

WHOLESALE AGREEMENT CHANGE

This Wholesaler Agreement Change (this “Change”) dated as of October 29, 2020, (“Change Effective Date”) is entered into by and among the Commonwealth of Kentucky (the “Authority”), KentuckyWired Operations Company, LLC (“Operations Co”), and OpenFiber Kentucky Company, LLC (“Wholesaler”), pursuant to the Wholesaler Agreement previously entered into by and among the Authority, Operations Co, and Wholesaler dated as of October 13, 2017 (as amended, changed, or supplemented from time to time, the “Wholesaler Agreement”). Unless otherwise defined herein, all capitalized terms will have the meaning given to those terms in the Wholesaler Agreement or Project Agreement (as defined below).

RECITALS

A. The Authority and KentuckyWired Infrastructure, Inc. (“Project Co”) entered into a project agreement, which was amended and restated as of March 13, 2019 (as amended, changed, or supplemented from time to time, the “Project Agreement”). Project Co has, in turn, entered into the Project Implementation Agreement with Operations Co, which was amended and restated as of March 13, 2019 (as amended, changed, or supplemented from time to time, the “Project Implementation Agreement” and, with the Project Agreement, the “Project Agreements”).

B. The Authority, Operations Co, and Wholesaler entered into the Wholesaler Agreement.

C. Under the Project Agreements, twenty structures and related systems necessary for the housing of telecommunications equipment relating to the NG-KIH System (the “Huts”) were procured and installed.

D. Following an evaluation of the Huts, the Authority, Operations Co, and Wholesaler agreed to undertake a replacement, upgrade, and improvement of the Huts in order to provide for the long term needs of the NG-KIH System, provision of the Wholesaler Services, and to provide access to Wholesaler as set forth in the Wholesaler Agreement.

E. Pursuant to Section 4.1 of the Wholesaler Agreement, Wholesaler is willing to request and enter into this Change to purchase, invest in, and procure the design and construction of new structures and related equipment to replace the Huts (the “Replacement Huts”) and allow for their use in connection with the NG-KIH System.

F. Pursuant to Section 4.2 of the Wholesaler Agreement, the parties desire for initial ownership of the Replacement Huts to be with Wholesaler until the Authority purchases (or is deemed to have purchased) the Replacement Huts as set forth in this Change.

G. Accordingly, pursuant to Sections 4.1 and 4.2 of the Wholesaler Agreement and Section 2.15 of Schedule 1 to the Wholesaler Agreement, the parties have agreed to enter into this Change.

H. The parties confirm and agree that the recitals set forth in this Change are material terms included in this Change.

AGREED TERMS OF CHANGE

1. Hut Improvement/Replacement. Pursuant to this Change and in accordance with the specifications set forth on the attached **Schedule A**, Wholesaler shall: (a) remove and deliver the Huts to, or on behalf of, the Authority to a location designated in writing by the Authority; and (b) replace the Huts with the Replacement Huts, which are to be situated on existing Hut sites set forth on the attached **Schedule A** (together, the “Wholesaler Hut Replacement Services”), in each case in accordance with the April 8, 2020 General Terms and Conditions of Sale and Statement of Work No. 9, Telecommunication Site Upgrades and Improvements, Quote Number 2020-052698 between Wholesaler and Fujitsu Network Communications, Inc., which the parties agree is in compliance with industry standards and the requirements of applicable laws and regulations. Wholesaler shall contribute such personnel and resources as are reasonably necessary to carry out the Wholesaler Replacement Services as efficiently and expeditiously as possible.

Wholesaler is solely responsible for and has exclusive control over the means, methods, costs, and procedures of the Wholesaler Hut Replacement Services; however, Operations Co shall, at its sole cost and expense, coordinate the Wholesaler Hut Replacement Services with NG-KIH Design-Build LLC (“Design-Builder”) and LTS Kentucky Managed Technical Services LLC (“Service Provider”) (which shall include, among other things, presenting this Change to Design-Builder and Service Provider so that each of Design-Builder and Service Provider may determine if or how the Change will affect its scope and what additional costs will arise from the Change). Operations Co shall also provide such other cooperation and coordination as Wholesaler or the Authority shall reasonably request.

2. Payment for Hut Improvement/Replacement. Wholesaler estimates the cost to provide the Wholesaler Hut Replacement Services to be approximately \$7,756,991.23, as further set forth in **Schedule B**. All expenditures of Wholesaler in connection with the Wholesaler Hut Replacement Services will qualify as Capital Expenditures made in connection with Wholesaler Services under Section 1.1 of the Wholesaler Agreement. If the actual cost of the Wholesaler Hut Replacement Services exceeds the estimated amount set forth above, Wholesaler shall bear such excess costs, and the Purchase Prices (defined below) will be increased to reflect the excess costs; provided, however, Wholesaler shall not incur additional costs above the estimate for any tranche set forth on **Schedule B** in excess of ten percent (10%) of the estimate of such tranche as set forth on **Schedule B** without the Authority’s prior written approval. In addition, if the actual cost of the Wholesaler Hut Replacement Services is less than the estimate, the Purchase Prices (defined below) will be reduced accordingly. For clarity, the Purchase Prices set forth on **Schedule B** include all anticipated expenditures of Wholesaler in connection with the Wholesaler Replacement Services (including labor), but do not include the Capital Return that may accrue on such Purchase Prices in accordance with the Wholesaler Agreement. For further clarity, any such Capital Return shall (a) begin accruing on the date the Wholesaler actually makes such expenditure, (b) shall accrue only on the unpaid (including deemed paid) portion of the Purchase Prices, and (c) shall be amortized over five (5) years.

3. Replacement Hut Ownership.

- (a) In accordance with Section 4.2 of the Wholesaler Agreement, the parties agree that the Replacement Huts (excluding any salvaged equipment from the Huts, which shall be property of the Authority and be transferred to the Authority at a location designated by the Authority at Wholesaler's sole cost and expense) will be Wholesaler Assets and will remain owned by Wholesaler until the Authority purchases or is deemed to purchase the Replacement Huts (in whole or as segregable components) as set forth in this Change, including **Schedule B** attached hereto. The parties agree, however, that the items designated as "Retained Wholesaler Assets" in **Schedule B** shall remain Wholesaler Assets and are not subject to purchase by the Authority and shall not be deemed at any time to have been purchased by the Authority.
- (b) The Authority shall: (i) purchase the Replacement Huts and identified components thereof for the prices set forth on **Schedule B** (as adjusted from time to time) ("Purchase Prices") by delivering cash or other immediately available funds to Wholesaler; or (ii) be deemed to have purchased the Replacement Huts and identified components thereof as set forth on **Schedule B** at such time as the applicable Purchase Prices have been deducted from Net Ancillary Revenue in accordance with the Wholesaler Agreement.
- (c) The Authority may purchase the Replacement Huts and components thereof in any combination of Section 3(b)(i) and (ii) above (at the Authority's sole option), using funds from any source, at any time and without prepayment penalty. The Authority may make partial payments towards a tranche in the manner set forth in Section 3(g).
- (d) Promptly (but in any event within thirty (30) days) following Wholesaler's receipt of the full Purchase Price for any tranche set forth in **Schedule B** or the deemed recovery of the full Purchase Price for a tranche in the manner described in Section 3(b)(ii) above, Wholesaler will transfer the Replacement Huts and/or identified components in the applicable tranche, free and clear of all liens or other encumbrances, pursuant to a bill of sale executed by Wholesaler and delivered to the Authority. A form bill of sale is included in **Schedule B**. For clarity, the full Purchase Price for a tranche must be paid (or deemed paid pursuant to Section 3(b)(ii)) for any transfer of the Replacement Huts (and components thereof) in such tranche to occur, and all purchases or deemed purchases of the tranches must occur in the order set forth in **Schedule B**.
- (e) Receipt of the Purchase Price(s) will not constitute "revenue generated by Wholesaler Services" in accordance with the calculation of Net Ancillary Revenue under the Wholesaler Agreement.

- (f) Notwithstanding Wholesaler's initial ownership of the Replacement Huts, Wholesaler agrees not to create or grant to any person, any lien, security interest, encumbrance, cloud on title, mortgage, pledge, or similar interest in any Replacement Hut or component thereof, other than on any Retained Wholesaler Assets (as specified in **Schedule B**).
- (g) All purchases or deemed purchases of the tranches must occur in the order set forth in **Schedule B**. The Authority may, however, pay an amount greater than the amount set forth in a particular tranche, thereby reducing the Purchase Price (and Capital Return) of the next tranche accordingly. The Authority also may make partial payments towards the current tranche in amounts of at least \$100,000 no more than once every thirty days, and these partial payments will reduce the Purchase Price (and Capital Return) of the applicable tranche

4. Maintenance; Replacement Hut Access. The Authority will have responsibility for maintaining the Replacement Huts to the same extent it is responsible for maintenance of the Huts under the Project Agreements, as set forth in the attached **Schedule C**. The Authority and Operations Co are hereby granted a license to use the Replacement Huts for purposes of operating and maintaining the NG-KIH System in accordance with this Change, the Wholesaler Agreement, and the Project Agreements. To the extent that the Authority exercises its option to purchase the Replacement Huts (or segregable components thereof), or is deemed to have purchased the Replacement Huts pursuant to this Change, Wholesaler will maintain its right to access the Replacement Huts in order to provide Wholesaler Services in accordance with the Wholesaler Agreement, and Operations Co will maintain its right to access the Replacement Huts in order to carry out its obligations in accordance with the Project Agreements.

5. Site Access. For purposes of carrying out the terms of this Change, in accordance with Section 3.1(b) of the Wholesaler Agreement, Wholesaler will have: (a) rights sufficient for access to the Hut sites for performance of the Wholesaler Hut Replacement Services; and (b) rights sufficient for Wholesaler's ownership of the Replacement Huts to be placed on the Hut sites, which rights will run through at least the term of the Wholesaler Agreement or transfer of all of the Replacement Huts to the Authority. Such access rights will provide 24-hour access rights to the Hut/Replacement Hut sites on every day of the calendar year and may require reasonable notice to the property owner, except in case of emergency.

6. Release, Reimbursement, and Reservation of Rights. The Authority and Operations Co agree to release (i) Wholesaler and any of its members, managers, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and (ii) Macquarie Holdings (U.S.A.) Inc., Macquarie Capital (USA) Inc., Macquarie Communications Infrastructure Holdings LLC, and Macquarie Infrastructure Developments LLC (collectively, the "Macquarie Parties," each of which Wholesaler confirms are not affiliated with Operations Co, the Authority, Design-Builder, or Service Provider) and the Macquarie Parties' respective members, managers, officers, directors, employees, agents, shareholders, attorneys, insurers, successors, and assigns (collectively, the "Wholesaler Releasees") from any and all claims, causes of action, damages, or liabilities of any kind or nature, whether known or unknown, that relate in any way to the selection,

design, construction, and maintenance of the Huts (which, for the avoidance of doubt, shall not include the Replacement Huts or Wholesaler Replacement Hut Services) through the Change Effective Date (the “Released Claims”). Operations Co will reimburse Wholesaler and any other Wholesaler Releasee for any and all damages or expenses (including reasonable attorneys’ fees) incurred in connection with any litigation, arbitration, or dispute of any kind that exists or may arise concerning the selection, design, construction, and maintenance of the Huts, provided that Operations Co’s obligation will be limited to the amount Operations Co can recover from the relevant Operations Co Person, and Operations Co agrees that it will not be entitled to seek reimbursement from the Authority. The parties expressly acknowledge that this release is without prejudice to and does not impact Wholesaler’s indemnity obligations in Sections 11.1 and 11.2 of the Wholesaler Agreement in connection with the Wholesaler Hut Replacement Services. Notwithstanding the foregoing releases, nothing in this Change shall affect the Authority’s rights and remedies with respect to the Operations Co Releasees (defined below) under the Project Agreements, Wholesaler Agreement, and/or under applicable law.

