Large Filing Separator Sheet

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Confidential Release

from joint use (1) poles which, in the owner's judgment, are necessary for its own sole use; and (2) poles which carry, or are intended by the owner to carry, circuits of such character that in the owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

3. SPECIFICATIONS

3.1 The joint use of poles covered by this Agreement, except where specifically exempted herein, shall be in conformity with the specifications set forth in the Operating Routine.

4. EXPLANATION OF TERMS

4.1 For the purpose of this Agreement, certain terms when used herein shall have the following meaning:

4.2 "JOINT USE" is the simultaneous use of any pole for the attachments of both parties, in conformity with the specifications referred to in Section 3.

4.3 "JOINT POLE" is a pole occupied simultaneously by the attachments of both parties or upon which space in provided under this Agreement for the attachments of both parties, whether or not such space is actually occupied by attachments.

4.4 "STANDARD JOINT POLE" is a wood pole of minimum height which will provide sufficient space and be of adequate strength for the attachments used by the respective parties as specified in Sections 4.5 to 4.5.3 and as provided in Section 3, Specifications. Normally, a standard joint pole under this Agreement shall be a 35' class 5 pole.

4.5 "STANDARD SPACE" is the following described space on a standard joint pole for the exclusive use of each party hereto, respectively:

4.5.1 For the Electric Company: the uppermost 5 feet.

4.5.2 For the Telephone Company: a space of 2 feet, at sufficient distance below the space of the Electric Company to provide at all times the neutral space required by the specifications referred to in Section 3.

4.5.3 In certain instances, as set forth in the specifications referred to in Section 3, either party may occupy the standard space of the other party.

4.5.4 The standard spaces referred to in Sections 4.5 to 4.5.2, inclusive, shall be at the heights above ground, tracks, or buildings described in the specifications referred to in Section 3.

4.5.5 The space below the Telephone Company's space may be used where mutually agreed upon for such attachments of either party that do not conflict with the specifications referred to in Section 3, and providing that this does not make necessary increasing the height of the pole.

4.5.6 The distribution of space on a pole other than a standard pole, as defined in Section 4.4 hereof, shall be governed by the provisions of that section of the Operating Routine relating to "Excess Height".

4.6 "ATTACHMENTS" are any material or apparatus now or hereafter attached to a joint pole by the parties hereto.

4.7 "SERVICE DROP" is that span of the service used exclusively to serve a customer's or subscriber's dwelling or commercial establishment.

4.8 "TRANSFERRING" is the moving of attachments from one pole to another.

4.9 "REARRANGING" is the moving, relocating or otherwise reconstructing of attachments on a joint pole.

4.10 "LICENSOR" is the party owning a pole at the time such pole is brought under the terms of this Agreement.

4.11 "LICENSEE" is the party having the right

under this Agreement to make attachments to the Licensor's pole.

4.12 "RESERVED SPACE" as applied to space on a pole is that unoccupied space provided and maintained by the Licensor, either for its own use or expressly for the Licensee's use at the Licensee's request.

4.13 "INTERMEDIATE POLE" is an additional joint pole required to be placed in a pole line for the purpose of primarily supporting the attachments of one of the parties.

5. ALLOCATION OF OWNERSHIP OF JOINTLY USED POLES

5.1 The objective percentage of ownership of the total number of poles jointly used or reserved for joint use by the parties hereto is 60% for the Electric Company and 40% for the Telephone Company.

5.2 In order to effectuate the joint use of poles in the manner proposed by this Agreement, whenever it is determined that jointly used poles exist as a result of purchase, merger, consolidation or otherwise with other companies, a check shall be made of these poles in order to determine their height, condition and ownership.

5.3 If it is determined under paragraph 5.2 that

ownership in the poles involved should be allocated between the parties hereto to accomplish the intent of the parties hereto as expressed in paragraph 5.1, each party will sell to the other party all of its right, title and interest in the poles allocated to such other party, free and clear from all incumbrances whatsoever.

set
sell

5.4 The price to be paid by each party to the other for the poles allocated to it, as hereinabove provided, shall be determined in the manner to be set forth in the Operating Routine, it being understood that in the determination of such price the principles pertaining to future construction set forth in paragraphs 8.1 and 8.1.1 of Section 8 hereof shall be followed.

5.5 After such allocation and mutual transfer of ownership such poles shall be brought under this Agreement in the manner prescribed in Section 6.

6. ESTABLISHING JOINT USE OF EXISTING POLES

6.1 Whenever either party desires to place any attachments or reserve space on any pole of the other for any attachments requiring space thereon which is not then specifically reserved hereunder for its use, such party shall make written proposal therefor in accordance with the

Operating Routine. The proposal when accepted in writing, which acceptance shall not be unreasonably withheld, by the other party shall constitute a permit to use jointly the pole or poles covered thereby. The Licensor shall promptly make any re-arrangements of attachments or pole replacements necessary for the contemplated joint use in accordance with the Operating Routine and any costs incurred in connection therewith shall be borne as provided in Section 8.

7. ESTABLISHING JOINT USE OF NEW POLES

7.1 Each party shall keep the other party informed in writing as to plans for the construction of new pole lines or the reconstruction of existing pole lines which may be used jointly and subject to Section 2.4 hereof, shall offer the other party the joint use of such new poles. If the other party desires joint use of such poles, it shall make written proposal therefor as provided in the Operating Routine. The proposal when accepted in writing by the other party shall constitute a permit to use jointly the poles covered thereby. Both parties shall promptly proceed in accordance with the Operating Routine and any costs incurred in connection with establishing joint use of such poles shall

be borne as provided in Section 8.

7.2 In order to promote the sole ownership by each party of its objective share of jointly used poles, the new poles may, if mutually agreed, be erected and/or owned by the party then owning less that its objective share of jointly used poles under this Agreement, subject to Section 2.4, provided, however, the parties shall endeavor to avoid mixed ownership of poles in any given pole line.

8. PAYMENTS AND COSTS

8.1 A standard joint pole shall be erected at the sole expense of the Licensor. Where a pole other than standard is required due solely to the Licensor's requirements, such pole shall be erected at the sole expense of the Licensor.

8.1.1 Where a pole other than standard is required solely for the benefit of the Licensee, the Licensee shall reimburse the Licensor for the excess cost, if any, of such pole over the cost of a standard pole.

8.2 If the Licensor suffers a loss of remaining pole life due to prematurely replacing existing poles with poles suitable for joint use at the Licensee's request, the Licensor shall be reimbursed for such loss in the manner

set forth in the Operating Routine.

8.3 In the event the Telephone Company is deficient in providing less than its objective share (40%) of poles for joint use on the annual anniversary date of this Agreement it shall pay to the Electric Company a penalty payment in the amount of $7.20 times the number of poles it is deficient. Similarly, the Electric Company shall pay to the Telephone Company a penalty in the amount of $10.80 times the number of poles it is deficient in providing its objective share (60%) of poles for joint use. The payment in either case to be based upon a mutually agreed charge for a standard 35 foot, class 5 pole and computed at 40% of such charge for the Telephone Company and 60% for the Electric Company. The annual charge shall remain in effect until changed as provided in Section 18 hereof.

8.4 Any payments or costs due either party from the other shall be paid within sixty days after bills therefor have been rendered.

9. MAINTENANCE OF POLES AND ATTACHMENTS

9.1 The Licensor shall, at its own expense, maintain and repair its joint use poles at all times in a safe and serviceable condition and in accordance with the Specifi-

cations referred to in Section 3 and shall replace or relocate, if and when required, any of its joint use poles with equivalent poles, in accordance with the provisions of Section 8.

9.2 Each party hereto shall at its own expense at all times maintain its attachments on the joint poles in accordance with the specifications referred to in Section 3 and shall keep them in safe condition and in thorough and complete repair.

9.3 Each party agrees to exercise care in the use of any joint poles, and satisfy itself of their safe condition before performing any work thereon.

9.4 Any existing joint use construction or any joint use construction covered by previous agreements and brought under this Agreement in accordance with Section 2.3 and Section 17 which does not conform to the specifications of this Agreement shall be brought into conformity therewith as follows:

9.4.1 Both parties hereto shall exercise due diligence in bringing into conformity with Section 3, as occasion may arise, any existing joint use construction.

9.4.2 When any of the existing joint use construc-

tion of either party is generally reconstructed or any changes are made in the arrangement or characteristics of their circuits or attachments, the new or changed parts shall be brought into conformity with Section 3.

9.4.3 When such existing joint use construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Sections 9.1 and 9.2. The cost of bringing such existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner specified in this Section and in Section 8.

