

**FIRST AMENDMENT
TO POLE ATTACHMENT LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO POLE ATTACHMENT LICENSE AGREEMENT (the “First Amendment”) is made and entered into as of July 7, 2016, to the Pole Attachment License Agreement by and between the Commonwealth of Kentucky, Kentucky Communications Network Authority and the Finance and Administration Cabinet, hereinafter referred to as “Licensee”, and Windstream Kentucky West, LLC, hereinafter referred to as “Licensor”, dated the 7th day of July, 2016 (the “PAA”). Licensee and Licensor may be referred to hereinafter, individually, as a “Party” or, collectively, as the “Parties”.

WHEREAS, Licensee desires for Licensor to process pole attachment applications and perform make-ready work for a larger than usual number of attachments Licensee will be submitting in connection with the Kentucky Information Highway project (the “KIH Project”);

WHEREAS, Licensee and Licensor would like to amend Licensor’s normal pole application and make-ready process to address the larger than usual number of attachments Licensee will be submitting in connection with the KIH Project.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor do hereby agree to the following terms and conditions.

1. The Parties agree that for purposes of the KIH Project only, Section 8 of the PAA will be replaced with the following Section 8:

8. ATTACHMENT REQUEST AND LICENSE PROCESS

A. Before Licensee shall have a right to place Attachments to any Poles of Licensor, Licensee shall apply in writing for, and receive, a revocable, non-exclusive License, which shall be in the form of a Licensor countersigned Application for Pole License (Exhibit B), before attaching its facilities to specified Licensor Poles. To apply for a License under this Agreement, Licensee shall submit to Licensor the appropriate Licensor Application. Licensee shall provide sufficient information on the Application to enable Licensor to locate the proposed Pole and to identify the physical characteristics of Licensee’s facilities to be attached to Licensor’s Poles so that Licensor can perform the make-ready survey. Licensor will process Applications for Pole Licenses in the order in which they are received; provided, however, that when Licensee has multiple Applications for Pole Licenses on file with Licensor, Licensee may designate its desired priority of completion with respect to all such Application for Pole Licenses. Licensee shall not under any circumstances attach any equipment to any guy wires or anchors owned by Licensor.

B. Make-Ready Survey. Licensee shall submit an Application for Pole License in the form of Exhibit B and shall include a drawing of the proposed route, the pole detail and contact information (name, telephone, facsimile, and email information). Licensee is responsible for determining, in accordance with requirements of the National Electric Safety Code, if the existing Licensor’s facilities will support the additional loading imposed by the Licensee’s attachments. Upon receipt of a complete Application, Licensor shall schedule the survey to determine whether and where Licensee’s Attachment is feasible, and what Make Ready Work is required by Licensor or other existing attachers to accommodate Licensee’s Attachment. If during this process, Licensor determines the request is denied based on insufficient capacity or for reasons of

safety, reliability and generally applicable engineering purpose Licensor shall inform Licensee that the Application for Pole License is denied together with the reason to the extent that such issues cannot be worked out by the Parties short of denying the Application. All expenses incurred by Licensor in reviewing Licensee's Application for Pole License shall be borne by Licensee even if such request is denied by Licensor.

C. Estimate and Acceptance of Estimate. Licensor shall present to Licensee, within 60 days of receiving a complete Application, an estimate of charges associated with performing the necessary make-ready work identified during the survey. Additionally, Licensor shall provide a description of make-ready work required of third parties to accommodate Licensee's proposed attachments. Licensor may withdraw an outstanding estimate of charges to perform make-ready work beginning 14 days after the estimate is presented. Licensee may accept an estimate and make payment any time after receipt of an estimate but before the estimate is withdrawn. Within 14 days of receipt of payment of such an invoice and completion of the Make-Ready Work, Licensor shall issue the associated License. At that time Licensee will be considered to have been granted a License with respect to the Poles approved in the License and may attach to Licensor's Poles in accordance with the terms and conditions of this Agreement.

The Parties agree that the Licensor may charge \$80,800.00 (the "Engineering Administration Charge") per month for the additional personnel necessary for Licensor to process Applications for 1,500 Pole Licenses per month. The Engineering Administration Charge represents the amount Licensor requires to retain 8 additional joint use application processors and 5 additional survey engineers each month (the "Additional Personnel"). The Parties agree further that the Engineering Administration Charge is in addition to the rates, charges and fees (including but not limited to make-ready costs that Licensee may be charged in connection with its Attachments) to be paid by Licensee pursuant to this Agreement. Licensor will have the Additional Personnel in place within 60 days of the Effective Date of the First Amendment to Pole Attachment License Agreement (the "First Amendment"). The Engineering Administration Charge will be due and payable to Licensor on or before the first day of each month. Licensor shall have no obligation to process Applications for more than 300 Pole Licenses in connection with the Kentucky Information Highway project in a given month until Licensee has paid the Engineering Administration Charge for such month. If Licensee desires for Licensor to process Applications for more than 300 Poles per month but less than 1,500 Poles per month, Licensee may request that Licensor reduce the number of Poles per month that it is staffed to process in increments of 300 Poles, and the number of Additional Personnel and the Engineering Administration Charge will be reduced accordingly at the beginning of the following month. Licensee understands, though, that the reduction of the Additional Personnel and the Engineering Administration Charge may be delayed by Licensor in order to allow it to process the Applications for Pole Licenses already submitted to it in accordance with the time frames provided for in this Agreement. Licensee shall provide Licensor with written notice when it will no longer be submitting Applications for more than 300 Pole Licenses per month in connection with the Kentucky Information Highway project (the "Amendment Termination Notice"). Beginning upon the first day of the month following receipt of the Amendment Termination Notice, the First Amendment shall terminate, Licensor shall no longer retain the Additional Personnel, and Licensor shall have no obligation to process Applications for more than 300 Pole Licenses in a given month. If necessary, Licensor will refund to Licensee a pro-rated portion of the Engineering Administration Charge for the month during which Licensor receives the Amendment Termination Notice, with such pro-ration based upon the extent to which Licensor utilizes the Additional Personnel during that month.