Subject to and without limiting or altering the terms of the preceding paragraph, without prejudice to any of the Authority’s rights and remedies under the Project Agreements, the Authority has elected to enter into this Change. Without limiting the rights of the Authority, the Authority hereby notifies each party that, with the exception of the Released Claims, it reserves the right to exercise all rights and remedies under the Project Agreements, Wholesaler Agreement, and/or under applicable law. Furthermore, nothing herein shall constitute an agreement or acquiescence by the Authority that it is responsible to pay for the Replacement Huts.

Wholesaler and the Macquarie Parties each agree to release the Authority and any of its members, managers, officers, directors, employees, agents, attorneys, insurers, successors, and assigns (collectively, the “Authority Releasees”) from the Released Claims.

Wholesaler agrees to release Operations Co and any of its members, managers, officers, directors, employees, agents, attorneys, insurers, successors, and assigns (collectively, the “Operations Co Releasees”) from the Released Claims. The parties expressly acknowledge that this release is without prejudice to and does not impact Operations Co’s indemnity obligations set forth above or in Section 11.3 of the Wholesaler Agreement in connection with the Wholesaler Hut Replacement Services.

7. Mutual Representations and Warranties. Each party represents and warrants to each other party that:

- (a) such party has full power and capacity to enter into, carry out the transactions contemplated by, and duly perform all its obligations contained in this Change; and
- (b) the execution and delivery of this Change, and the completion of the transactions contemplated by this Change (including performance of the Wholesaler Services), have been duly authorized by all necessary action on the part of such party, and this Change has been duly executed and delivered by such party and constitutes a legal, valid, and binding obligation of such

party enforceable in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

8. Representations and Warranties of Wholesaler. The Wholesaler represents and warrants to each other party that it has the requisite resources, experience, and expertise, or has otherwise made arrangements with third parties approved by Wholesaler, the Authority, and Operations Co., which have the requisite, resources, experience, and expertise, to provide the Wholesaler Replacement Hut Services in accordance with this Change.

9. Records and Reports; Audit. Wholesaler will, at its own cost and expense, provide quarterly reports to the Authority summarizing the Wholesaler Hut Replacement Services provided in the period since the previous report and the Wholesaler Hut Replacement Services expected to be provided in the following quarter and such other information as may be agreed from time to time between Wholesaler and the Authority. Such reports shall include the amount and date of the costs incurred through the date of such report in connection with the Wholesaler Replacement Services, the Capital Return accrued through the date of such report, and the amount of Purchase Price paid (or deemed paid) by the Authority. In addition to all other rights and obligations imposed under this Change, the Authority shall have the right, upon reasonable notice but not more often than once per year, to conduct, or cause to be conducted, an audit of all records and property of Wholesaler related to the Wholesaler Hut Replacement Services to ensure that the Wholesaler is in compliance with this Change. This right to audit shall continue for three (3) years following the Termination Date.

10. Governing Law and Dispute Resolution. This Change will be interpreted and applied under the laws of the Commonwealth of Kentucky, notwithstanding any choice of law principles, as the parties' intent is for the substantive law of Kentucky to govern this Change. The parties agree that the Dispute Resolution Procedure in the Wholesaler Agreement will apply to any disputes arising under or relating to this Change. Any legal actions or proceedings brought by a party to this Agreement against any other party hereto will be brought in state court in Franklin County, Kentucky, in accordance with KRS 45A.245. Each party acknowledges the competence of such court and the convenience and propriety of the venue.

11. Entire Agreement. This Change reflects the entire agreement of the parties concerning the subject matter of this agreement and contains all representations and warranties made by the parties concerning this Change, except that the parties do not intend to waive or modify the terms of the Wholesaler Agreement unless expressly stated herein or by the necessary implication of any provision of this Change. This Change may not be modified or amended, except by the signed, written agreement of all parties. No provision of this Change may be waived except in writing, signed by the party providing the waiver.

12. Costs and Expenses. Each party will bear its own costs and expenses, including any attorney's fees, associated with negotiating and entering into this Change.

13. Further Assurances. The parties will do, execute, and deliver, or will cause to be done, executed, and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports, and opinions) and things as the other may reasonably request for the purpose of giving effect to this Change or for the purpose of establishing compliance with the representations, warranties, and obligations of this Change.

14. Force Majeure. If a Force Majeure Event of the types defined in the Wholesaler Agreement occurs, and Wholesaler is prevented from completing the Wholesaler Hut Replacement Services for a period of 180 days, either Wholesaler or the Authority may terminate this Change without penalty or further compensation or liability being incurred.

15. Counterparts. This Change may be signed in counterparts, each of which will be deemed an original. A facsimile or electronic transmission of a party's signature will be deemed an original.

16. Assignment. The parties agree that Section 17 of the Wholesaler Agreement shall apply to this Change.

[Signature page follows.]

As reflected by their signatures below, the parties have executed and agree to be bound by this Change, effective on the date set forth in the preamble, and the signatories affirm their ability to bind the party on behalf of whom their signatures are given.

THE COMMONWEALTH OF KENTUCKY

By: 
Jamie Link (Oct 29, 2020 08:11 EDT)

Name (printed): Jamie Link

Title: Executive Director

OPENFIBER KENTUCKY COMPANY, LLC

By: _____

Name (printed): _____

Title: _____

By: _____

Name (printed): _____

Title: _____

KENTUCKYWIRED OPERATIONS COMPANY, LLC

By: _____

Name (printed): _____

Title: _____

As reflected by their signatures below, the parties have executed and agree to be bound by this Change, effective on the date set forth in the preamble, and the signatories affirm their ability to bind the party on behalf of whom their signatures are given.

THE COMMONWEALTH OF KENTUCKY

By: _____

Name (printed): _____

Title: _____

OPENFIBER KENTUCKY COMPANY, LLC

By: David Flessas

Name (printed): David Flessas

Title: CEO

By: John Basil Spirtos

Name (printed): John Spirtos

Title: Manager

KENTUCKYWIRED OPERATIONS COMPANY, LLC

By: _____

Name (printed): _____

Title: _____

As reflected by their signatures below, the parties have executed and agree to be bound by this Change, effective on the date set forth in the preamble, and the signatories affirm their ability to bind the party on behalf of whom their signatures are given.

THE COMMONWEALTH OF KENTUCKY

By: _____

Name (printed): _____

Title: _____

OPENFIBER KENTUCKY COMPANY, LLC

By: _____

Name (printed): _____

Title: _____

By: _____

Name (printed): _____

Title: _____

KENTUCKYWIRED OPERATIONS COMPANY, LLC

By: 

Name (printed): Robert G. Morphonios

Title: Chief Executive Officer

**MACQUARIE HOLDINGS (U.S.A.) INC.,
(SOLELY FOR PURPOSES OF THE RELEASE GIVEN IN SECTION 6
AND CONSENT TO APPLICABLE MISCELLANEOUS PROVISIONS)**

By: 

Name (printed): Rob Kupchak

Title: Director

By: 

Name (printed): Diana Delgado

Title: Secretary

**MACQUARIE CAPITAL (USA) INC.,
(SOLELY FOR PURPOSES OF THE RELEASE GIVEN IN SECTION 6
AND CONSENT TO APPLICABLE MISCELLANEOUS PROVISIONS)**

By: 

Name (printed): Rob Kupchak


Title: Senior Managing Director

By: 

Name (printed): Sam Southall

Title: Senior Vice President

**MACQUARIE COMMUNICATIONS INFRASTRUCTURE HOLDINGS LLC,
(SOLELY FOR PURPOSES OF THE RELEASE GIVEN IN SECTION 6
AND CONSENT TO APPLICABLE MISCELLANEOUS PROVISIONS)**

By:  _____

Name (printed): Andrew Ancone

Title: Manager

By:  _____

Name (printed): Lawrence Handen

Title: Manager

**MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC,
(SOLELY FOR PURPOSES OF THE RELEASE GIVEN IN SECTION 6
AND CONSENT TO APPLICABLE MISCELLANEOUS PROVISIONS)**