10. RIGHT OF WAY, GUYS, TREE TRIMMING, ETC.

10.1 Each party shall be responsible for securing its own necessary rights of way, anchor privileges, tree trimming and removal rights, and guying privileges from property owners or from municipal, state, or governmental authorities. It is understood, however, that the parties hereto shall cooperate in obtaining any right of way necessary to be used for any jointly used pole or anchor. Each party shall perform at its own expense the necessary tree trimming to properly clear its own attachments. If any tree removal is beneficial to each of the parties hereto,

the cost of such removal shall be shared by the parties.

10.2 No guarantee, oral or otherwise, is given by the Licensor to the Licensee of permission from proper owners, municipalities, or others, for the joint use of i poles and/or right of way by the Licensee for the placing thereon of the Licensee's attachments or to trim or remove any trees. If objection is made thereto and the Licensee is unable to adjust the matter satisfactorily within a reasonable time, the Licensor may at any time upon ninety (90) days notice in writing to the Licensee require the Licensee to remove its attachments from the poles involved and the Licensee shall, within ninety (90) days after receip of such notice, remove its attachments, and/or the anchors, guys, stubs, or brace poles at its own expense. Should the Licensee fail to so remove its attachments and/or the anchors, guys or brace pole within said time, the Licensor may remove them at the Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Licensor on demand.

process to remove attachees attachments in conflict

10.3 Unless otherwise specifically agreed to in a particular case, all guys, anchors and brace poles shall

~~be placed by and at the expense of the party whose attach-~~ ments make such work necessary, and such guys, anchors, and brace poles shall remain and be maintained as the sole property of the party placing them.

10.4 All ground bracing required by the Licensee shall be installed and maintained by the Licensor at Licensee's cost and expense. If the ground bracing is required by each of the parties hereto, the cost and expense of installing and maintaining such bracing shall be shared by the parties.

11. PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

eg road widening

11.1 When either party desires to change the character of its circuits on jointly used poles, which will necessitate changes in the poles or attachments thereto to comply with the specifications referred to in Section 3, or which in the opinion of either party might affect the safety or operation of the other party's facilities, the party desiring to change the character of its circuits shall give sixty (60) days notice in writing to the other party of such contemplated change (shorter notice, including oral notice, subsequently confirmed in writing, may be

given in cases of emergency). In the event that the other party agrees in writing to continued joint use notwithstanding such changed character of the circuits, then joint use of such poles shall be continued with such changes as may be agreed upon in the light of the character of circuits involved, including any changes in construction which may be required to meet the specifications referred to in Section 3. The division of expense of any such necessary changes in construction shall be as mutually agreed upon.

11.2 In the event, however, that the other party fails within thirty (30) days from receipt of such notice to agree in writing to continue the joint use of such poles with such changed character of the circuits, then both parties shall cooperate in accordance with the following plan:

11.2.1 The parties hereto shall determine and agree upon the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall promptly carry out the necessary work.

11.2.2 The net expense involved in reestablishing such circuits in the new locations as are necessary to furnish the same or equivalent facilities (which existed in

~~the joint use at the time such change was decided upon)~~ for the party which is to vacate the joint pole line, shall be equitably apportioned between the parties hereto. The cost of plant betterments shall not be included in said net expense, but due consideration shall be given among other items to the cost of the new pole line and attachments, cost of new right of way, cost of removing old attachments and placing them in the new locations, salvage adjustments, and vacating party's ownership interest, if any, in the original joint use poles.

11.2.3 The ownership of any new pole line, or underground facilities, constructed in accordance with Sections 11.2 - 11.2.2, inclusive, in a new location shall, unless otherwise agreed upon by the parties hereto, be vested in the party for whose use it is constructed. The ownership of the old line, when vacated by the owner in accordance with the foregoing procedure, shall be transferred to and vested in the party continuing to use said line.

11.3 In the event the parties hereto cannot agree as to which party is to move its circuits or upon the division of costs to be incurred, then the separation of the lines shall be made as specified below.

11.3.1 On any poles which are jointly used and are the property of the Telephone Company, the Electric Company shall remove its attachments at its sole cost and expense.

11.3.2 On any poles which are jointly used and are the property of the Electric Company, the Telephone Company shall remove its attachments at its sole cost and expense.

12. ABANDONMENT OF JOINTLY USED POLES

12.1 If the Licensor desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Licensor shall have no attachments on such poles, but the Licensee shall not have removed all of its attachments therefrom, such poles shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Licensor from all obligation, liability, damage, cost, expense, or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole or of any attachments thereon, and shall pay the Licensor a

Transfer/ abandonments 30 days notice

~~sum based on the pole requirements of the Licensee in pro-~~ portion to the then value in place of such abandoned pole or poles, or such other equitable sum as may be agreed upon between the parties.

12.2 All right, title and interest of the Licensor in abandoned poles hereunder shall be transferred by proper records.

12.3 The Licensee may at any time abandon a joint pole by giving notice thereof in writing to the Licensor and removing therefrom all attachments it may have thereon.

12.4 If both parties at the same time abandon any jointly used pole, each party shall at its own expense remove its attachments therefrom and the Licensor shall thereupon remove the pole.

13. DEFAULTS

13.1 If either party shall fail to comply with any of the terms of this Agreement and such default continues for sixty (60) days after notice thereof in writing from the other party, all rights of the party in default thereunder to occupy jointly the poles in question shall be automatically terminated and the party in default shall thereupon

remove its attachments from the poles in question. In case of such removal, the provisions of Section 12 shall apply.

13.2 If either party shall make default in the performance of any work which it is obligated to do under the terms of this Agreement, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within thirty (30) days upon presentation of bills therefor, shall, at the election of the other party, constitute a default under Section 13.1.

14. WAIVER OF TERMS OR CONDITIONS

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

15. FRANCHISES AND ASSIGNMENTS OF RIGHTS

15.1 Each party shall act under its own franchise rights, and neither guarantees unto the other any rights as against any person, firm, corporation (Public, quasi-

public, or private), the state or the public.

15.2 Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interest hereunder, or in any of the joint poles or the attachments or rights of way covered by this Agreement, to any firm, corporation, or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party, nor shall such written consent be required, to mortgage any or all of its property, rights, privileges and franchises, or lease, transfer or sell any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, sale, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, leasee, purchaser, assignee, merging or consolidating company, or trustee under such merger, as the case may be.

15.3 Authority and responsibility for the placing

of attachments of any person, firm or private corporation on the poles of the Licensor other than in the space occupied by or reserved for the Licensee, shall rest with the Licensor and the Licensor shall be entitled to any rental received from such individual or private corporation, provided, however, that such attachments are in accordance with the specifications referred to in Section 3.

15.3.1 Authority and responsibility for the placing of attachments in the space occupied by or reserved for the Licensee by any person, firm or private corporation conducting a business of the same general character as the Licensee shall rest solely with the Licensee and the Licensee shall be entitled to any rental received from such person, firm or private corporation, provided, however, that such attachments are in accordance with the specifications referred to in Section 3.

15.3.2 In the event the attachments of the person, firm or private corporation requires adjustments in the poles or attachments of the parties hereto the arrangements therefor and the costs thereof shall be made with and paid to the authorizing party who shall arrange for and make payments to the other party in the manner and to the extent provided by Sections 6 and 8 hereof.

15.4 Any attachments, except attachments of a municipal corporation or other political subdivision, covered by such assigned rights or privileges on the joint poles covered by this Agreement in accordance with the above paragraphs, shall be treated in all respects, for the purpose of this Agreement, as if they were the property of the party granting the said rights or privileges, and the rights, obligations, and liabilities of such party under this Agreement in respect to such attachments shall be the same as if it were the actual owner thereof.

16. EXISTING RIGHTS OF OTHER PARTIES

16.1 If, prior to bringing certain poles under the terms and conditions of this Agreement, either of the parties hereto has conferred upon any person, firm or corporation, not parties to this Agreement, by contract or otherwise, rights or privileges to use jointly such poles, nothing herein contained shall be construed as affecting said rights or privileges; and said party shall have the right, by contract or otherwise, to continue and extend said existing rights or privileges, and collect and retain such rental fees as it sees fit.

16.2 Any attachments, except attachments of a

municipal corporation or other political subdivision, covered by Section 16.1 on any of the joint poles covered by this Agreement shall be treated in all respects, for the purpose of this Agreement, as if they were the property of the party granting these said rights or privileges, and the rights, obligations and liabilities of such party under this Agreement in respect to such attachments shall be the same as if it were the actual owner thereof.

