

**AMENDMENT NO. 1 TO THE  
POLE ATTACHMENT AGREEMENT  
BETWEEN  
JACKSON ENERGY COOPERATIVE CORPORATION  
AND  
COMMONWEALTH OF KENTUCKY**

**THIS AMENDMENT NO. 1 TO THE POLE ATTACHMENT AGREEMENT** (“Amendment No. 1”) is made and entered into as of November 3, 2016 (“Effective Date”), by and between **JACKSON ENERGY COOPERATIVE CORPORATION** (“Cooperative”) and **COMMONWEALTH OF KENTUCKY** (“Commonwealth”) (each individually a “Party” and collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into that certain Pole Attachment Agreement, dated as of November 6, 2015, which sets forth the rights and obligations of the Parties with respect to all pole attachments on all plant owned by the Cooperative (the “Agreement”); and

**WHEREAS**, the Parties desire to amend the Agreement to include a new provision regarding Commonwealth’s right to share easements or similar rights to certain property, as described below.

**NOW, THEREFORE**, in consideration of the promises, and mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto modify the Agreement as follows:

1. **Amendment.** The Agreement is hereby amended to include a new Subsection C within the Section entitled “Easements and Right-of-Ways,” as follows:

C. **Right to Share Utility Easements.** Cooperative agrees to share with Commonwealth, but only to the extent permitted by applicable law, such easements or similar rights as Cooperative may have on, over or under the property of third parties where the facilities of Cooperative that are the subject of this Agreement may be located (“Utility Easements”); provided, however, that Commonwealth’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 Cooperative’s prior rights. Cooperative makes no representation or warranty of any kind or description with respect to any such Utility Easement or to any right Commonwealth may or may not have to share the use of such Utility Easements. To the extent Commonwealth makes any use of such Utility Easements, Commonwealth assumes all risks associated with Commonwealth’s right to do so. To the extent permitted by law, including without limitation Section 177 of the Kentucky Constitution, Commonwealth waives and releases Cooperative from, and shall indemnify Cooperative for, any claims or liabilities of any kind or description associated with the grant made by Cooperative hereunder.


2. **Certain Definitions.** Capitalized terms and phrases used and not otherwise defined in this Amendment No. 1 shall have the respective meanings assigned to them by the Agreement. The rules of interpretation, instruction, or both, set forth in the Agreement shall apply with equal force and effect to this Amendment No. 1.

3. **Governing Law.** The validity, interpretation, and performance of this Amendment No.1 and its provisions shall be governed by the laws of the Commonwealth of Kentucky.

4. **No Other Modification.** The Agreement is modified only as expressly set forth herein and is in all other respects ratified and affirmed.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

JACKSON ENERGY COOPERATIVE  
CORPORATION

By:   
Name: Carol Wright  
Title: President & CEO

COMMONWEALTH OF KENTUCKY



By: \_\_\_\_\_  
Name: William M. Landrum III  
Title: Secretary of the Finance and Administration Cabinet

APPROVED AS TO  
FORM & LEGALITY



APPROVED  
FINANCE & ADMINISTRATION CABINET