By:  _____

Name (printed): Sandeep Gopalan

Title: Vice President

By:  _____

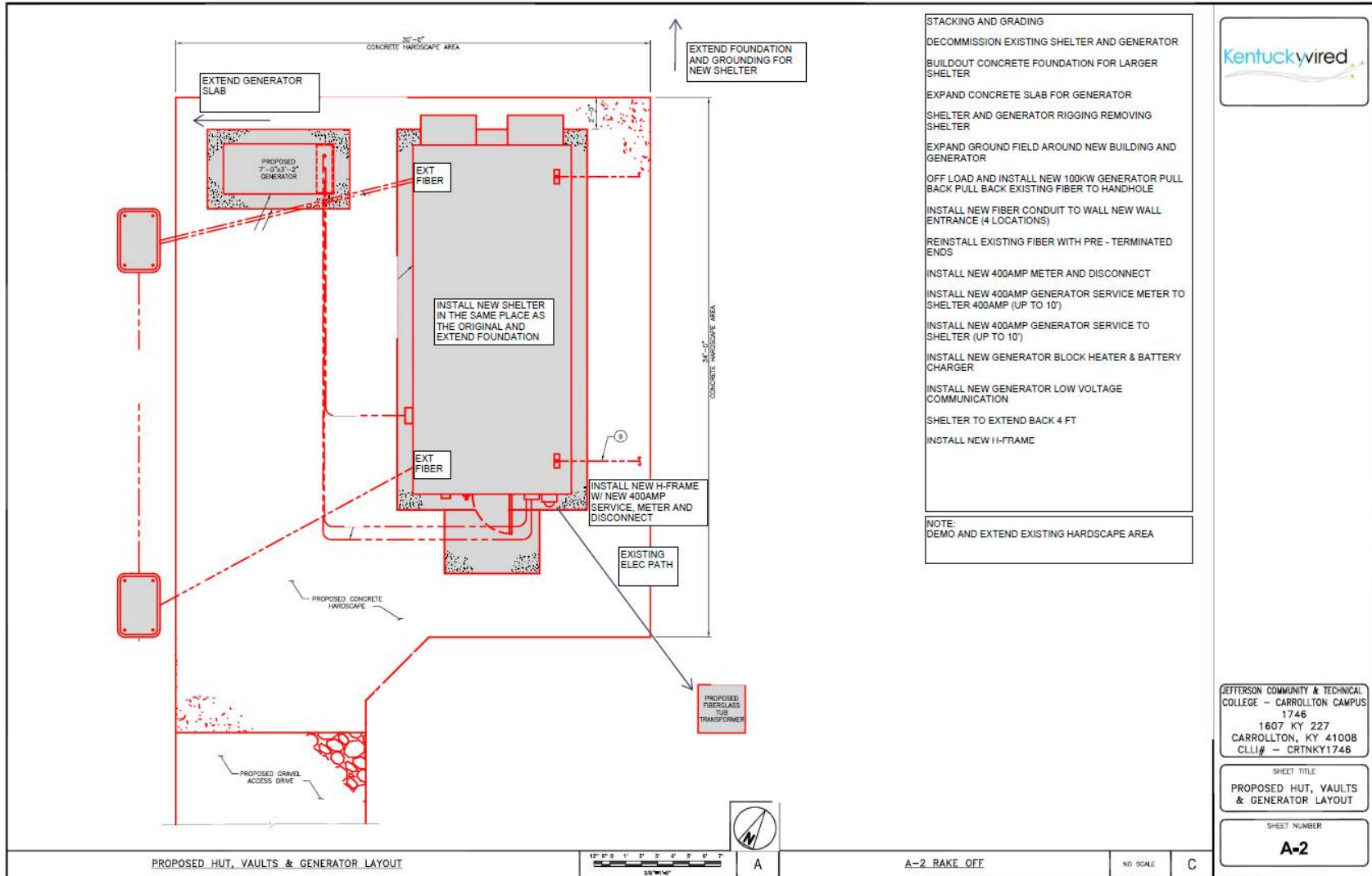
Name (printed): Sarah Schick

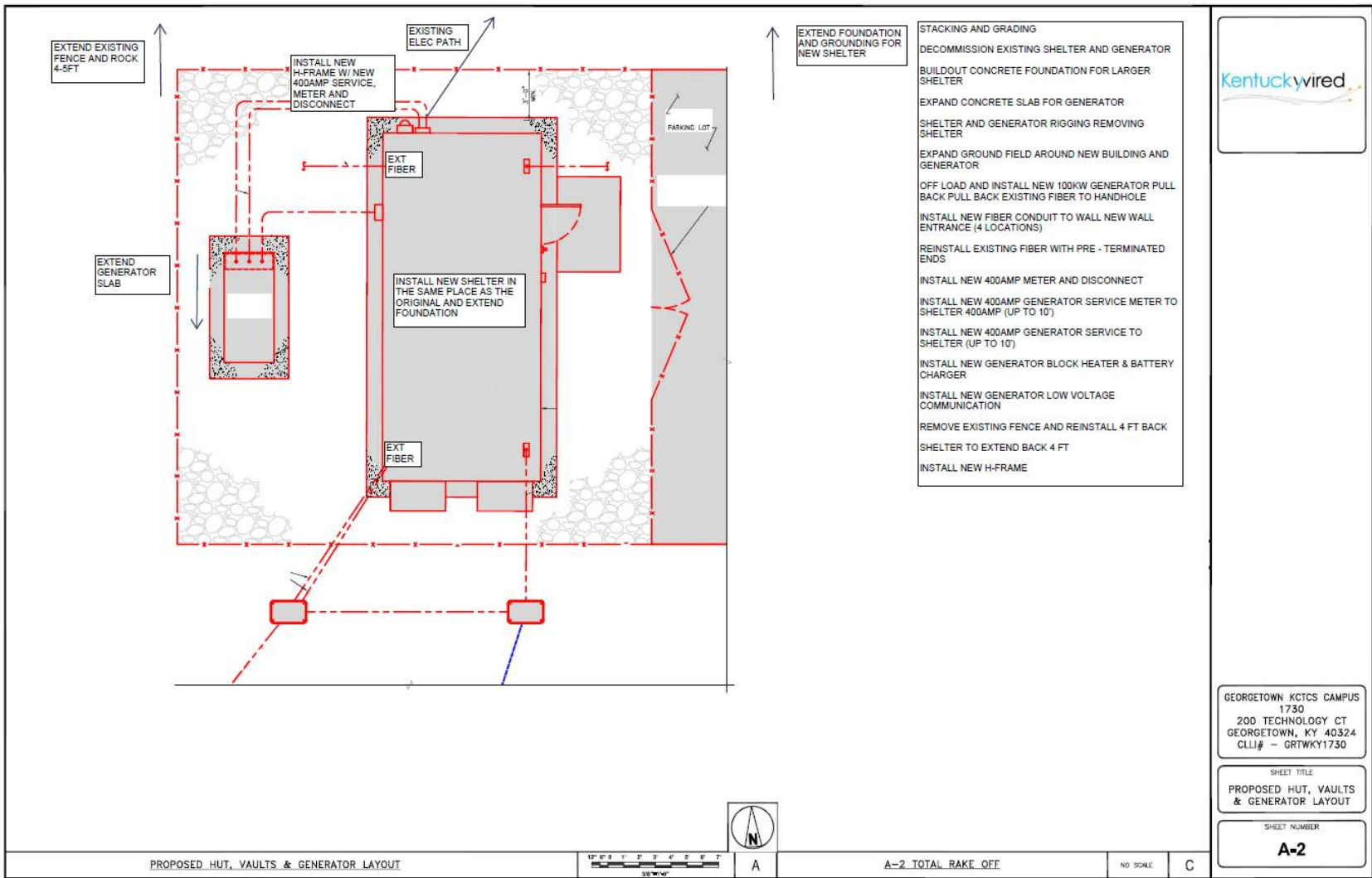
Title: Manager

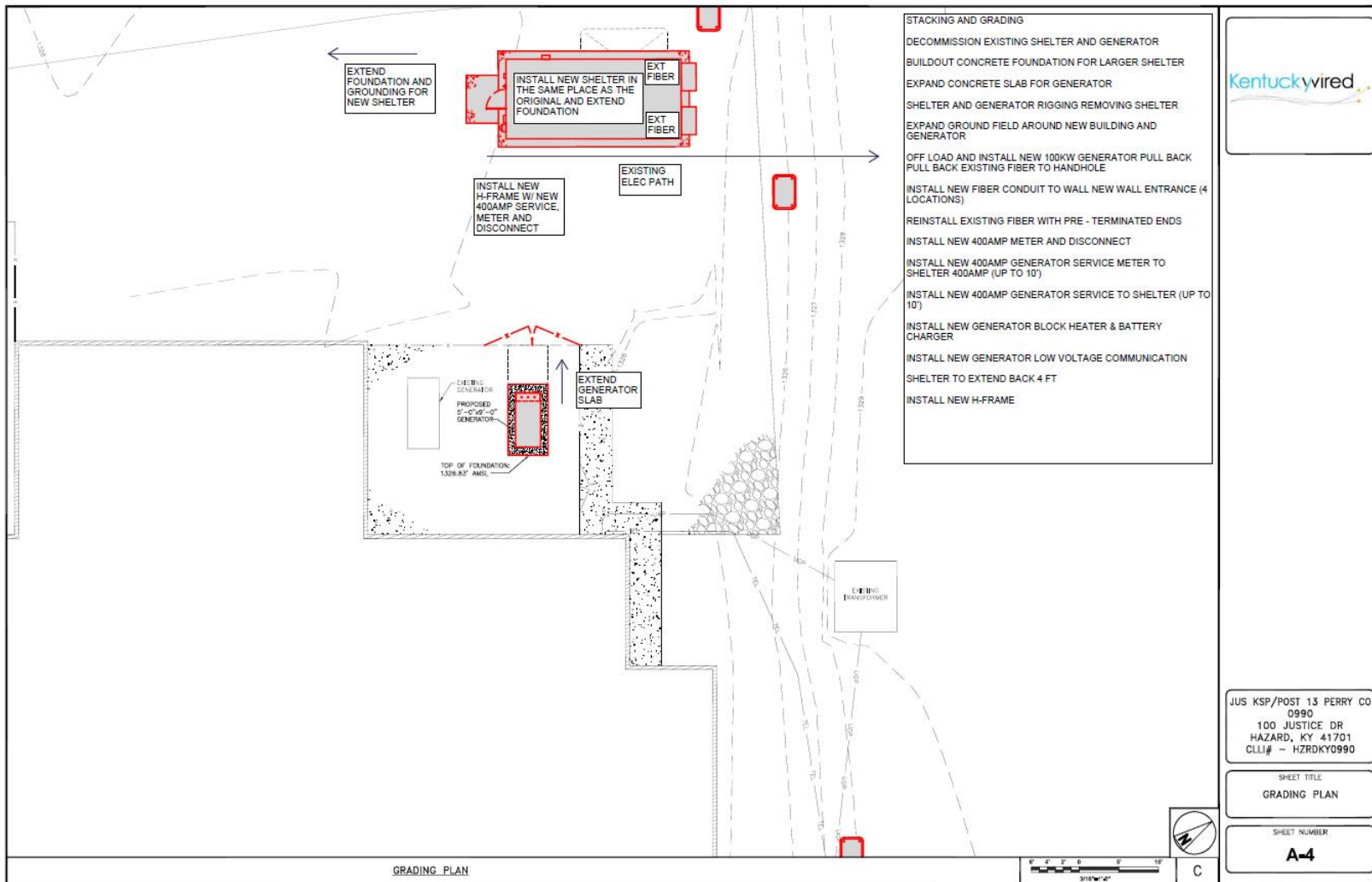
SCHEDULE A: REPLACEMENT HUT SPECIFICATIONS

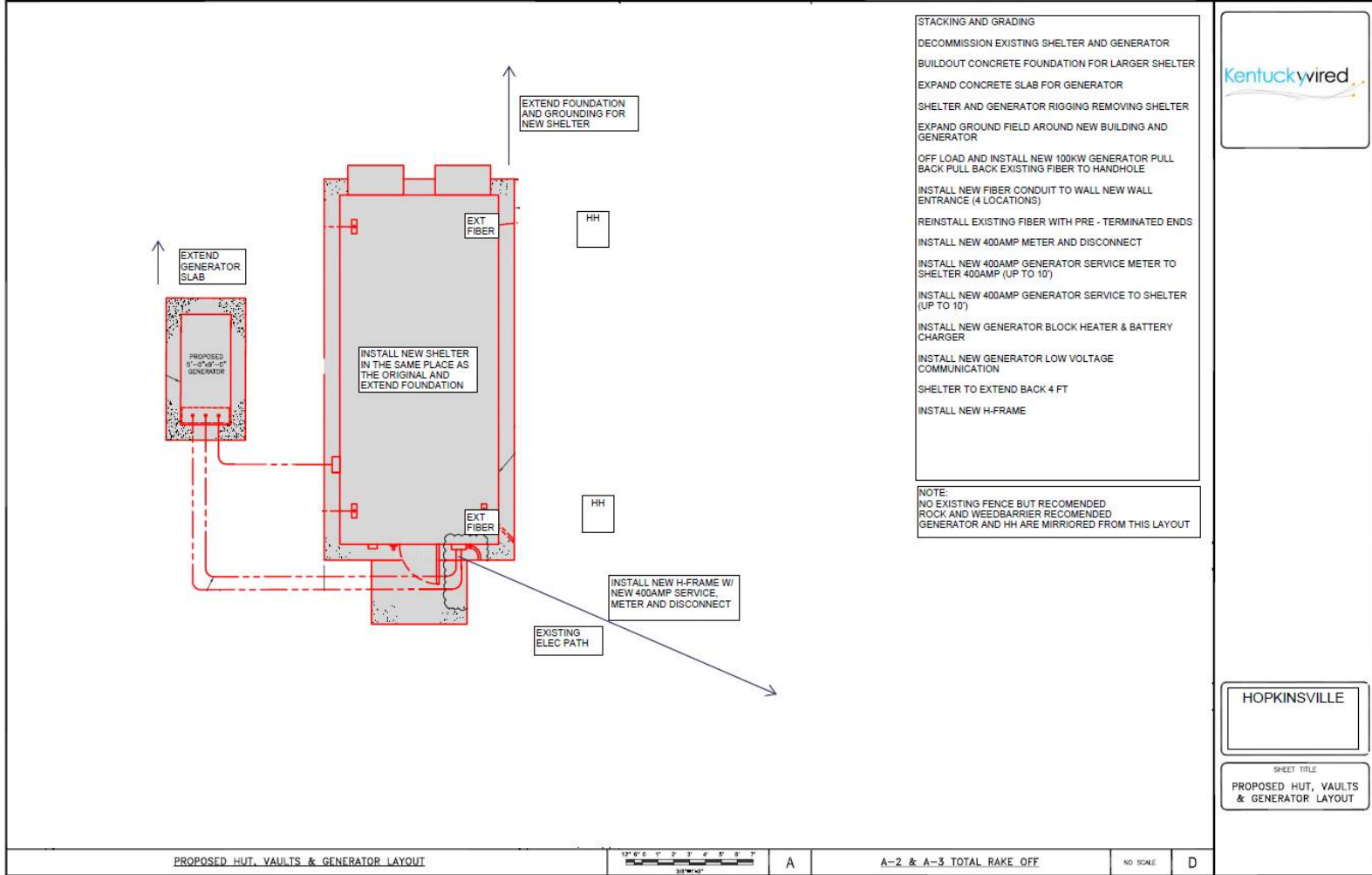
- Building to meet all Federal, state and local codes
- PE stamped drawings for submission to State of Kentucky that meets the requirements of modular construction requirements
- Third Party Inspections when required
- 12'x28'x10' O.D Precast Concrete Shelter
- Exposed Aggregate Exterior
- Alarm 66 Block with termination to door, smoke, ac, high and low temp
- 400 AMP 3 PHASE service
- Provide and install 80 feet ladder racking and fiber duct for racks
- 4 wall penetrations for fiber duct installation into building
- Moisture barrier for hut that complies with state requirements
- 400 AMP 3 Phase Manual Transfer switch with Generator receptacle
- 400 AMP 3 phase Automatic Transfer switch
- Electrical
 - Duplex receptacles – per National Electric code
 - Exterior Duplex Receptacle GFI
 - LED light fixtures
 - Exterior LED light fixture
 - Ground Bar
 - Step down single phase panel
 - Auto transfer switch wiring and connections to 400 amp service panel
 - Manual transfer switch and wiring associated with generator receptacle
 - Wiring of manual transfer switch to main electrical system
 - Ground ring for hut and equipment
- Alarm system
 - Keypad exterior, control system and hardware
 - Remote power switch
 - Humidity sensor, water sensor
 - Alarm Installation
- (2) 6 ton HVAC air conditioners
 - Lead lag controller for efficient use of HVAC system