17. EXISTING CONTRACTS

17.1 Any agreements now existing between the parties hereto or their predecessors for the joint use of poles within the territory covered by this Agreement, are hereby cancelled and terminated. The poles and attachments covered, or intended to be covered, by such agreements as are hereby terminated shall be brought under and covered by all the terms and conditions of this Agreement in all respects and for all purposes; provided, however, that any undischarged liability or any unsatisfied obligations incurred under such agreements shall not be affected by such termination.

18. REVIEW OF AGREEMENT

18.1 At the expiration of three (3) years after

the execution of this Agreement, and at two (2) year periods thereafter, either of the parties hereto may request, in writing, a review of the terms of this Agreement and/or the specifications mentioned herein, and such review shall be made within ninety (90) days after the receipt of such request; provided, however, that nothing herein contained shall prevent changes being made in this Agreement at any time by mutual consent of the parties hereto. The terms of this Agreement shall remain in full force until such revisions or changes are approved in writing by both of the parties hereto.

19. TERM OF AGREEMENT

19.1 With respect to the granting of future joint use by either party, this Agreement may be terminated at any time after the first day of July, 1978 upon one year's notice in writing to the other party; provided that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all joint poles covered hereunder at the time of such termination.

20. LIABILITY AND DAMAGES

20.1 Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the

employees or for damages to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this Agreement, which joint use is understood to include the wires and fixtures of parties hereto, installed between and attached to the jointly used poles covered by this Agreement, the liability for such damages, between the parties hereto, shall be as follows:

20.2 Each party shall be liable for all damages for such injuries or damages to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications referred to in Section 3.

20.3 Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

20.4 Each party shall be liable for one-half (1/2) of all damages for such injuries to persons other than employees of either party, and for one-half (1/2) of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both

parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

20.5 All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in case of any such claims which the parties hereto mutually agree come under the provisions of paragraph 20.4 and where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

20.6 In the adjustment between the parties hereto of any claim for any damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, disbursements, and other proper charges and expenditures, but shall not include attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

Attest:

Asst. Secretary

THE DAYTON POWER AND LIGHT COMPANY

President

POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of January 1993, by and between, [redacted], and Ameritech (Ohio Bell Telephone Company, an Ohio corporation) (hereinafter called the "Telephone Company") (both being hereinafter sometimes called "party" or the "parties"),

W I T N E S S E T H:

WHEREAS, the parties operate and maintain pole lines extending in and through the State of Ohio; and

WHEREAS, each party, as Owner of its poles, is willing to permit the other party, as Licensee on a nonexclusive basis, to place and maintain its attachments on said poles to the extent hereinafter provided and in accordance with the provisions hereof;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns do hereby covenant and agree as follows:

ARTICLE I.

OPERATING MANUAL

An operating manual shall be jointly prepared by the parties hereto, and such manual shall be approved by duly authorized representatives of both parties hereto. This manual shall be based on this Pole Attachment Agreement and shall set out methods and procedures which will be followed in establishing, maintaining and discontinuing Attachments hereunder. In case of any ambiguity or conflict between the provisions of this Agreement and those of an operating manual, the provisions of this Agreement shall be controlling.

ARTICLE II.

SCOPE OF AGREEMENT

a. This Agreement sets forth the terms and conditions under which each party, as Owner, shall grant to the other party, as Licensee, a non-exclusive license to make Attachments to the Owner's poles. Such non-exclusive license shall be granted by the Owner and such Attachments shall be

license shall be granted by the Owner and such Attachments shall be undertaken by the Licensee in accordance with the terms and conditions of this Agreement. The Owner shall have the sole right to determine the availability and suitability of its poles for Attachments and shall have no obligation to grant permission for its use by Licensee. Nothing herein contained shall be construed as prohibiting the Owner, nor as giving the Licensee the authority, to permit the attachment by other persons or entities *not parties to this Agreement, by contract or otherwise, to the poles covered* by this Agreement (to the extent such other Attachments do not infringe upon the rights granted to the Licensee hereunder).

b. This Agreement shall be in effect in all of the territory in the State of Ohio in which both of the parties to this Agreement now or may hereafter operate and shall cover all poles of the parties now existing or hereafter erected or acquired in the above territory if and when such poles are brought hereunder in accordance with the procedures provided herein.

c. Each party reserves the right to exclude any of its poles and facilities for purposes of making Attachments hereunder.

ARTICLE III.

DEFINITION OF TERMS

As used herein, the following terms shall have the meaning set forth in this Article III:

Annual Charges — A percentage value reflecting a party's annual cost of ownership applied to the Embedded Bare Pole Investment for purposes of calculating annual rental charges as provided in Article XVI hereof.

Attachment — The placement of any device now or hereafter to Owner's pole by a party. If a pedestal is physically attached to any pole, it shall be considered an Attachment. The bonding or connection of the Telephone Company's ground to the Cooperative's multi-grounded neutral system shall not be considered an Attachment.

Bare Pole — A pole with its ground assembly.

Cost in Place — All material, labor and overhead costs.

Embedded Bare Pole Investment	The Cooperatives' average original cost of all Bare Poles included in the FERC distribution and transmission plant accounts.
Pole Attachment Proposal Form	A standardized four-copy form used by the parties for application for pole Attachments.
Licensee	The party having the right under this Agreement to install Attachments to the Owner's poles.
Owner	The party owning legal title to a pole.
Rearranging	Relocating or otherwise reconstructing Attachments on the same pole.
Rental Year	A Rental Year shall be the period from January 1 to the succeeding December 31 or such other consecutive twelve month period as may be mutually agreed by the parties.
Space	The linear portion of a pole parallel to its axis.
Space Allocation Factor	A percentage value reflecting a party's allocation for space on a pole for purposes of calculating annual rental charges as provided in Article XVI hereof.
Total Cost	The Total Cost to the Owner for setting a Bare Pole including the cost of transferring any Owner facilities and removal of any pole with credit for any salvageable material.
Transferring	Moving of Attachments from one pole to another.

ARTICLE IV.

SPECIFICATIONS

Attachments to Owner's poles covered by this Agreement shall at all times be in conformity with the terms and provisions of the National Electrical Safety Code, industry standards, Cooperative standards and any other applicable regulations, codes or laws promulgated by any governmental authority having jurisdiction thereover, unless exempted under the provisions of Article XIV hereof. The parties mutually covenant and agree with each other to observe all the aforesaid terms, provisions and specifications, applicable to each particular Attachment and to use only skilled workers whose duty it shall be to exercise skill, care and caution in the making, maintaining, relocating and removing of said Attachments. No tag, brand, or other device showing the Licensee's name or insignia shall be placed on or attached to any pole of the Owner unless it shall identify the Licensee as such.

ARTICLE V.

POLES SUBJECT TO AGREEMENT; NONEXCLUSIVE LICENSE

In accordance with the terms and conditions of this Agreement, each party, as Owner, grants to the other party, as Licensee, a nonexclusive license to use such poles of either party which are being used for Attachments by the parties at the date hereof and any other poles of either party when brought hereunder in accordance with the procedure hereinafter provided. Each party shall have the right to grant, by agreement or otherwise to others not parties to this Agreement, rights or privileges to use any of its poles covered by this Agreement, and shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment privileges granted hereunder shall at all times be subject to such agreements with other parties. All poles covered by this Agreement shall be and remain the property of the Owner thereof regardless of any payment by a party as Licensee toward their cost and neither party as Licensee shall, except for the rights provided in this Agreement, acquire any right, title or interest in or to any such pole.

ARTICLE VI.

ESTABLISHING POLE ATTACHMENTS

Whenever either party desires to initially attach to or subsequently modify an Attachment or install additional Attachments on Owner's pole, it shall make application on a Pole Attachment Proposal Form.

Within twenty (20) working days after receipt of the application, the Owner shall notify the applicant, in writing, on the Pole Attachment Proposal Form, whether or not it is willing to permit the Attachments to its poles and if so under what conditions. Upon receipt of notice from the Owner that the application has been approved, and after the completion of any Transferring or Rearranging which is required to permit the placement of any of Licensee's Attachments on such pole, including any necessary pole replacement, the Licensee shall have the right to use such space.

Should either party as Licensee desire to eliminate its Attachments on any pole of the Owner, it shall notify the Owner of such elimination by submission of an appropriate Pole Attachment Proposal Form.

In cases of emergency, application may be made and permission may be granted orally, but such application and permission shall be confirmed within ten (10) working days in writing in the manner herein provided.