D. Make-Ready. Upon receipt of the make-ready estimate payment specified in Section 8(C), Licensor shall notify immediately and in writing Licensee and all known other users that

may be affected by the make-ready required for Licensee's attachments. The notice shall: (i) specify the location and type of make-ready to be performed; (ii) set a date for completion of make-ready no later than 120 days after Licensor's receipt of the make-ready estimate payment; (iii) state that any entity with an existing attachment may modify the attachment consistent with the specified make-ready before the date set for completion; and (iv) state that Licensor may assert its right to 15 additional days to complete make-ready should any other users fail to complete within the prescribed timeframe; (v) state that if make-ready is not completed by the completion dates set by Licensor, Licensee may utilize an authorized contractor to complete the specified make-ready after providing Licensor with 30 days' written notice of Licensee's intent to perform such work if not completed by Licensor prior to the expiration of the 30 day notice period. Make-ready work performed by an authorized contractor selected by Licensee, shall be performed in accordance with Licensor's specifications and in accordance with the same standards and practices followed by Licensor or Licensor's contractors. Authorized contractors selected by Licensee shall not conduct such work in any manner which degrades the integrity of Licensor's structures or interferes with any existing use of Licensor's facilities or the facilities of any other user. In the event that make-ready work is completed by an authorized contractor selected by Licensee, Licensee shall notify Licensor upon completion. While Licensor is responsible for notifying other users pursuant to this section, Licensee shall make arrangements with other users regarding reimbursement for any expenses incurred by other users in transferring or rearranging other users' facilities to accommodate the attachment or placement of Licensee's facilities to or in Licensor's poles. Licensee shall be solely responsible for negotiating with existing attachers for Make-Ready Work relating to such other existing attacher facilities located on, within or in Licensor's Poles and shall be responsible for paying all charges incurred in transferring or rearranging existing attacher facilities to accommodate the placement of Licensee's Attachment on, within or in Licensor's Poles. Upon completion of make-ready, Licensor shall invoice Licensee for additional costs incurred over and above the make-ready estimate or refund Licensee any overpayment. If there are additional costs owed to Licensor by Licensee upon completion of the Make Ready Work, Licensee shall pay such costs to Licensor within 30 days of the date an invoice for such costs is sent to Licensee. If Licensee fails to pay such invoice within 30 days of the date it is sent, then Licensor may cease any Make Ready Work until payment for such invoice is received. In the event Licensee declines to proceed with the project, Licensee shall reimburse Licensor any costs and expenses incurred by Licensor to date including but not limited to Application Fee(s), engineering and administrative expenses and costs.

E. Applications for more than 1,500 Pole Licenses. Licensor shall use commercially reasonable efforts to process Applications within the time frames agreed upon in this Section 8 if the requests for pole attachments inadvertently exceed 1,500 poles in a given month. Licensor may aggregate the number of poles on multiple requests from Licensee as if all are part of a single request for the purposes of establishing the proper timeline for all active requests within a given month.

F. Licensee shall maintain a copy of all Application for Pole Licenses and approved Licenses. Licensor may provide upon request copies of the same to the extent available and Licensee shall reimburse Licensor for its costs in preparing and sending requested copies.

2. The Parties agree that for purposes of the KIH Project only, the ninety (90) day time frame provided for in Section 14 of the PAA will be extended to one hundred eighty (180) days.

3. This First Amendment shall serve to expressly modify the PAA. All other clauses, conditions, terms and covenants contained in the PAA, to the extent not amended by this First Amendment, shall continue in full force and effect and be legally binding.

AGREED TO effective as of July 7, 2016.

**COMMONWEALTH OF KENTUCKY, KENTUCKY COMMUNICATIONS NETWORK
AUTHORITY AND THE FINANCE AND ADMINISTRATION CABINET**

By: William M. Landrum

Printed Name: WILLIAM M. LANDRUM

Title: Secretary, FAC

Date: 11 July 2016

WINDSTREAM KENTUCKY WEST, LLC

By: Barry Bishop

Printed Name: Barry Bishop

Title: VP- OPERATIONS

Date: 7-7-16