SCHEDULE A: REPLACEMENT HUT SPECIFICATIONS CONTINUED INDIVIDUAL SITE PLANS









- STACKING AND GRADING
- DECOMMISSION EXISTING SHELTER AND GENERATOR
- BUILDOUT CONCRETE FOUNDATION FOR LARGER SHELTER
- EXPAND CONCRETE SLAB FOR GENERATOR
- SHELTER AND GENERATOR RIGGING REMOVING SHELTER
- EXPAND GROUND FIELD AROUND NEW BUILDING AND GENERATOR
- OFF LOAD AND INSTALL NEW 100KW GENERATOR PULL BACK PULL BACK EXISTING FIBER TO HANDHOLE
- INSTALL NEW FIBER CONDUIT TO WALL NEW WALL ENTRANCE (4 LOCATIONS)
- REINSTALL EXISTING FIBER WITH PRE - TERMINATED ENDS
- INSTALL NEW 400AMP METER AND DISCONNECT
- INSTALL NEW 400AMP GENERATOR SERVICE METER TO SHELTER 40DAMP (UP TO 10')
- INSTALL NEW 400AMP GENERATOR SERVICE TO SHELTER (UP TO 10')
- INSTALL NEW GENERATOR BLOCK HEATER & BATTERY CHARGER
- INSTALL NEW GENERATOR LOW VOLTAGE COMMUNICATION
- SHELTER TO EXTEND BACK 4 FT
- INSTALL NEW H-FRAME

NOTE:
 NO EXISTING FENCE BUT RECOMENDED
 ROCK AND WEEDBARRIER RECOMENDED
 GENERATOR AND HH ARE MIRRIORED FROM THIS LAYOUT



HOPKINSVILLE

SHEET TITLE
 PROPOSED HUT, VAULTS
 & GENERATOR LAYOUT

PROPOSED HUT, VAULTS & GENERATOR LAYOUT

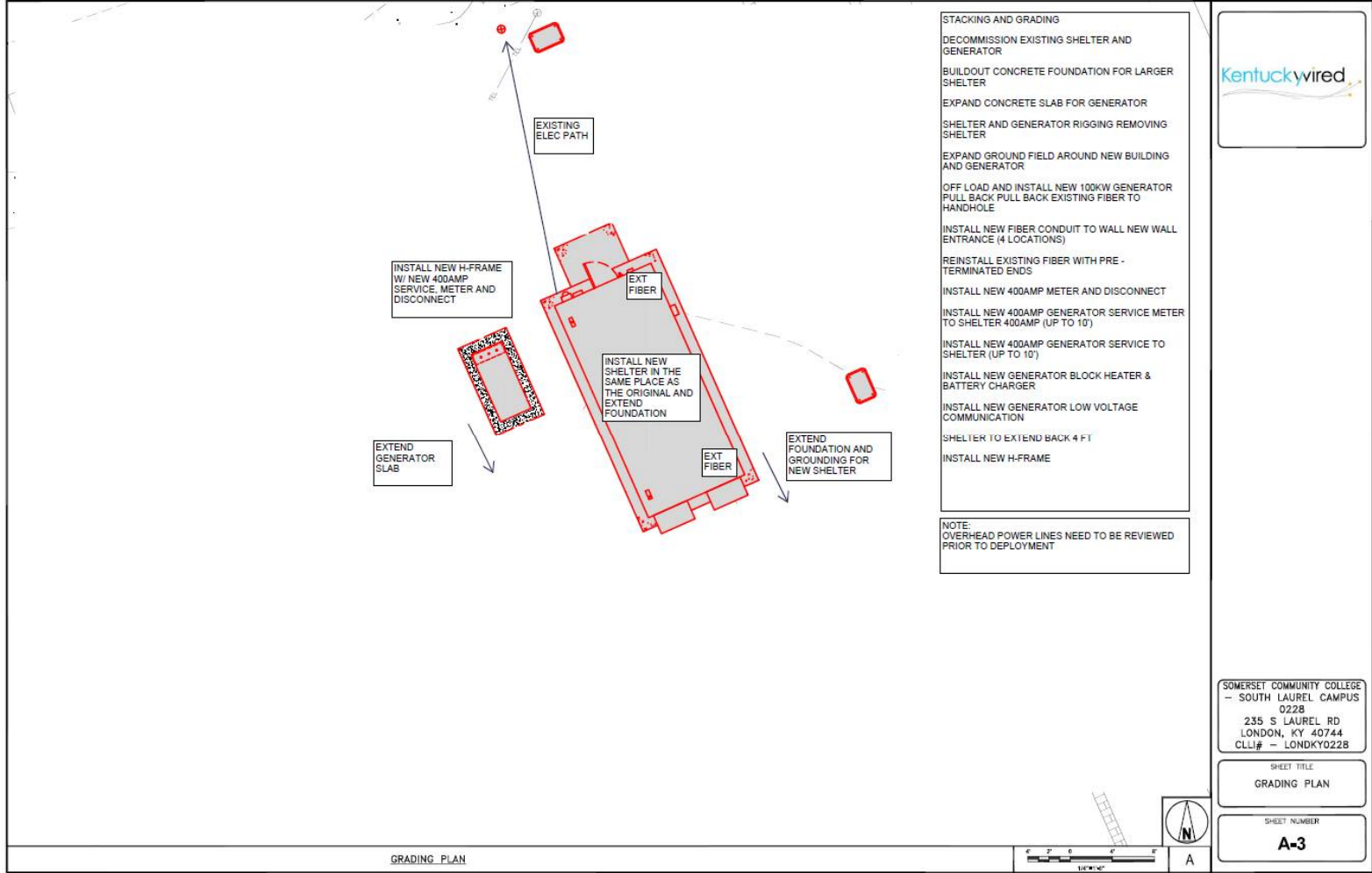


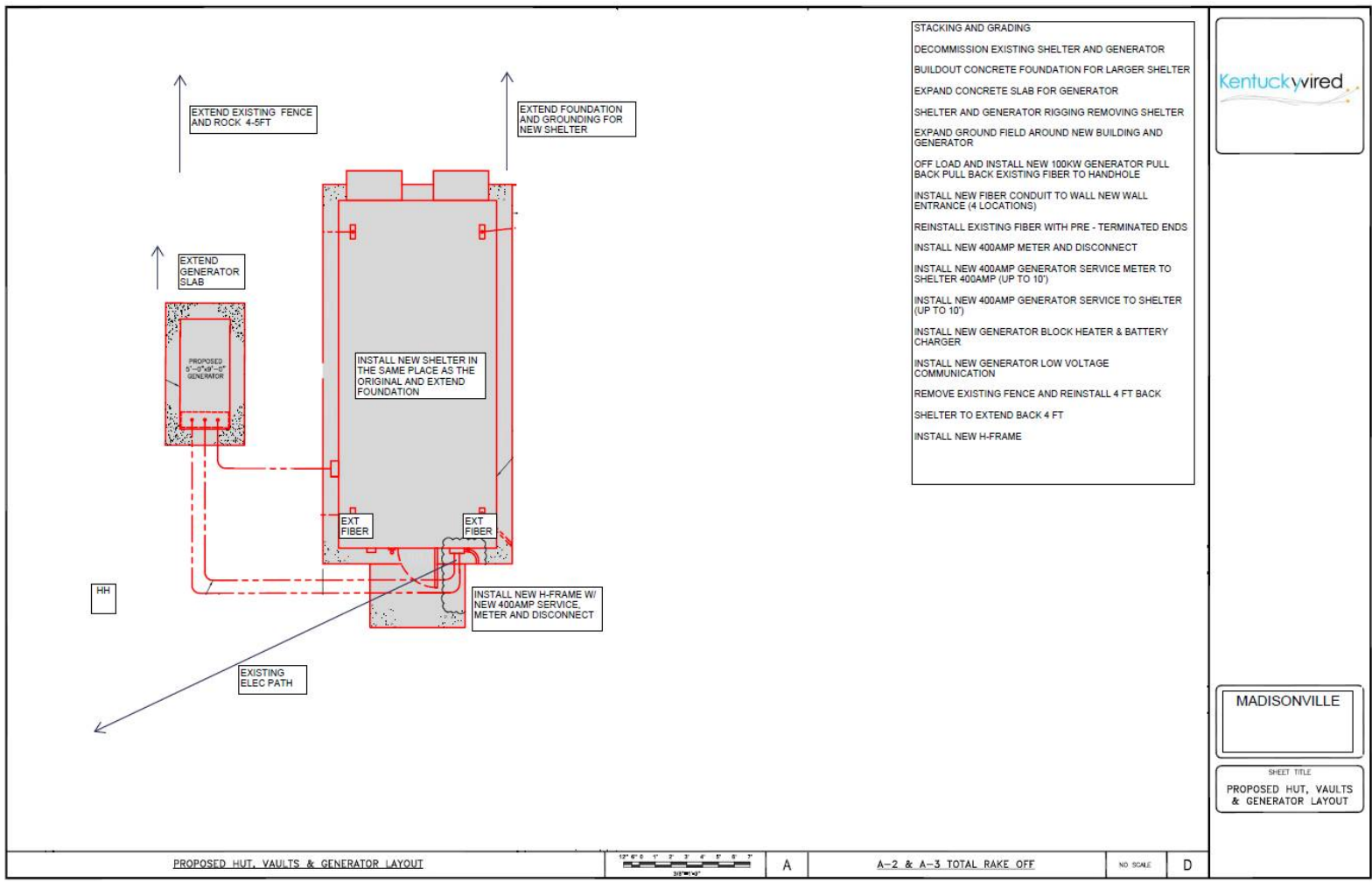
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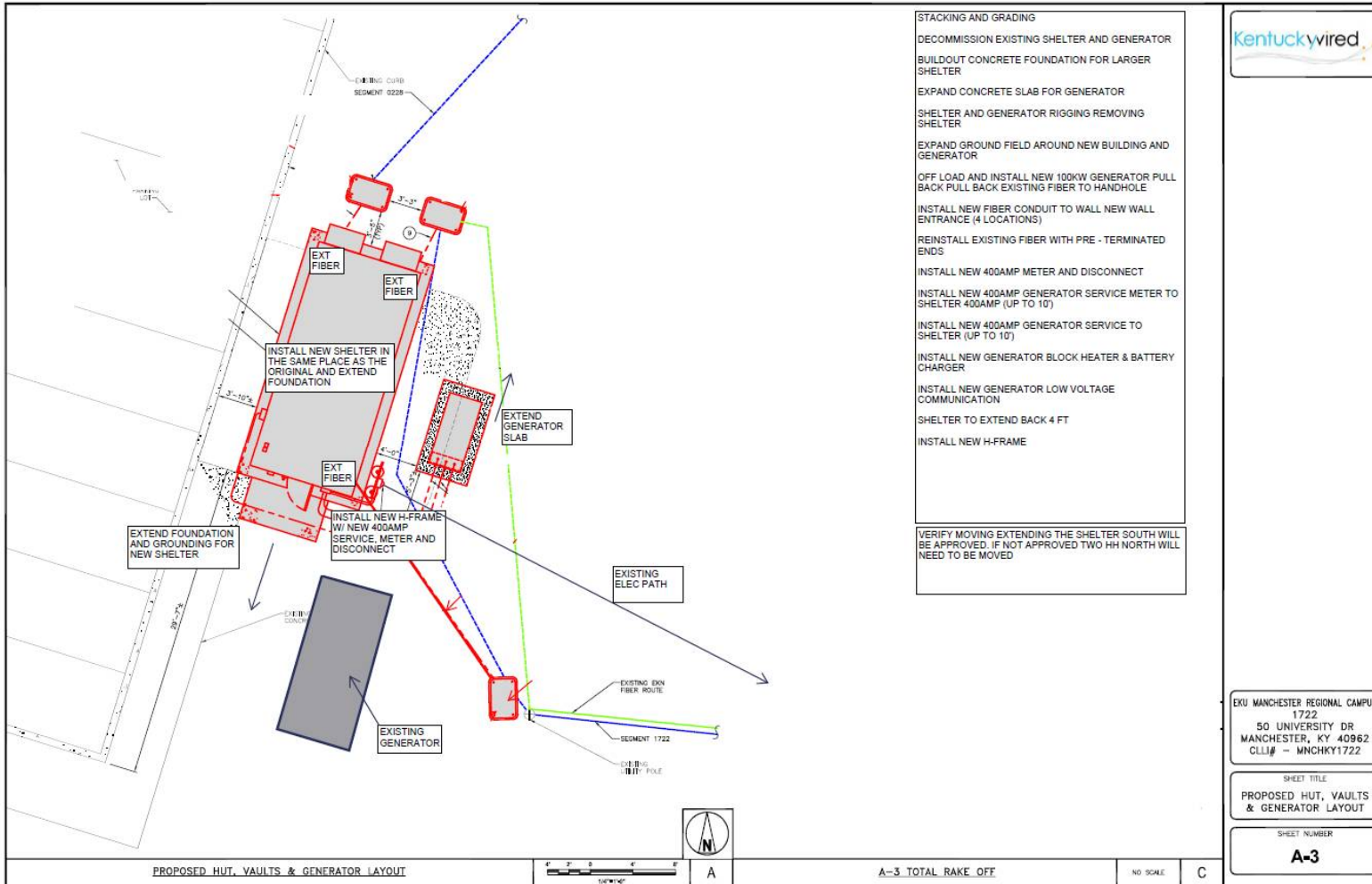
A-2 & A-3 TOTAL RAKE OFF