ARTICLE VII.

ALLOCATION OF COSTS FOR INSTALLATION OF POLES

The cost of placement of new poles under this Agreement in new pole lines, in extensions of existing pole lines, to replace existing poles, or to add an additional pole in an existing line, shall be borne by the parties as follows:

a. The Total Cost of a pole of the height and strength sufficient to provide the normal space allocation for the Owner's requirements shall be borne by the Owner except as otherwise provided in this Article VII.

b. Where initiated by Owner, the Licensee shall pay to the Owner a sum equal to the difference between the Cost in Place of a new pole adequate to accommodate the Licensee's Attachments and the current Cost in Place of a pole considered by the Owner to be adequate to accommodate the Attachments of the Owner and its other licensees under either of the following conditions:

1. The extra height or strength of an additional pole required by the Owner is necessary solely to adequately accommodate the Attachments of the Licensee.

2. The new pole is installed to replace an existing damaged or deteriorated jointly used pole hereunder and the extra height or strength of the new pole is provided to adequately accommodate the Attachments of the Licensee.

c. Where required solely due to the requirements of the Licensee, the Licensee shall pay the Owner a sum equal to the Total Cost of a new pole, adequate to accommodate the requirements of all parties involved, where such new pole is erected hereunder to replace an existing pole solely to adequately provide for the Attachments which the Licensee proposes to place on the new pole or pay the Cost in Place where an additional pole is set due solely to the Licensee's requirements.

d. Any such new pole shall be the property of the Owner regardless of any payments by the Licensee toward the cost of such new pole and the Licensee shall acquire no right, title or interest in and to such pole.

ARTICLE VIII.

EASEMENTS AND RIGHTS OF WAY

The Licensee shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of Attachments of the Licensee. The Owner does not grant, convey nor guarantee any easements, rights-of-way or franchises for the construction and maintenance of said Attachments. Each party, when a Licensee, hereby agrees to indemnify and save harmless the Owner from any and all claims, including the expenses incurred by the Owner to defend itself against such claims, resulting from or arising out of the failure of the Licensee to secure such right, license, permit or easement for the construction or maintenance of said Attachments on the Owner's poles.

ARTICLE IX.

MAINTENANCE OF POLES AND ATTACHMENTS AND INSTALLATION OF GUYS AND ANCHORS

The Owner shall, at its own expense, maintain its poles used under this Agreement in a safe and serviceable condition and in accordance with the specifications referred to in Article IV above, and shall replace, subject to the provisions of this Agreement, such of said poles as become defective. Each party shall, at its own expense, maintain all of its Attachments in accordance with the specifications referred to above, and keep them in safe condition and thorough repair. Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer and remove its own Attachments (including any tree trimming or cutting incidental thereto) and shall place such guys and anchors as are necessary to sustain the unbalanced strain of its own Attachments, at its own expense, and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party. The Licensee shall not attach its guys to the anchors of the Owner unless such permission has been expressly provided for in writing by the Owner.

When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or other special equipment, the new pole shall be set in a manner which will minimize the transfer cost of both parties. Should special conditions warrant setting the new pole in the old pole hole, written notice on the Standard Proposals form shall be provided to the Owner prior to construction. In such instances, the Owner shall determine if the new pole can be safely placed in the old hole and, if so, what the additional cost to the Licensee shall be for this work.

Each party agrees to exercise care in the use of any poles under this Agreement, and satisfy itself of their safe condition before performing any work thereon.

ARTICLE X.

POLE INSPECTION

The poles used by the parties under this Agreement may be identified by a joint field check if mutually agreed by both parties to verify the accuracy of the total number of such poles. Similar joint field checks may be made thereafter as mutually agreed upon to verify the accuracy of the total number of such poles.

If one of the parties independently conducts its own field check and determines that there is a discrepancy in the records as to the poles used under this Agreement, the other party may either accept the results of such field check or request that a joint field check be

conducted as soon as practicable. In such case, the joint field check shall be completed within twelve (12) months from the time the other party was notified in writing of the discrepancy.

ARTICLE XI.

UNAUTHORIZED ATTACHMENTS

Neither party shall make Attachments to or make use of any pole or any facility owned by the other party, except as authorized under Article VI hereof. In the event of any such unauthorized attachment or use, whether discovered during a joint field check under Article X or otherwise, the attaching party shall be liable to the Owner of the pole or facility for the annual rental charges for the shorter of (i) three years or (ii) the period dating back to the last field check, for each such pole.

ARTICLE XII.

ABANDONMENT OF POLES

If the Owner desires to abandon any pole used under this Agreement, it shall give the Licensee sixty (60) working days prior written notice of such intention. The Licensee shall either remove its Attachments from the said pole during such notice period or purchase the pole as described in the operating manual. If, after the expiration of such notice period, the Owner shall no longer have any Attachments on the pole, but the Licensee still shall be occupying the pole, it shall save harmless the former Owner of such pole from all obligations or liability incurred thereafter with respect to such pole.

ARTICLE XIII.

REPLACEMENT AND RELOCATION OF POLES

Whenever it is necessary to replace or change the location of a pole under this Agreement, except in case of emergency, the Owner shall, before making such change, give not less than thirty (30) working days notice thereof to the Licensee, specifying in such notice the time of the proposed replacement or change, and the Licensee shall arrange to transfer its Attachments at the time specified.

ARTICLE XIV.

ALLOCATION OF SPACE

On each pole used hereunder, space shall be measured between the extreme upper and lower Attachments of a party from which clearance must be measured in accordance with the specifications herein referred to. It is the intent of this Agreement to provide poles for the Attachments of the parties hereto no taller or stronger than necessary to comply with the minimum requirements of the specifications referred to in Article IV hereof. It is furthermore the intent of this Agreement, that poles having Attachments prior to the date of this Agreement, providing that their installation conformed to the specifications referred to in Article IV hereof at the time original attachment was made, will not be replaced or Attachments rearranged solely to meet the current specifications referred to in Article IV hereof.

ARTICLE XV.

RENTALS

a. On or about January I of each year or on such other date as may be mutually agreed, the parties acting in cooperation shall, subject to the provisions of Section (b) of this Article XV, tabulate the total number of poles in use under this Agreement as to the preceding day, and the number of poles on which either party as Licensee removed all of its Attachments during the twelve (12) preceding months, which tabulation shall indicate the number of poles which each party owns on which rentals are to be paid by the other party.

b. For the purpose of such tabulation, any Attachments by the Licensee either directly or by means of a pole top extension fixture shall be considered as a rental contact.

c. Subject to the provisions of Article XVI hereof, the rental rate for the Cooperative as determined pursuant to Article XVI(a)(1) hereof shall be paid annually by the Cooperative for each pole under this Agreement owned by the Telephone Company and the rental rate for the Telephone Company determined pursuant to Article XVI(a)(2) hereof shall be paid annually by the Telephone Company for each pole under this Agreement owned by the Cooperative. The smaller total shall be deducted from the larger and the Cooperative or the Telephone Company, as the case may be, shall pay to the other the net difference between such amounts. The rental herein provided for shall be paid within thirty (30) calendar days after a statement therefor has been mailed.

ARTICLE XVI.

PERIODIC ADJUSTMENT OF RENTALS

The rentals applicable under this agreement shall be subject to adjustment every three (3) years. The new rentals shall apply starting with the annual statement next rendered for *the following Rental Year and continuing until the next adjustment.*

a. The following formula shall be used to determine rentals to be paid by each party.

1. The rental rate the Cooperative will pay for use of Telephone Company poles which it occupies shall be determined as follows: The product of, (i) the Cooperatives' Embedded Bare Pole Investment, (ii) the Cooperatives' Annual Charges (as determined in this Article XVI) and (iii) the Cooperative's Space Allocation Factor (as determined in this Article XVI).

2. The rental rate the Telephone Company will pay for use of Cooperative poles which it occupies shall be determined as follows: The product of, (i) the Cooperatives' Embedded Bare Pole Investment, (ii) the Cooperatives' Annual Charges (as determined in this Article XVI) and (iii) the Telephone Company's Space Allocation Factor (as determined in this Article XVI).

b. Each party's Space Allocation Factor shall be based upon the following division of space:

Portion of Pole	Allocation and Type of Space
The Uppermost 7 feet	Allocated to the Cooperative, herein called "Cooperative Space".
Next 3 feet 4 inches	Restricted, unoccupied, herein called "Code Space".
Next 3 feet	Allocated to the Licensee, herein called "Licensee Space".

