) or within 10 Business Days of the date on which the Referee's decision or analysis ought to have been received under Section 2.5 of this Schedule 13, either party may, pursuant to KRS 45A.230, present the Dispute to the Secretary of the Finance and Administration Cabinet for resolution. If the Secretary is unable to resolve the Dispute to the mutual satisfaction of the parties within 120 days, the provisions of KRS 45A.235 shall apply and either party may commence proceedings in respect of the Dispute in state court in Franklin County, Kentucky in accordance with KRS 45A.245 and, for clarity, the provisions of Section 17.4 of this Project Implementation Agreement will apply to any such proceedings.

3. GENERAL

3.1 Other Remedies

Nothing contained in this Schedule 13 will preclude a party from initiating a proceeding in state court in Franklin County, Kentucky for the purpose of obtaining an effective emergency or provisional remedy to protect its rights as necessary in the circumstances, including obtaining temporary and preliminary injunctive relief and other orders, whether before or after the Dispute has been initiated by a Dispute Notice.

3.2 Strict Compliance with Time Limits

The parties acknowledge that timely resolution of Disputes is mutually beneficial and the time limits set out in this Schedule 13, or as otherwise agreed by the parties, will therefore be strictly complied with and enforced.

3.3 Interim Decision

If a Dispute occurs then Project Co and Operations Co will in good faith carry out their respective obligations under this Project Implementation Agreement pending resolution of the Dispute pursuant to the Dispute Resolution Procedure. Prior to resolution of the Dispute, Project Co may, in its discretion by written notice to Operations Co, direct Operations Co to proceed in respect of the matter in Dispute or any related matter and Operations Co will comply with and implement the direction. Such direction will be without prejudice to Operations Co's rights to compensation or other rights under this Project Implementation Agreement. Nothing in this Schedule 13 will limit Project Co's right to require a Change.

3.4 Dispute Between the Authority and Project Co

Notwithstanding anything contained in this Schedule 13, if the subject matter of a Dispute between Project Co and Operations Co under this Project Implementation Agreement relates to the same or substantially the same subject matter as a dispute between the Authority and Project Co under the Project Agreement, then the parties agree that, to the extent that the Dispute is dealt with pursuant to the Dispute Resolution Procedure (as defined in the Project Agreement) provided for in the Project Agreement, they will defer to any decision reached pursuant to such Dispute Resolution Procedure and, as applicable, the provisions of Section 1.6 of this Project Implementation Agreement relating to Equivalent Project Relief will apply. Subject to Section 3.1 of this Schedule 13, to the extent that any such Dispute between the Authority and Project Co under the Project Agreement is being pursued, the parties agree that they will not pursue their Dispute under this Schedule 13. To the extent that the subject matter of a Dispute between Project Co and Operations Co under this Project Implementation Agreement would entitle Project Co to initiate a Dispute (as defined in the Project Agreement) with the Authority under the Project Agreement, Project Co will, if directed by Operations Co, refer such matter for resolution pursuant to the Dispute Resolution Procedure (as defined in the Project Agreement) provided for in the Project Agreement, in which case the provisions of Section 1.6 of this Project Implementation Agreement relating to Equivalent Project Relief will apply.

**APPENDIX 13A
REFEREE AGREEMENT**

BETWEEN:

[Name of Referee] (the "Referee")

AND:

KentuckyWired Infrastructure Company, Inc. ("Operations Co")

AND:

KentuckyWired Operations Company, LLC ("Project Co")

We write to confirm your appointment as a Referee under the project implementation agreement dated September 3, 2015 between Project Co and Operations Co (the "Project Implementation Agreement"). The terms of your appointment are as contained in Section 2.5 of Schedule 13 [Dispute Resolution Procedure] to the Project Implementation Agreement.

We confirm our agreement for you to review the Dispute(s) described in the Dispute Notice in accordance with the provisions of the Project Implementation Agreement, and to perform the functions of a Referee as described in Section 2.5 of Schedule 13 [Dispute Resolution Procedure] to the Project Implementation Agreement.

A copy of the Project Implementation Agreement and related materials will be forwarded to you shortly.

We confirm that your daily/hourly rate for fees is \$ _____. In addition to your invoiced fees, Project Co will pay any and all reasonable disbursements incurred in providing your services. Please submit your invoices on a monthly basis directly to _____ [Insert name of Project Co's Construction or Operating Period Representative, as applicable] ("Project Co's Representative"). Project Co will make payment within 30 calendar days of receipt.

Please confirm your agreement to the terms as set out in this letter by signing a copy of the enclosed letter and returning it to Project Co's Representative.

Yours truly,

Authorized Signatory of the Referee

Date

Authorized Signatory of Project Co

Date

Authorized Signatory of Operations Co

Date

**SCHEDULE 14
RECORDS AND REPORTS**

Schedule 14 to the Project Agreement is incorporated by reference with necessary amendments to reflect that Operations Co, rather than Project Co, will have the benefit of all rights and will be assuming all obligations related to records and reports.