NO SCALE

D







- STACKING AND GRADING
- DECOMMISSION EXISTING SHELTER AND GENERATOR
- BUILDOUT CONCRETE FOUNDATION FOR LARGER SHELTER
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- INSTALL NEW 400AMP GENERATOR SERVICE TO SHELTER (UP TO 10')
- INSTALL NEW GENERATOR BLOCK HEATER & BATTERY CHARGER
- INSTALL NEW GENERATOR LOW VOLTAGE COMMUNICATION
- SHELTER TO EXTEND BACK 4 FT
- INSTALL NEW H-FRAME
- VERIFY MOVING EXTENDING THE SHELTER SOUTH WILL BE APPROVED. IF NOT APPROVED TWO HH NORTH WILL NEED TO BE MOVED



EKU MANCHESTER REGIONAL CAMPUS
1722
50 UNIVERSITY DR
MANCHESTER, KY 40962
CLI# - MNCHKY1722

SHEET TITLE
PROPOSED HUT, VAULTS
& GENERATOR LAYOUT

SHEET NUMBER
A-3

PROPOSED HUT, VAULTS & GENERATOR LAYOUT

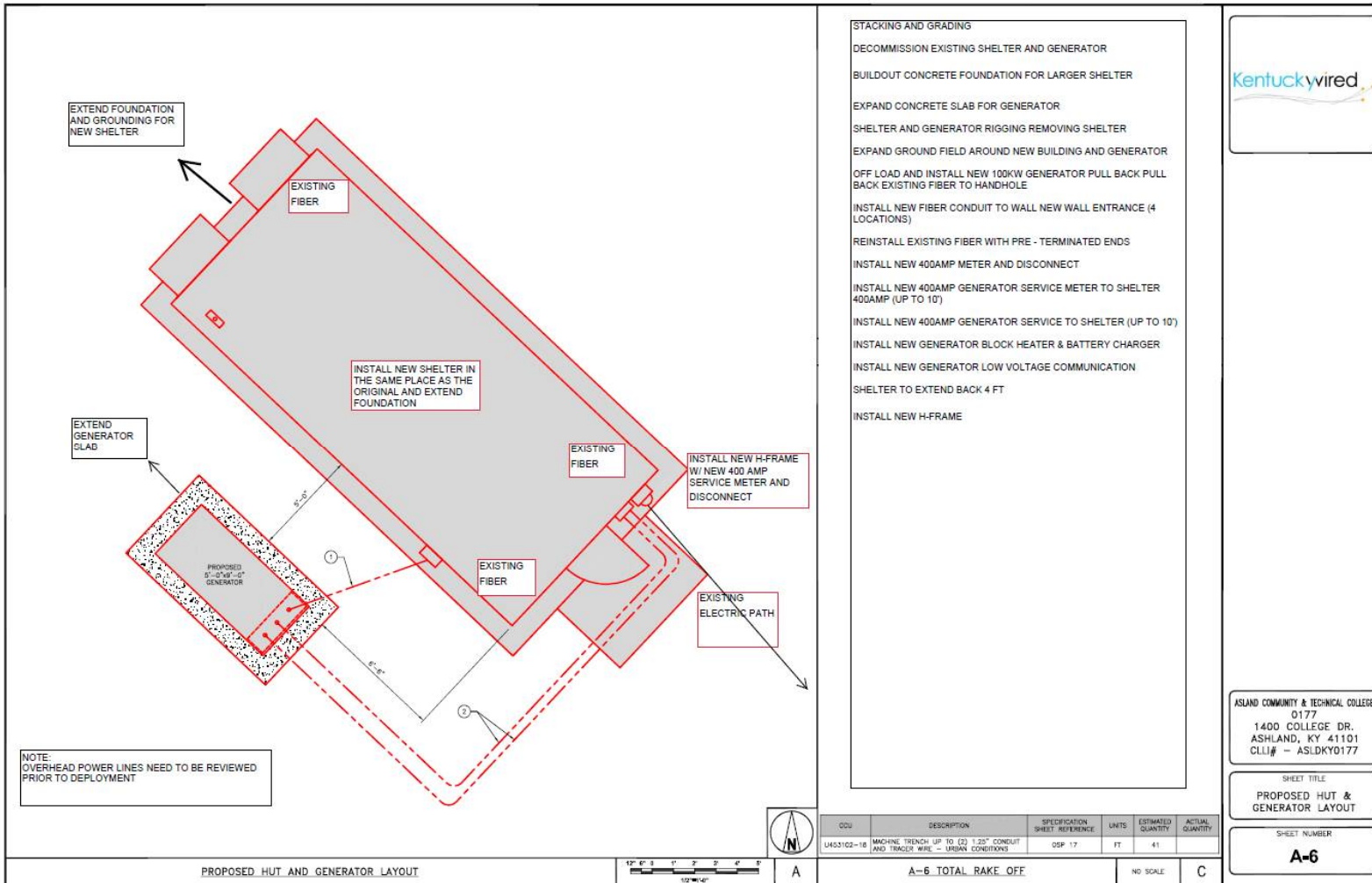
0 2' 4' 6' 8' 10' FT

A

A-3 TOTAL TAKE OFF

NO SCALE

C



- STACKING AND GRADING
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 - INSTALL NEW H-FRAME



ASLAND COMMUNITY & TECHNICAL COLLEGE
0177
1400 COLLEGE DR.
ASHLAND, KY 41101
CLL# - ASLDKY0177

SHEET TITLE
PROPOSED HUT & GENERATOR LAYOUT

SHEET NUMBER
A-6

QUANTITY	DESCRIPTION	SPECIFICATION SHEET REFERENCE	UNITS	ESTIMATED QUANTITY	ACTUAL QUANTITY
1	MACHINE TRENCH UP TO (2) 1.25" CONDUIT AND TRACER WIRE - USUAL CONDITIONS	OSP 17	FT	41	

PROPOSED HUT AND GENERATOR LAYOUT

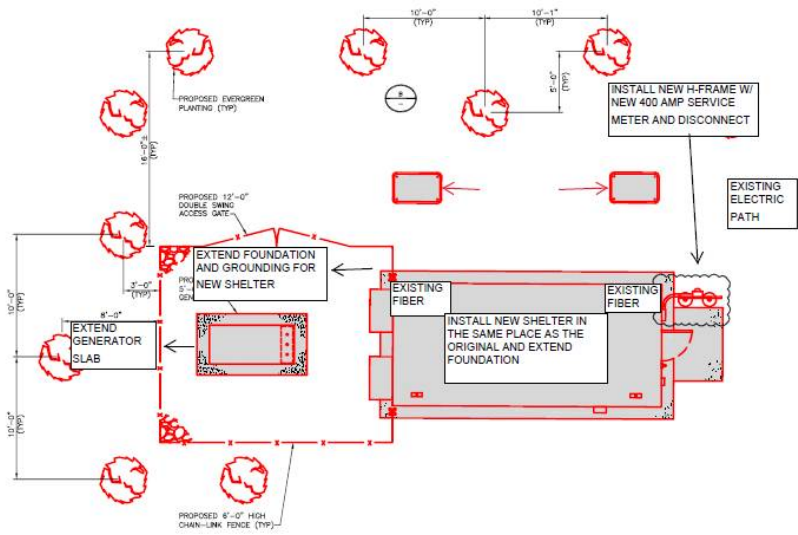


A

A-6 TOTAL RAKE OFF

NO SCALE

C



- STACKING AND GRADING
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- TO 10')
 - INSTALL NEW 400AMP GENERATOR SERVICE TO SHELTER (UP TO 10')
 - INSTALL NEW GENERATOR BLOCK HEATER & BATTERY CHARGER-INSTALL
- NEW GENERATOR LOW VOLTAGE COMMUNICATION
 - SHELTER TO EXTEND BACK 4 FT
 - INSTALL NEW H-FRAME