Based upon the above allocation of space, the Cooperative's and the Telephone Company's Space Allocation Factor shall be 65% and 35% respectively, computed as follows:

Cooperative's Space Allocation Factor:

$$\frac{7' + .5\ (3'\ 4'')}{(7' + 3'\ 4'' + 3')} \times 100\% = 65\%$$

Telephone Company's Space Allocation Factor:

$$\frac{3' + .5\ (3'\ 4'')}{7' + 3'\ 4'' + 3')} \times 100\% = 35\%$$

c. The following Cooperative components of cost constitute the Annual Charges expressed as a percentage of Embedded Bare Pole Investment:

1.	Depreciation	XX%
2.	Income Taxes	XX%
3.	Other Taxes	XX%
4.	Cost of Capital	XX%
5.	Operation and Maintenance	XX%
6.	Administrative and General	XX%
	Total	XX%

These components are to be determined as follows:

1. Depreciation: A common depreciation rate for the Embedded Bare Pole Investment shall be used.

2. Income Taxes: Income taxes, if any, are based on a combined federal and state incremental income tax rate.

3.	Other Taxes:	The rate for other taxes is determined by dividing the sum of property taxes, state and federal unemployment compensation, FICA taxes, franchise taxes, local use taxes, State Excise Taxes, and miscellaneous taxes by the total investment in electric plant in service. Only the portion of property taxes, franchise taxes and miscellaneous taxes that are charged to electric operating expenses are used in the calculations.
4.	Cost of Capital:	The cost of capital for the Cooperative shall be a blend of the Cooperatives' cost of debt and the calculated rate of return on equity.
5.	Operation and Maintenance	The operation and maintenance expense factor shall be developed by dividing the expenditures directly associated with the Cooperatives operation and maintenance of its Bare Poles by the total Embedded Bare Pole Investment.
6.	Administrative and General:	The rate for administrative and general expenses is determined by dividing the total administrative and general expenses by the total investment in electric plant in service. Sales and commercial expense, provision for uncollectible accounts and overheads associated with office buildings (e.g. capital costs, depreciation and related income taxes) are not included.

d. The Cooperative shall submit to the Telephone Company every three (3) years, on or before each May 1, its Embedded Bare Pole Investment and Annual Charges proposed for the current Rental Year, including sufficient detail to enable the other party reasonably to determine the derivation and accuracy of such data. The Telephone Company shall have thirty (30) working days from receipt thereof to except in writing to any part of such data. If no such exception is taken, the data shall be deemed accepted. If the parties are not able to resolve any exceptions by the next billing date, the proposed rental rate shall be charged and paid until such resolution is accomplished, at which time a retroactive adjustment shall be made if necessary. The Embedded Bare Pole Investment and Annual Charges submitted by the Cooperative shall use costs and statistics from the previous calendar year.

ARTICLE XVII.

DEFAULT

a. If either party shall be in default in any of its material obligations under this Agreement and such default continues thirty (30) calendar days after written notice thereof from the other party, the right of the defaulting party hereunder to make additional Attachments to the poles of the other party shall be suspended. If such default on the part of the Licensee shall continue for a period of ninety (90) calendar days after such suspension, the Owner may, without further notice, remove any or all of the Licensee's Attachments from the poles under this Agreement involved in the default at the expense of the Licensee and the Owner shall not incur any liability for such action.

b. If either party shall be in default in the performance of any work which it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the reasonable cost thereof. Failure on the part of the defaulting party to make such payment within sixty (60) calendar days upon presentation of bills therefore shall, at the election of the other party, constitute a default under Section (a) of this Article XVII.

The remedies provided herein are not exclusive and shall be in addition to any other remedies available to a party.

ARTICLE XVIII.

TERM OF AGREEMENT

Except as otherwise provided under Article XVII, herein, this Agreement may be terminated by either party five (5) years from date of this Agreement, upon one (1) year's notice in writing to the other party. If not so terminated, it shall continue in force until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid. Despite any termination under this Article, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination until a new Agreement is entered into by the parties. Following such termination until a new Agreement is entered into between the parties, neither party shall be under an obligation to permit any new Attachments to or changes in any existing Attachments of the other on poles jointly used by the parties on the date of such termination. This Agreement shall not be modified except in writing executed by a duly authorized representative of both parties.

ARTICLE XIX.

PRIOR AGREEMENTS

All existing agreements, written or oral, between the parties hereto for the Attachments of poles within the territory where both parties hereto now, or in the future, have the right to operate are by mutual consent hereby terminated, but such termination shall not reduce or eliminate the obligations of either party to make payment of any amounts due and owing under any prior agreement.

ARTICLE XX.

PERFORMANCE WAIVER

Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to causes beyond the control of said party, including but not limited to, Acts of God or the public enemy, war, revolution, civil commotion, blockade or embargo, acts of government, any law, order, proclamation, regulation, ordinance, demand, or requirement of any government, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, restrictions, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of either party.

ARTICLE XXI.

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the poles under this Agreement, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the prior written consent of the other party, which shall not be unreasonably withheld, except as security for the United States of America or any agency thereof or any lender or trustee under any mortgage or deed of trust; provided, however, that nothing herein contained shall prevent or limit the right of either party to lease or transfer any or all of its property, rights, privileges, and franchises, to another corporation or affiliate organized for the purpose of conducting a business of the same general character as that of such party, to mortgage or create a security interest in any or all of its property, rights, privileges or franchises, or to enter into any merger or consolidation. In the case of foreclosure of such mortgage or security interest, or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to and be acquired and assumed by the transferee, lessee, assignee, merging or consolidating company as the case may be.

ARTICLE XXII.

WAIVER OF TERMS AND CONDITIONS

No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless made in writing and signed by duly authorized representatives of the parties. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to either party shall impair or affect that party's right thereafter to exercise the same.

ARTICLE XXIII.

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon poles under this Agreement, and the taxes and the assessments which are levied on said poles shall be paid by the Owner thereof, but any tax, fee, or charge levied on the Owner's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XXIV.

BILLS AND PAYMENT FOR WORK

Each party, as Licensee, shall be billed by the other party, as Owner, for all rates, fees and charges rendered under the provisions of this Agreement and each party, as Licensee, agrees to pay to the other party, as Owner, such rates, fees and charges within thirty (30) calendar days of the invoice date.

ARTICLE XXV.

RURAL ELECTRIFICATION ADMINISTRATION APPROVAL

This Agreement, and any amendment thereof, shall be effective subject to the condition that, this Agreement and any amendment thereof shall have the prior approval in writing of the administrator of the Rural Electrification Administration.

ARTICLE XXVI.

SERVICE OF NOTICES

Whenever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by mail or by personal delivery, to the Cooperative at its office at [redacted], or to the Telephone Company at its office at [redacted], Cleveland, Ohio [redacted], as the case may be, or to such other address as either party may from time to time designate in writing for that purpose.

ARTICLE XXVII.

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injury to persons (including death) or damages to property, arising out of the use of poles under this Agreement, which use is understood to include the wires and fixtures of the parties hereto, attached to the poles covered by this Agreement, the liability for such damages, as between the parties hereto, shall be as follows:

a. Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or wrongful acts or omissions or solely by its failure to comply at any time with the specifications referred to in Article IV, and will indemnify, protect and hold harmless the other party in any such instance.

b. Each party shall be liable for one-half (1/2) of all damages for such injuries to persons and for one-half (1/2) of all damages for such injuries to property that are caused by the concurrent negligence or wrongful acts or omissions of both parties hereto or that are due to causes which cannot be traced to the sole negligence or wrongful acts or omissions of either party.

c. *All claims for damages arising hereunder that are asserted against or affect* both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case under the provision of section (b) of this Article XXVII and where the claimant desires to settle such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the amount which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

d. In the adjustment between the parties of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall include costs, attorneys' fees, disbursements and other proper charges and expenditures.

e. It is further understood and agreed between the parties hereto that at all times during the term of this Agreement and particularly during the time of any construction, repair or new Attachments to poles covered by this Agreement that the parties shall consider the wires of both parties to be energized.

ARTICLE XXVIII.

INVALIDITY

If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable under any laws, rules or regulations of any governmental body or agency having jurisdiction thereof, any such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein.

ARTICLE XXIX.

EXECUTION

This Agreement may be executed in three counterparts each of which so executed shall be deemed to be an original.

ARTICLE XXX.

HEADINGS

Headings used in this Agreement are inserted only for the convenience of the parties and shall not affect the interpretations or construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

[redacted]

Ameritech

By: [redacted]

By: Jacqueline Alvarado

Title: [redacted]

Title: PRESIDENT

JOINT USE AGREEMENT

BETWEEN [redacted]

AND AMERITECH

DATED JANUARY 1, 1994

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AGREEMENT

COVERING THE JOINT USE OF POLES

THIS AGREEMENT, effective January 1, 1994, is made by and between [redacted] and Ameritech Services, Inc. (as agent for and on behalf of Ohio Bell Telephone Company, an Ohio Corporation; Michigan Bell Telephone Company, a Michigan Corporation; and Indiana Bell Telephone Company, an Indiana Corporation), a corporation of the State of Delaware, hereinafter called the "Telephone Company".

WITNESSETH

WHEREAS, the Electric Company and the Telephone Company desire to promote the joint use of their respective poles when and where such joint use shall be mutually advantageous,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1

1 SCOPE OF AGREEMENT

1.01 This agreement shall be in effect as of January 1, 1994, in such portions of the States of Ohio and Michigan and in effect as of January 1, 1996 in such portions of the State of Indiana in which both parties to this Agreement now or hereafter operate and shall cover all poles of each of the parties now existing or hereafter erected or acquired in the above territory when said poles are brought hereunder in accordance with this Agreement.

1.02 Each party reserves the right to exclude from joint use:

a. Poles which in Owner's judgment are necessary for its own sole use; or

b. Poles which carry, or are intended by Owner to carry, facilities of such a character that in Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

1.03 This Agreement shall create only several liability and not any joint liability between [redacted] as it relates to their respective obligations under this Agreement. Reference to the terms "Electric Company" and/or "Electric Companies" must be read in their appropriate context given this stated objective.

This Agreement shall create only several liability and not any joint liability between Ohio Bell Telephone Company, Michigan Bell Telephone Company, and Indiana Bell Telephone Company as it relates to their respective obligations under this Agreement. Reference to the terms "Telephone Company" and/or "Telephone Companies" must be read in their appropriate context given this stated objective.

ARTICLE 2

2 EXPLANATION OF TERMS

For the purpose of this Agreement, certain terms shall have the meanings given in this article.

2.01 JOINT USE - The simultaneous use of any pole for the attachment of both parties.

2.02 NORMAL SPACE ALLOCATION - On a joint pole the following described basic space for the exclusive use of each party, respectively, with the associated mutual vertical clearance space for maintenance of separations, in accordance with the specifications referred to in Article 3:

a. For the Electric Company, the uppermost nine (9) feet, measured from top of pole.

b. For the Telephone Company, the lowest three (3) feet, measured upward from a point of attachment on the pole which will obtain basic clearances to ground as required by the specifications referred to in Article 3 and permit practical horizontal grading of facilities.

c. Mutual vertical clearance space on the pole between each company's attachments shall never be less than that which will obtain minimum separations as required by the specifications referred to in Article 3.

d. Except by mutual agreement of the parties, attachments shall not be permitted in the neutral space required by the specifications referred to in Article 3. This limitation does not apply to attachments of street lighting or traffic control systems owned or used by governmental entities.

These specifications referred to in Article 3 do not preclude certain attachments of one party being located in and extending vertically through space reserved for the other party.

2.03 OWNER - The party owning the pole.

2.04 LICENSEE - The party having the right under this Agreement to make attachments to Owner's poles.

2.05 APPLICANT - The party making application to the Owner for permission to become a Licensee on Owner's poles.

2.06 SUBTRANSMISSION - Voltage below 138KV not otherwise designated as distribution. This Agreement does not permit the Telephone Company to make attachments to additional subtransmission poles without the prior written consent of Electric Company, which consent can be withheld in Electric Company's discretion.

2.07 TOTAL COST - Total Cost shall include all material, labor and overheads. When replacing a pole and for additional poles due solely to the Licensee's requirements, Total Cost shall include the cost of transferring facilities and removal of the old pole, with book value credit for any reusable/salvageable material.

2.08 EMBEDDED POLE COST - The average original installed cost of a bare pole based on the original cost of all poles including all sizes and vintage years; in the case of the Electric Company, all distribution poles. Because there are only a small number of existing attachments to subtransmission poles, the original cost of such subtransmission poles are not currently used to calculate the Embedded Pole Cost. When Electric Company develops the appropriate cost data, the parties may discuss alternate billing arrangements for the use of subtransmission poles.

2.09 APPORTIONED COST OF GROUNDS - The original cost of all grounds based on the Electric Company cost of grounds divided by the total number of poles included in the computation of Embedded Pole Cost.

2.10 THIRD PARTY - Any additional licensees other than the Electric Company and Telephone Company.

2.11 BARE POLE - A pole exclusive of any type of attachments.

2.12 PROPOSALS - A standardized form used by the parties to communicate either their needs, requirements or intentions regarding attachments.

2.13 TRANSFER NOTICE - A standardized form used by the parties to communicate that new pole placement has been completed.

2.14 CARRYING CHARGE - A percentage to be determined annually which will include Capital, Operation and Maintenance, Administrative and General, Depreciation and Taxes, as described in Article 12.03 h.

2.15 ATTACHMENT - Any device now or hereafter fastened to a joint use pole by the parties hereto.

2.16 ELECTRIC COMPANY - Includes [redacted] as agent for its affiliated operating companies, to the extent that such companies are not covered under separate agreements with Ameritech.

2.17 TELEPHONE COMPANY - Includes Ameritech and its parent, subsidiary and affiliated companies to the extent that such companies are not covered under separate agreements with American Electric Power Service Corporation as agent for its affiliated operating companies.

ARTICLE 3

3 SPECIFICATIONS

3.01 The joint use of poles covered by this Agreement shall at all times be in conformity with good industry practice and with the terms and provisions of the latest applicable edition of The National Electrical Safety Code, and the rules of the Public Service Commissions of the States applicable to this agreement and any other applicable binding orders, statutes, ordinances, rules and regulations of any other governmental body. Where differences in standards exist, the most stringent shall apply.

3.02 If either party places or maintains its facilities not in conformance with Article 3, then the other party may give written notice to the nonconforming party to bring its facilities into compliance with this Agreement subject to the limitations contained in Article 3.04. The nonconforming party must bring its facilities into compliance within ninety (90) days of notification. If facilities are not brought into compliance, the nonconforming party is considered in default in accordance with Article 15 of this Agreement.

3.03 Wood poles shall comply with American Standards Association specifications and have a preservative treatment, full length, in accordance with good modern practice at the time of installation.

3.04 It is the intent of this Agreement that poles having attachments prior to this Agreement, providing that their installation conformed to the specifications referred to in Article 3 herein at the time the original attachment was made, will not be replaced or attachments rearranged solely to meet the requirements of Articles 2.02 a. and 2.02 b., under NORMAL SPACE ALLOCATION or the current specifications referred to in Article 3 01.

The foregoing does not prohibit the replacement of a pole if Licensee compensates Owner in accordance with Article 8.01.

ARTICLE 4

4 ESTABLISHING JOINT USE OF EXISTING POLES

4.01 Whenever either party desires to reserve space on any pole owned by the other party, either as initial space or additional space on said pole, it shall submit a proposal therefor, specifying the location of the pole in question, the amount of space desired

and the number and character of circuits to be placed thereon. Within fifteen (15) days after the receipt of such application, Owner shall notify the Applicant in writing whether or not said pole is among those excluded from joint use under the provisions of Article 1.02. If for any reason the Owner cannot respond in writing within fifteen (15) days, an oral request for an extension shall be made. Failure of response within such fifteen (15) day period shall create a presumption that permission has been granted and Applicant may proceed accordingly; however, a telephone call to the Owner shall be made to confirm before the Applicant proceeds. Upon receipt of Owner's notice that the said pole is not among those excluded from joint use, and after the completion by Owner of any transferring or rearranging which in Owner's judgment is then required with respect to attachments on said poles, including any necessary pole replacements, the Applicant shall have the right as Licensee hereunder to use said space for attachments and circuits of the character specified in said notice in accordance with the terms of the notice and of this Agreement.

4.02 Whenever any jointly used pole or any existing pole about to be so used under the provisions of this Agreement is insufficient in height or strength for the existing attachments and for the proposed immediate additional attachments thereon, Owner shall replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require, and bill Licensee in accordance with Article 8.

Whenever Licensee requests any existing jointly used pole be replaced and Owner cannot complete replacement and/or rearrangements within the time required by Licensee, Licensee may place the new pole at the request of the Owner and bill the Owner the Total Cost of installing the new pole plus 25%. The Owner will retain ownership of the new pole and remove the old pole.