EKU CORBIN CAMPUS
1711
1 PENNINGTON WAY
CORBIN, KY 40701
CLL# - CRBNKY1711

SHEET TITLE
LANDSCAPING PLAN
AND PLANTING DETAILS

SHEET NUMBER
A-3

LANDSCAPING PLAN

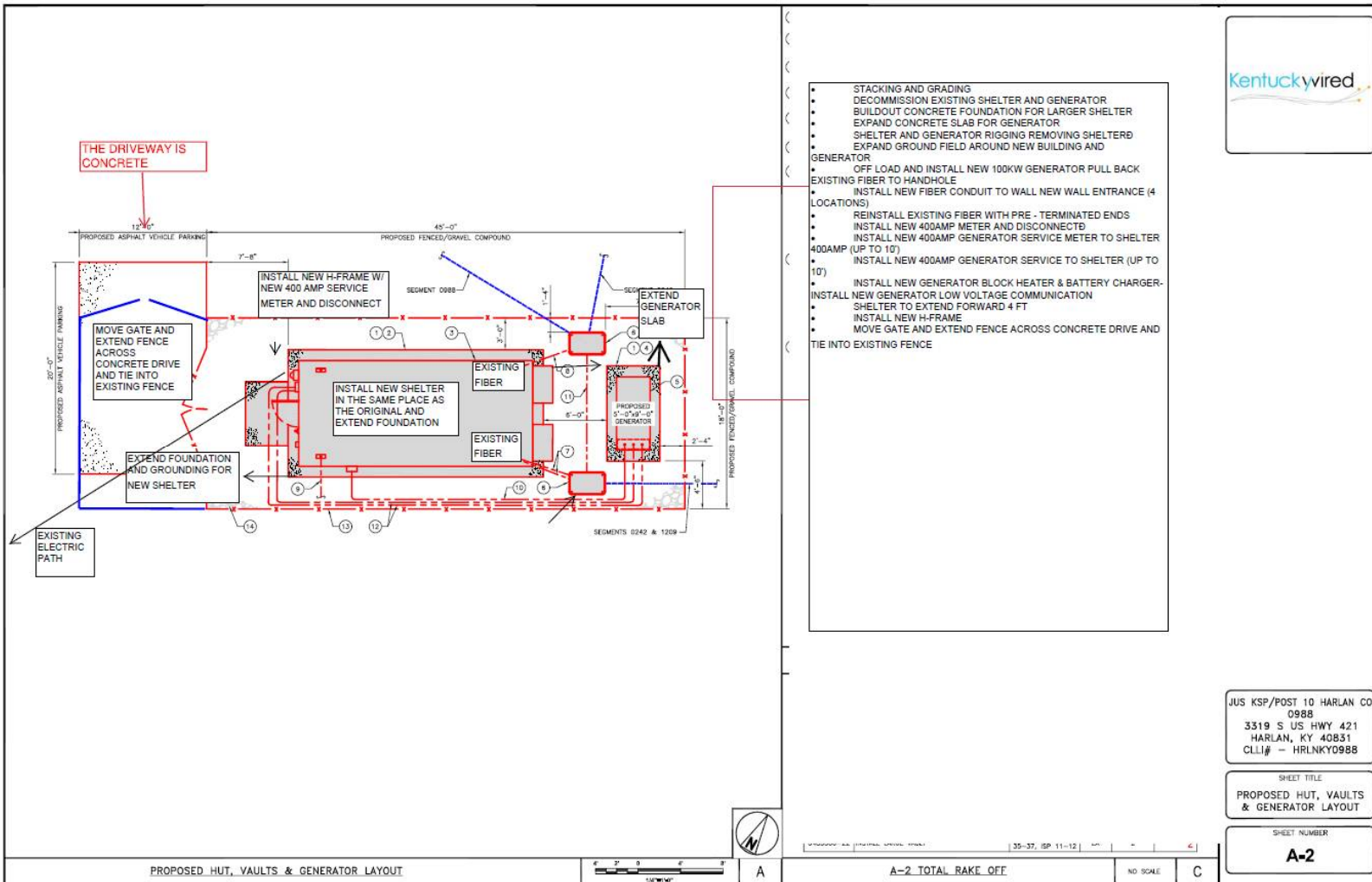


A

NOT USED

NO SCALE

C



- STACKING AND GRADING
- DECOMMISSION EXISTING SHELTER AND GENERATOR
- BUILDOUT CONCRETE FOUNDATION FOR LARGER SHELTER
- EXPAND CONCRETE SLAB FOR GENERATOR
- SHELTER AND GENERATOR RIGGING REMOVING SHELTERD
- EXPAND GROUND FIELD AROUND NEW BUILDING AND GENERATOR
- OFF LOAD AND INSTALL NEW 100KW GENERATOR FULL BACK EXISTING FIBER TO HANDHOLE
- INSTALL NEW FIBER CONDUIT TO WALL NEW WALL ENTRANCE (4 LOCATIONS)
- REINSTALL EXISTING FIBER WITH PRE - TERMINATED ENDS
- INSTALL NEW 400AMP METER AND DISCONNECT
- INSTALL NEW 400AMP GENERATOR SERVICE METER TO SHELTER 400AMP (UP TO 10')
- INSTALL NEW 400AMP GENERATOR SERVICE TO SHELTER (UP TO 10')
- INSTALL NEW GENERATOR BLOCK HEATER & BATTERY CHARGER-
- INSTALL NEW GENERATOR LOW VOLTAGE COMMUNICATION
- SHELTER TO EXTEND FORWARD 4 FT
- INSTALL NEW H-FRAME
- MOVE GATE AND EXTEND FENCE ACROSS CONCRETE DRIVE AND TIE INTO EXISTING FENCE

JUS KSP/POST 10 HARLAN CO
0988
3319 S US HWY 421
HARLAN, KY 40831
CLL# - HRLNKY0988

SHEET TITLE
PROPOSED HUT, VAULTS
& GENERATOR LAYOUT

SHEET NUMBER
A-2

PROPOSED HUT, VAULTS & GENERATOR LAYOUT

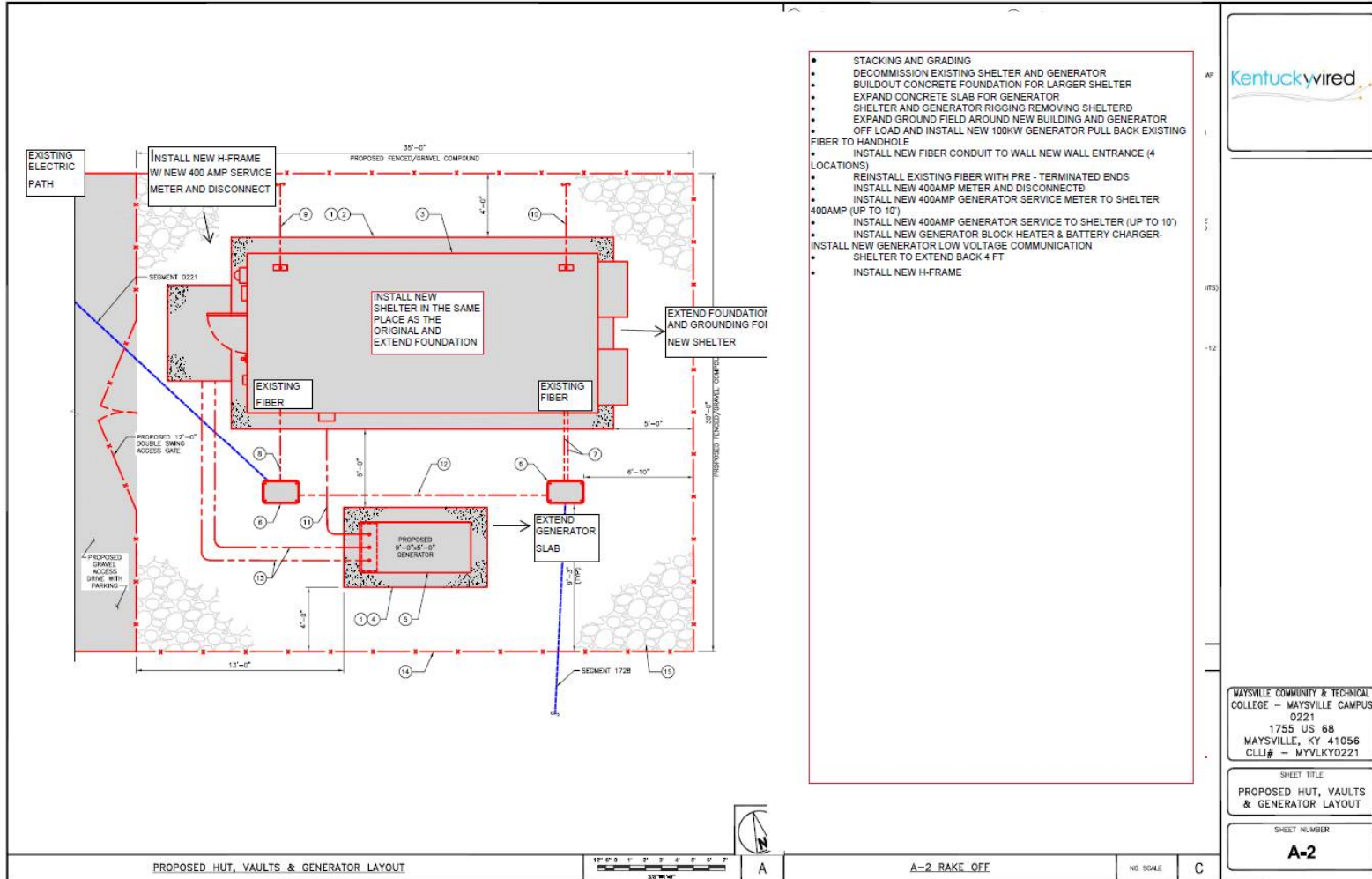


A

A-2 TOTAL TAKE OFF

NO SCALE

C



- STACKING AND GRADING
- DECOMMISSION EXISTING SHELTER AND GENERATOR
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- INSTALL NEW GENERATOR LOW VOLTAGE COMMUNICATION SHELTER TO EXTEND BACK 4 FT
- INSTALL NEW H-FRAME