4.03 Except as herein otherwise expressly provided, on jointly used poles each party shall, at its own expense, place, maintain, transfer, rearrange and remove its own attachments, including any tree trimming or cutting incidental thereto, place guys to sustain unbalanced loads due to its attachments, and shall perform such work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 5

5 ESTABLISHING JOINT USE OF ADDITIONAL POLES

5.01 Whenever either party hereto requires new poles within the territory covered by this Agreement, either as an additional pole line, as an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, and such pole facilities are not to be excluded from joint use under the provisions of Article 1, it shall promptly notify the other party by submitting a proposal (oral notice subsequently confirmed in writing may be given in cases of emergency) stating the location and size of the new poles and the character of circuits it proposes to use thereon. Within fifteen (15) days after the receipt of such notice, the other party

shall reply in writing, stating whether it does or does not desire space on the said poles, and, if it does, the character of the circuits it desires to use and the amount of space it wishes to reserve. Failure of response within fifteen (15) days shall create a presumption that no joint use is desired and the proposing party may proceed accordingly; however, a telephone call shall be made to the other party to confirm before the proposing party proceeds. Should the party to whom the proposal was made express interest in joint use after the fifteen (15) day period referred to above, any and all additional expenses, including, but not limited to, engineering and other labor costs plus other expenses associated with replacement and/or rearrangement of facilities, shall be borne by the party to whom notice was originally given.

5.02 In any case where the parties hereto shall conclude arrangements for the joint use of any new pole to be erected, and the party proposing to construct the new pole facilities already owns more than its Ownership Objective of joint poles as stated in Article 12.03 a., the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its Ownership Objective of joint poles so as to work toward such a division of ownership of the joint poles that both parties shall equitably share in the benefits and burdens of joint use.

5.03 Each party shall, at its own expense, place and maintain its own attachments on the new joint poles, including any tree trimming or cutting incidental thereto, place guys to sustain unbalanced loads due to its attachments, and shall perform such work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 6

6 RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS

6.01 Owner shall not be required to secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Licensee, and Owner does not grant, guarantee nor convey any easements, rights-of-way or franchises for the construction and maintenance of said attachments, and if objection is made thereto and Licensee is unable to satisfactorily adjust the matter within a reasonable time, Owner may at any time, upon notice in writing to Licensee, require Licensee to remove its attachments from the poles involved, and Licensee shall, within sixty (60) days after receipt of said notice, remove its attachments from such poles at its sole expense.

ARTICLE 7

7 MAINTENANCE OF POLES AND ATTACHMENTS

7.01 Owner shall maintain its jointly used poles in a safe and serviceable condition in accordance with Owner's standards and in accordance with the specifications referred to in Article 3, and shall replace, reinforce or repair poles as they become defective.

7.02 When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or other special equipment, the new pole shall be set in a manner which will minimize the transfer cost of both parties. Should special conditions warrant setting the new pole in the old pole hole, written notice on the standard Proposal form shall be provided to the Owner prior to construction.

7.03 Whenever it is necessary to replace or relocate a jointly used pole, Owner shall, before making the change, give notice thereof in a Proposal (except in cases of emergency, when oral notice may be given and subsequently confirmed in writing) to Licensee, specifying in such notice the time of such proposed replacement or relocation. After Owner has completed its work it shall notify Licensee by Proposal or Transfer Notice, if available, and Licensee shall transfer its attachments to the new or relocated pole. Normally, unless mutually agreed to otherwise, the party to this Agreement last transferring their attachments shall remove and retain or dispose of the old pole within 90 days of the Transfer Notice and shall be responsible for any liability, injury, damage, expense, or claim to persons, including disease or death, which is in any way attributable to the removal and disposal of the old pole. If the Licensee is the party who removes the existing pole they will be reimbursed for the cost of removing the existing pole, including its disposition, by the original Owner of the pole. If Owner must return to pull the old pole because of failure of Licensee to remove the old pole in a timely manner, Licensee shall compensate Owner for pulling the pole.

7.04 Each party shall maintain all of its attachments on jointly used poles in accordance with the specifications referred to in Article 3 and the terms of this Agreement and shall keep them clear of trees, in safe condition and in thorough repair in accordance with each party's standards.

7.05 The Telephone Company, when operating either as Owner or Licensee, without any charge other than normal joint use rental, may install electrical bonding from communication cables or equipment to Electric Company's pole grounds on jointly used poles in accordance with Article 3.

7.06 The Licensee may replace Owner's pole during emergency conditions when Owner is not able to replace such pole in a timely manner. In this event, the Owner shall pay the Licensee's costs in accordance with Article 8.04.

ARTICLE 8

8 DIVISION OF COSTS

8.01 The Total Cost of new jointly used poles under this Agreement, either in new pole lines, in extension of existing pole lines, to replace existing poles, or to add an additional pole in an existing line, shall be borne by the parties as follows:

a. General

The Total Cost of a pole sufficient to provide the NORMAL SPACE ALLOCATION for Owner's requirements shall be borne by Owner except as provided in b., c. and d. herein.

b. Existing Pole

(1) Where a pole must be replaced due to Owner's requirements, the Total Cost of the pole shall be borne by Owner. Each party shall transfer its facilities at its own expense.

(2) Where a pole is replaced by Owner at the request of Licensee solely to accommodate attachments of Licensee, Licensee shall pay to Owner a sum equal to the Total Cost of the new pole.

(3) Where a pole must be replaced due to Owner's requirements and the extra height and/or strength is required to accommodate Licensee's attachments, Licensee shall pay to Owner a sum equal to the difference between the Total Cost of a new pole required to accommodate Licensee's attachments and the Total Cost of a pole adequate to accommodate the attachments of Owner and its other licensees.

(4) Where a new pole is installed to replace an existing damaged or deteriorated jointly used pole hereunder, and the extra height and/or strength of the new pole is required or requested by Licensee, Licensee shall pay Owner a sum equal to the difference between the Total Cost of a new pole adequate to accommodate Licensee's attachments and the Total Cost of a pole adequate to accommodate attachments of Owner and its other licensees.

c. New (Additional Pole)

Nothing herein contained shall be construed to preclude the use of poles less than the basic pole (40 foot, Class 5 wood pole) provided that such poles provide the necessary space for the attachments of both parties and comply with the specifications referred to. A basic pole, or a pole shorter and/or weaker than the basic pole, shall

be installed at the sole expense of the Owner only when a new (additional pole) is required.

(1) Where Owner requires a new pole and Licensee does not require any extra height and/or strength above the basic pole to accommodate its facilities, the Owner will install a basic pole and the cost of installing the pole shall be borne by Owner.

(2) Where Owner requires a new pole and Licensee requires extra height and/or strength above the basic pole to accommodate its attachments, Licensee shall pay a sum equal to the difference between the Total Cost of a new pole adequate to accommodate Licensee's attachments and the Total Cost of a basic pole, and the balance of the cost of installing such pole shall be borne by the Owner.

(3) Where one party requires a pole, but desires to have the other party set the pole and the other party agrees, the party that requires the pole shall pay a sum equal to the Total Cost of the new pole, plus 25%, less any cost for extra height and/or strength above a basic pole (required by the other party) to the party setting the pole, and shall become the Owner.

d. In the case of a pole taller or stronger than a pole suitable for joint use, the extra height and/or strength of which is due to the requirements of public authorities (other than requirements with regard to keeping the wires of either party clear of trees), Licensee shall pay to Owner a sum equal to one-half the difference between the Total Cost of such pole and the Total Cost of a pole considered by Owner to be adequate to accommodate the attachments of Owner and its other licensees, unless the Owner is reimbursed by the public authority requesting replacement.

e. The cost of excess height and/or strength provided for the attachments of third parties, except as provided in Article 8.01 d., shall be billed to and reimbursed by the third party according to the agreement between the Owner and the third party.

f. Any such new pole shall be the property of Owner regardless of any payments by Licensee toward the cost of such new pole, and Licensee shall acquire no right, title or interest in and to such pole.

g. Each party shall place, maintain, rearrange, transfer and remove its own attachments at its own expense, except as otherwise expressly provided elsewhere in this Agreement.

8.02 Cost of Pole Replacement and Transfer of Attachments. Except as otherwise herein expressly provided, in situations requiring either (a) the replacement of a joint pole in kind, i.e., the same height and class, or (b) where replacement pole must be taller

or stronger due to Owner's requirements, the costs of replacement of the pole shall be borne by the Owner, and the costs of transferring shall be borne by each party for its own facilities.