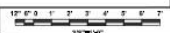


MAYSVILLE COMMUNITY & TECHNICAL COLLEGE – MAYSVILLE CAMPUS
 0221
 1755 US 68
 MAYSVILLE, KY 41056
 CLLI# – MYVLKY0221

SHEET TITLE
 PROPOSED HUT, VAULTS & GENERATOR LAYOUT

SHEET NUMBER
A-2

PROPOSED HUT, VAULTS & GENERATOR LAYOUT

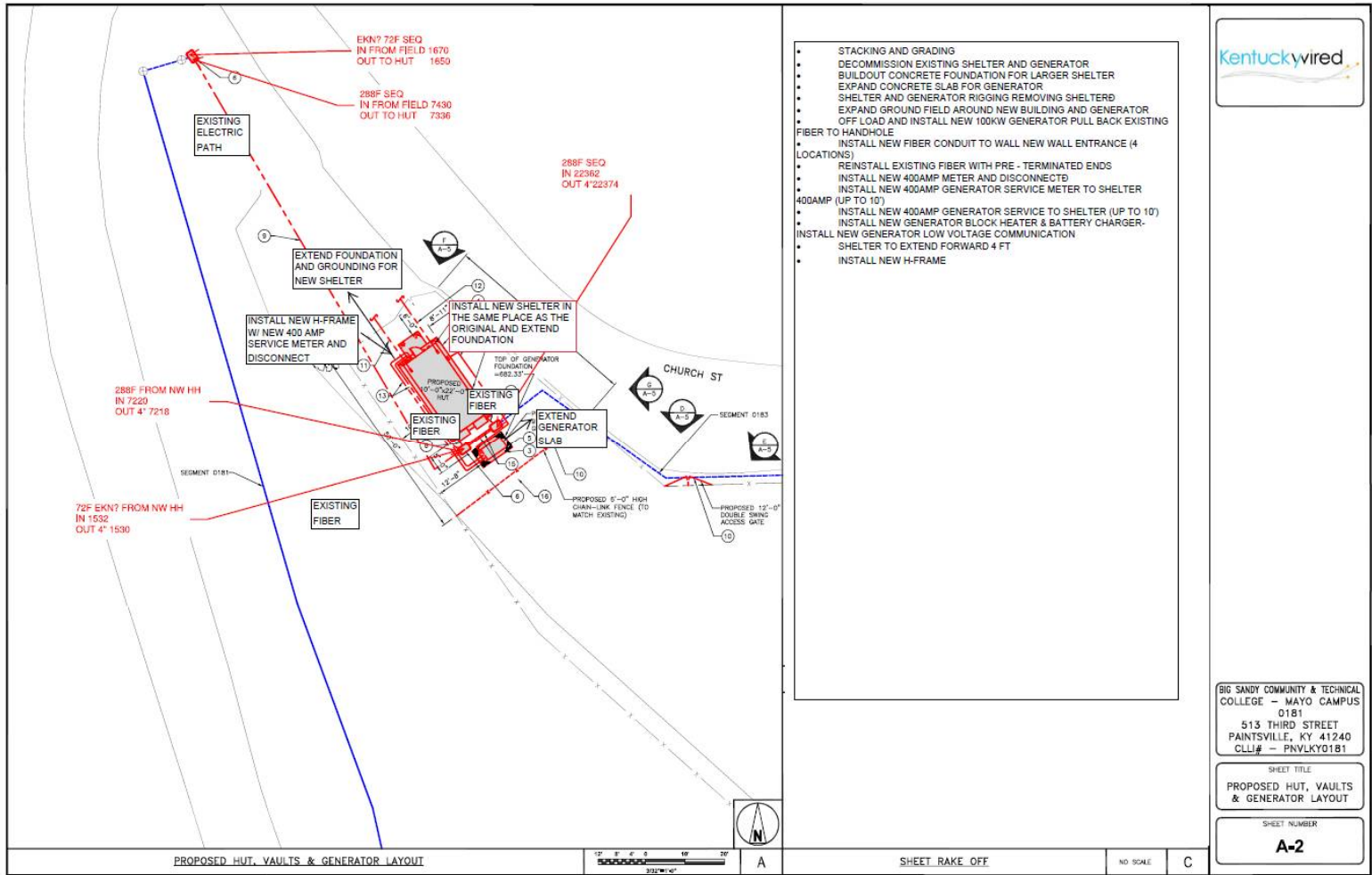


A

A-2 RAKE OFF

NO SCALE

C



- STACKING AND GRADING
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- SHELTER AND GENERATOR RIGGING REMOVING SHELTER
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- INSTALL NEW GENERATOR LOW VOLTAGE COMMUNICATION
- SHELTER TO EXTEND FORWARD 4 FT
- INSTALL NEW H-FRAME



BIG SANDY COMMUNITY & TECHNICAL COLLEGE - MAYO CAMPUS
0181
513 THIRD STREET
PAINTSVILLE, KY 41240
CLI# - PNV/LKY0181

SHEET TITLE
PROPOSED HUT, VAULTS & GENERATOR LAYOUT

SHEET NUMBER
A-2

PROPOSED HUT, VAULTS & GENERATOR LAYOUT

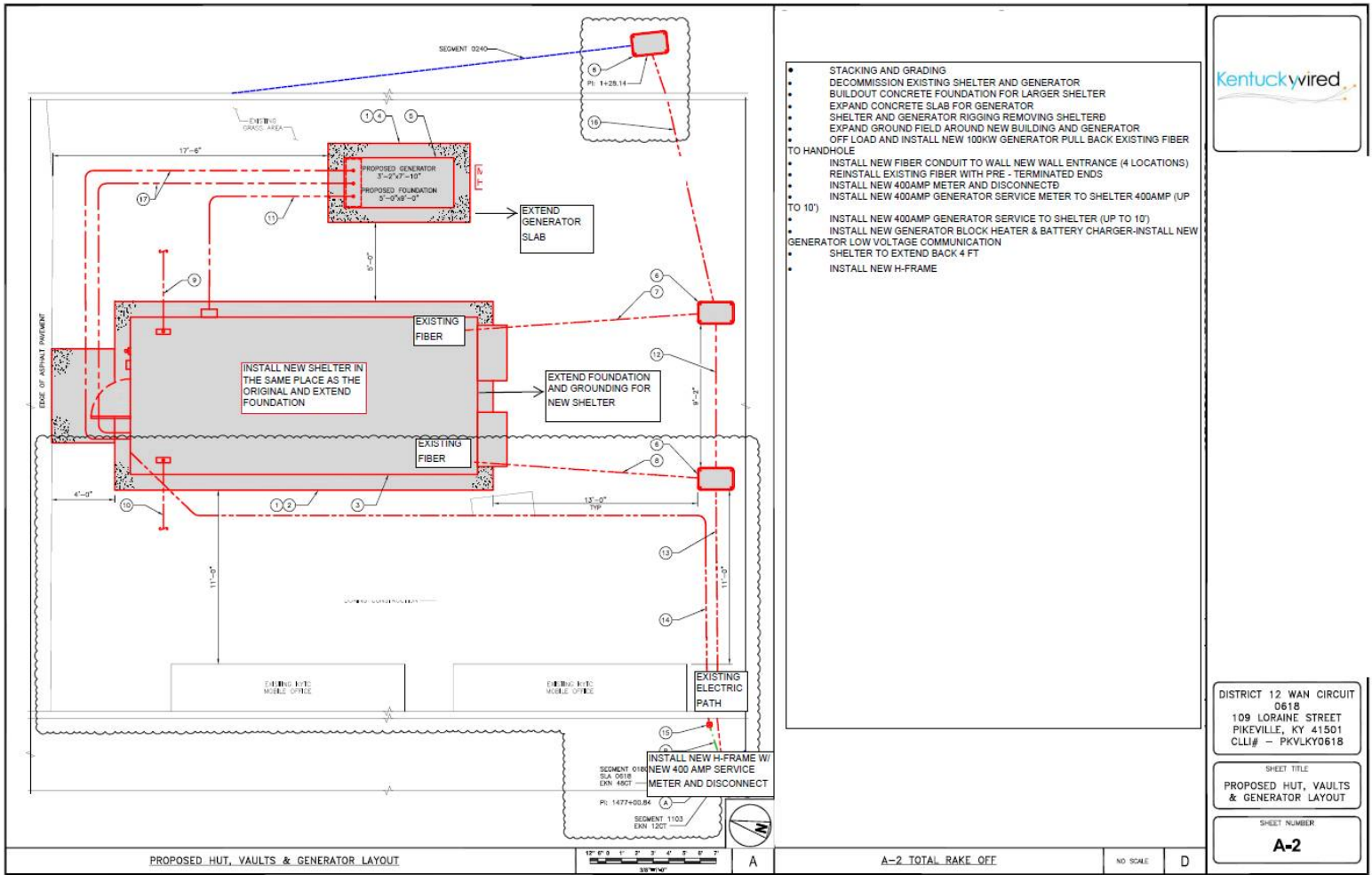


A

SHEET TAKE OFF

NO SCALE

C



- STACKING AND GRADING
- DECOMMISSION EXISTING SHELTER AND GENERATOR
- BUILDOUT CONCRETE FOUNDATION FOR LARGER SHELTER
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- INSTALL NEW 400AMP GENERATOR SERVICE TO SHELTER (UP TO 10')
- INSTALL NEW GENERATOR BLOCK HEATER & BATTERY CHARGER-INSTALL NEW GENERATOR LOW VOLTAGE COMMUNICATION
- SHELTER TO EXTEND BACK 4 FT
- INSTALL NEW H-FRAME



DISTRICT 12 WAN CIRCUIT
0618
109 LORRAINE STREET
PIKEVILLE, KY 41501
CLI# - PKVKY0618

SHEET TITLE
PROPOSED HUT, VAULTS
& GENERATOR LAYOUT

SHEET NUMBER
A-2

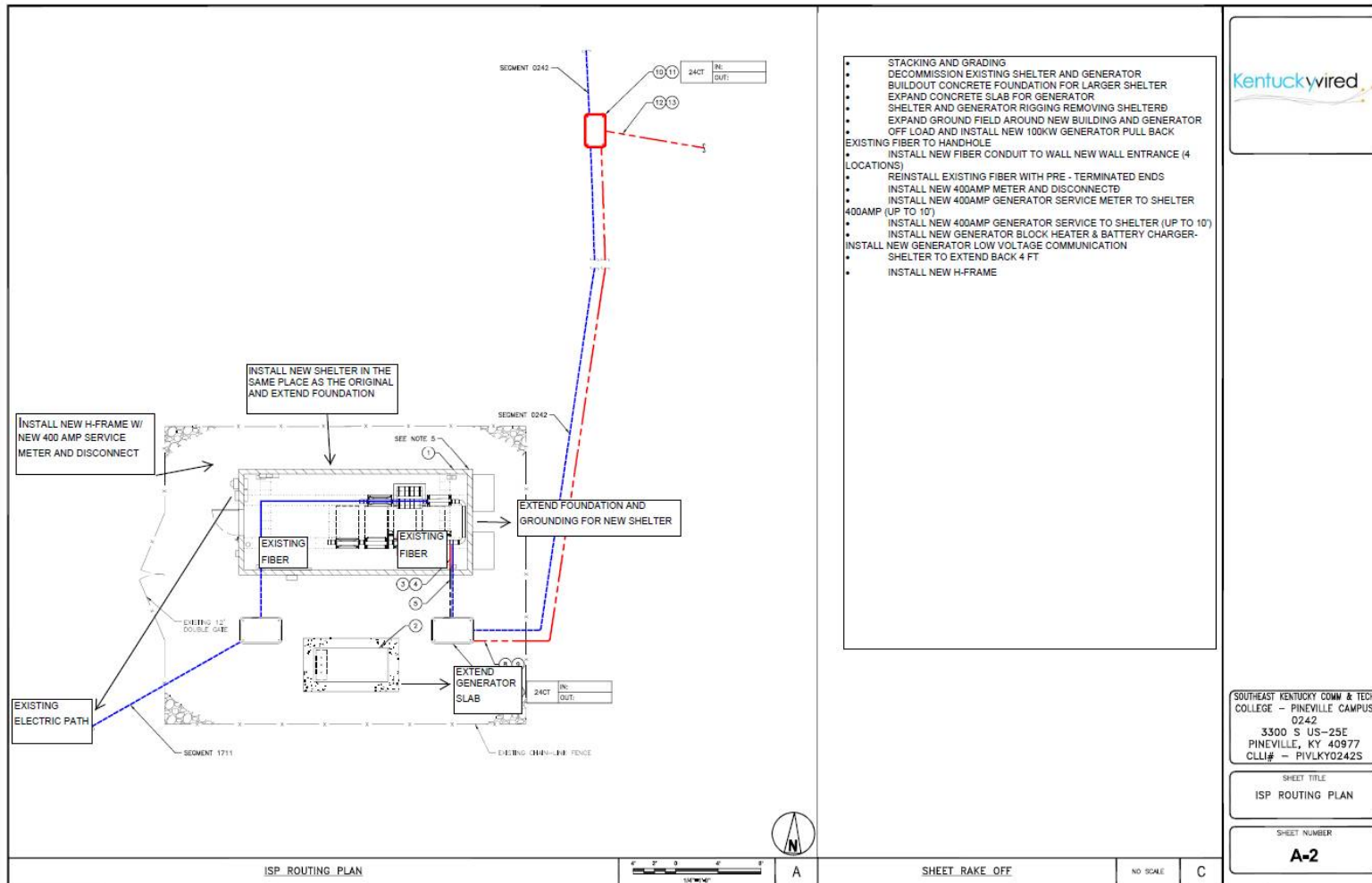
PROPOSED HUT, VAULTS & GENERATOR LAYOUT

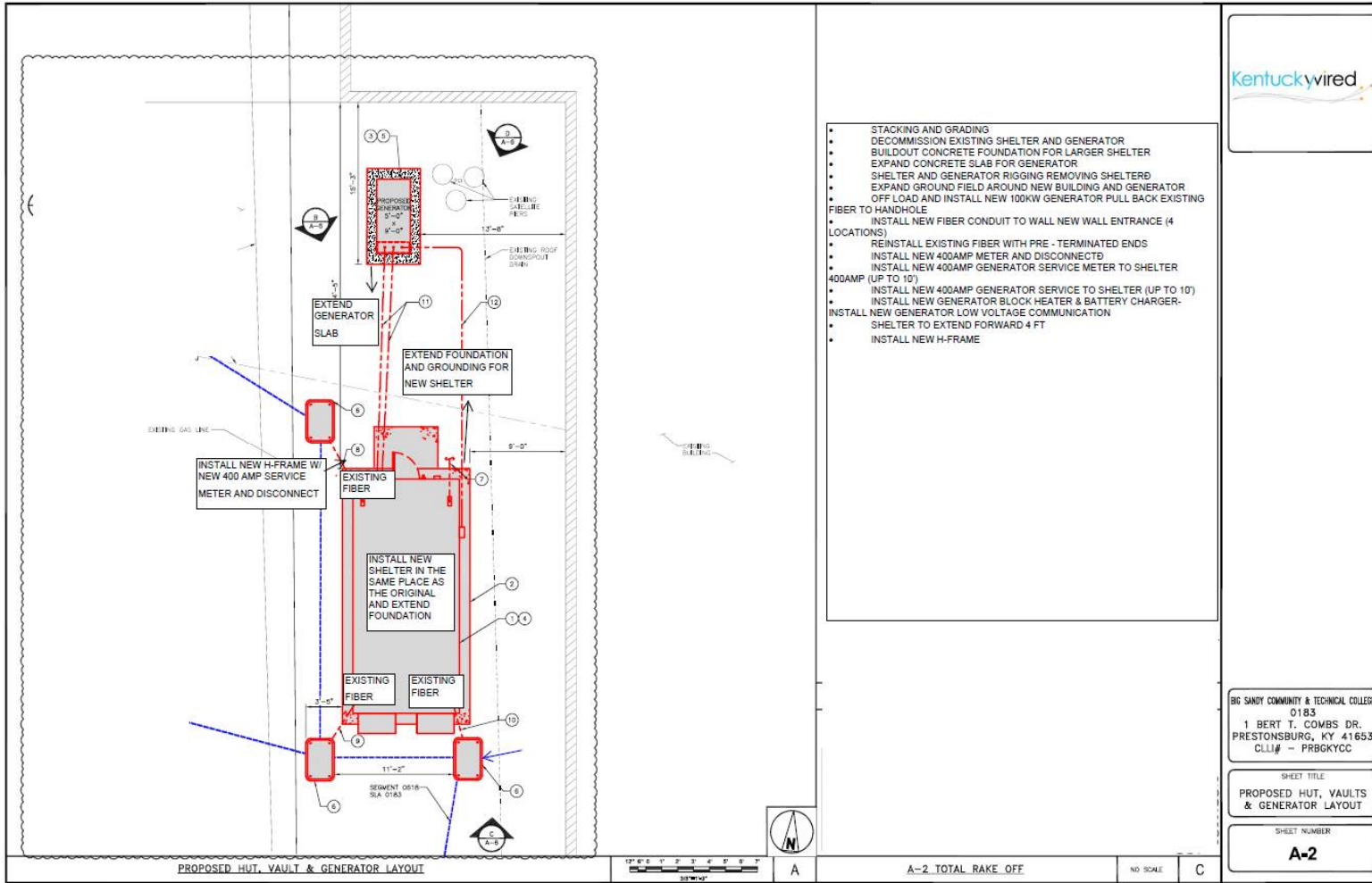


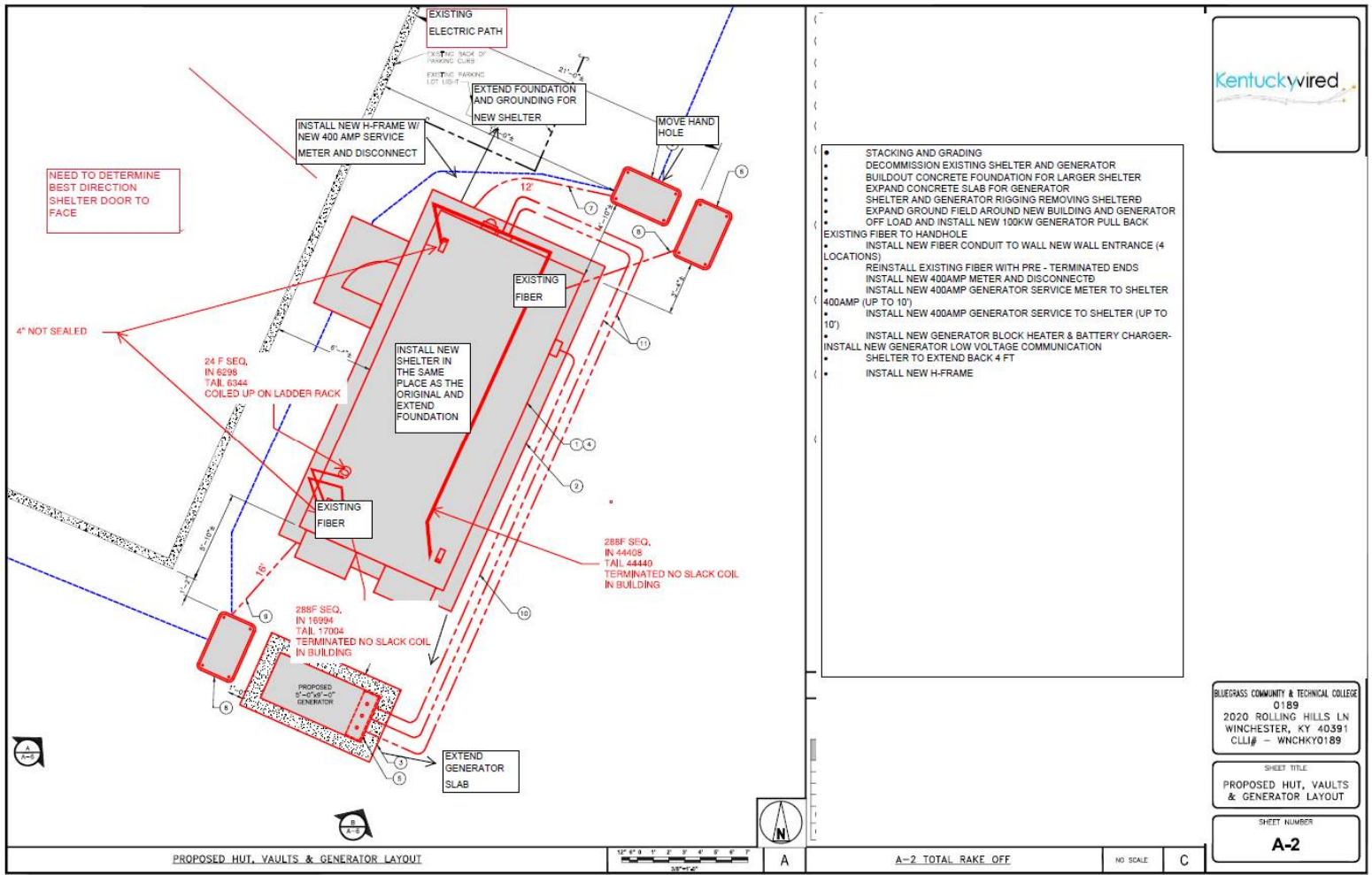
A-2 TOTAL TAKE OFF

NO SCALE

D







- STACKING AND GRADING
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- INSTALL NEW GENERATOR LOW VOLTAGE COMMUNICATION SHELTER TO EXTEND BACK 4 FT
- INSTALL NEW H-FRAME

BLUEGRASS COMMUNITY & TECHNICAL COLLEGE
 0189
 2020 ROLLING HILLS LN
 WINCHESTER, KY 40391
 CLI# - WNCHKY0189

SHEET TITLE
 PROPOSED HUT, VAULTS
 & GENERATOR LAYOUT

SHEET NUMBER
A-2

PROPOSED HUT, VAULTS & GENERATOR LAYOUT



A-2 TOTAL TAKE OFF

NO SCALE

C

SCHEDULE B: REPLACEMENT HUT TRANSFER PLAN

	REPLACEMENT HUT COMPONENT(S)	PURCHASE PRICES
Tranche 1	Concrete shelters, delivery of new shelters, crane to offload and place shelters, design and engineering work for Hut sites, inspector on site, program management	██████████
Tranche 2	Racks for Replacement Huts, installation of racks, Hut site prep and foundation work, new power electrical work and conduit, engineering and design, delivery of old shelter, crane to load old shelters onto trucks, program management, electric utility costs for new power feeds	██████████
Tranche 3	Fire suppression, generator & ATS, deinstall/install, vehicle rental, integration with mobile node, integration without mobile node, standby and consumable materials at Hut sites, program management, inspector on site, mobile node (cabinet), and all other components of the Replacement Huts (other than the OFKY racks)	██████████
Retained Wholesaler Assets	OFKY racks (six total)	N/A (these assets are not subject to purchase and shall remain Wholesaler Assets)
TOTAL		\$7,756,991.23

SCHEDULE B (CONTINUED): FORM BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OPENFIBER KENTUCKY COMPANY, LLC, a Delaware limited liability company (“Transferor”), hereby grants, bargains, transfers, sells, assigns, conveys, and delivers to the COMMONWEALTH OF KENTUCKY (“Transferee”), all of Transferor’s right, title, and interest in and to the “Replacement Hut” (or component thereof) as identified on **Schedule A** attached hereto and as defined in that Wholesaler Agreement Change, dated as of October __, 2020 (the “Change”), by and among Transferor, Transferee, and KentuckyWired Operations Company, LLC, to have and to hold the same unto Transferee, its successors and assigns, forever. The Replacement Hut (or component thereof) is being conveyed by Transferor and accepted by Transferee “as is” with no representations or warranties as to the condition of the assets being transferred or their suitability for any particular purpose.

Transferor, for itself and its successors and assigns, hereby covenants and agrees that, upon reasonable written request by Transferee, Transferor will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Transferee in order to assign, transfer, set over, convey, assure and confirm unto and vest in Transferee, its successors and assigns, title to the Replacement Hut (or component thereof).

In the event of any ambiguity or conflict between the terms hereof and the Change, the terms of the Change shall govern and control. This Bill of Sale is subject to all of the representations, warranties, covenants and exclusions set forth in the Change, all of which are incorporated herein by reference.

Transferor has duly executed this Bill of Sale to be effective as of the ___ day of _____, 20__.

OPENFIBER KENTUCKY COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SCHEDULE C: MAINTENANCE

A schedule of maintenance obligations is to be completed no more than thirty days from the Change Effective Date and will be incorporated into this Change as Schedule C. If, for any reason, the parties fail to complete a maintenance schedule within thirty days, the parties agree that the existing Project Agreements, Wholesaler Agreement, and related contracts and agreements will continue to govern maintenance obligations for the Replacement Huts.