8.03 Assistance Required. If Owner cannot physically install a new pole or replace a pole for Joint Use as required in Article 4.02 without the assistance of the Licensee, then Owner shall reimburse Licensee the Total Cost incurred in rendering the required assistance.

8.04 Emergency Conditions. Where Licensee must replace Owner's pole under emergency conditions, Owner shall pay Licensee for the Total Cost incurred in replacing the pole, and, if Licensee removes the old pole, the cost of removal. Title to the new pole will remain with the Owner. Licensee will transfer its own facilities at no cost to Owner.

8.05 Cost of Rearrangements on Existing Poles. Whenever joint use is requested by the Licensee on an existing pole, and space can be provided by rearrangement of the Owner's attachments, the Total Cost of such rearrangements shall be borne by the Licensee.

8.06 Sharing of Space. Each party may, upon request of the other party, share with such other party any assigned or reserved space not presently being used, so long as the requirements of Article 3 are satisfied. Upon written notice from the sharing party that any such shared space is required for such party's operations, the party to whom the space was originally loaned shall, within sixty (60) days, relocate or rearrange its facilities. The Total Cost of any work necessary to provide the sharing party with its normal space allocation shall be the responsibility of the party to whom the space was originally loaned.

8.07 Anchors. All anchors and guys, with the exception of jointly used anchors as provided in Article 8.08 below, shall be placed by and at the expense of the party whose attachments make such work necessary. Such anchors and guys shall remain the sole property of the party placing them and shall not be considered a part of the supporting structure.

8.08 Jointly Used Anchors. Normally each company will place separate anchors; however, when it is advantageous to both companies, an anchor rod suitable for joint attachment shall be placed by the Owner of the pole with the Total Cost of the anchor to be shared equally by the parties. If the anchor is inadequate for the combined requirements of both parties, then the Licensee shall place the additional anchorage required.

ARTICLE 9

9 PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

9.01 When either party desires to change the character of its circuits on jointly used poles, such party shall give ninety (90) days' written notice to the other party of such contemplated change.

The parties shall then cooperate in determining (1) the conditions under which joint use may be continued on a mutually satisfactory basis, or (2) if in the judgment of both parties continued joint use is not feasible, the most practical and economical method of providing for separate lines. In the latter event, the party whose circuits are to be removed from the jointly used poles shall promptly carry out the necessary work.

The cost of establishing such circuits in the new location shall be borne by each party under the provisions of this paragraph. In the event one party owns all the poles, the Licensee shall relocate its facilities at no expense to the Owner. If the parties agree that it is more practical for the Licensee to remain on the existing centerline (pole line) and Owner's facilities should be relocated, Licensee shall reimburse Owner for the cost of relocation based upon the reestablishment of similar facilities. In the event neither party is the Owner of all the poles involved, the cost of reestablishing equivalent facilities in a new location shall be divided between the parties in proportion to the percent ownership of the existing poles. Where ownership is divided, the party owning a majority of the poles shall have the right to remain on an existing centerline unless it is mutually agreed otherwise. The cost of relocation shall be divided according to ownership with the party who retains the centerline paying a portion of the relocating party's cost equal to the percent of poles involved which are owned by the relocating party. For example, if one party owns 60% of the poles and the second party owns 40%, the second party would relocate and receive payment equal to 40% of its cost from the first party. Where the ownership of the poles involved is equal, the parties shall decide which facilities are more practical to relocate, and the relocating party will be reimbursed 50% of its relocation costs. If the party owning less than 50% of the poles prefers to remain on the existing centerline and the other party is agreeable, the entire cost of the relocating party's expense shall be paid by the party retaining its facilities on the existing centerline.

9.02 Attachments may be permitted on subtransmission and transmission poles of the Electric Company only after obtaining written authorization with the understanding that, should the characteristics of the Electric Company facilities (circuits) change resulting in either the Electric Company or the Telephone Company deciding joint use is no longer feasible, the Telephone Company shall remove its facilities with no cost or obligation to the Electric Company.

ARTICLE 10

10 TERMINATION OF JOINT USE

10.01 If Owner desires at any time to abandon any jointly used pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to remove its attachments from such pole. If, at the expiration of said period, Owner shall have no attachments on such pole but Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of Licensee, and Owner shall transfer title to said pole and Licensee shall accept title to said pole in the manner provided for under Article 11. Licensee shall indemnify, protect and hold harmless the Owner from all obligations, liabilities, damages, costs, expenses or charges incurred after the expiration of the sixty (60) day period, and not arising out of anything theretofore occurring, because of or arising out of, the presence or condition of such pole or of any attachment thereon; and shall pay Owner a sum equal to the average of both parties current Total Cost at the time of abandonment, depreciated at the rate of 3% per year, but not less than 25% of the current Total Cost, based on height of such abandoned pole.

10.02 Licensee may at any time abandon the use of a jointly used pole by giving due notice thereof in writing to Owner, and by removing therefrom any and all attachments it may have thereon.

ARTICLE 11

11 TRANSFERS OF OWNERSHIP

11.01 Any time it is determined that either party owns more than its appropriate percentage of jointly used poles as stated in Article 12.03 a., the party whose ownership is deficient shall have the option to purchase poles, the location and number of which shall be arrived at by mutual agreement. If one party purchases poles from the other party, the price to be paid shall be determined as described in Article 11.02. Each party shall obtain, at its expense, the approval of any governmental agency having jurisdiction over such party's part of the transaction, including the approval of the Securities and Exchange Commission under the Public Utility Holding Company Act.

11.02 When ownership of poles is to be transferred, a mutually approved Proposal in accordance with the Owner's standard selling policy shall be prepared to cover such transfer. Payments for such poles by the Licensee will be made at the time of purchase. The price of such poles shall be the average of both parties current Total Cost at the time of sale depreciated at the rate of 3% per year, but not less than 25% of the current Total Cost for the height of pole involved.

11.03 Unless otherwise specified in this Agreement, a formal Bill of Sale will be required for the transfer of ownership of all poles. The transferring party shall also obtain any

necessary mortgage releases if the poles to be transferred are subject to any mortgages, and shall submit such releases to the other party.

ARTICLE 12

12 RENTALS

12.01 For purposes of this Agreement, a Rental Year shall be the period from January 1 to the succeeding December 31. Any space occupied or reserved by Licensee during any portion of any such Rental Year shall be deemed to have been so occupied or reserved during the entire year. The amount of rent shall be computed, billed and paid in accordance with the following sections of this Article 12 and according to the example set forth in Exhibit A to this Agreement.

12.02 Licensee shall pay rent annually to Owner for those poles on which space is occupied or reserved by Licensee and for which rent is payable, in an amount per pole as provided in this Article 12.

12.03 It is recognized that a differential exists in pole space and facilities required by the Telephone Company and the Electric Company, and that costs should be equitably apportioned to each party. It is also recognized that an appropriate division of ownership should be maintained between the parties. Accordingly, the following formulas shall be used to determine rentals to be paid by the parties:

a. Each party's percentage of pole costs and Objective Ownership, based on such factors as usable and support pole space and shared costs, shall be:

Electric Company	= 57.5%
Telephone Company	= 42.5%

b. The Telephone Company Annual Pole Cost will be calculated as follows: The product of (1) the Telephone Company Embedded Pole Cost plus the Apportioned Cost of Electric Company Grounds, and (2) the Telephone Company annual Carrying Charge percentage.

c. The Electric Company Annual Pole Cost will be calculated as follows: The Product of (1) the Electric Company Embedded Pole Cost including the cost of any subtransmission poles actually occupied or reserved plus the Apportioned Cost of Grounds, and (2) the Electric Company annual Carrying Charge percentage.

d. A blended Annual Pole Cost to be used by both parties will be calculated as follows: (1) The product of the Telephone Company Annual Pole Cost and the percentage of Telephone Company Actual Pole Ownership; plus (2) the product of the Electric Company Annual Pole Cost and the percentage of Electric Company Actual Pole Ownership.

e. The annual rental the Electric Company will pay for use of Telephone Company poles it occupies shall be calculated as follows: The product of (1) the blended Annual Pole Cost, (2) the percentage of Electric Company Objective Ownership, and (3) the joint poles owned by the Telephone Company.

f. The annual rental the Telephone Company will pay for use of Electric Company poles it occupies shall be calculated as follows: The product of (1) the blended Annual Pole Cost, (2) the percentage of Telephone Company Objective Ownership, and (3) the joint poles owned by the Electric Company.

g. The net difference between such total amounts shall be paid to the other party by the party owing the greater amount.

h. Each party's annual Carrying Charge Percentage shall include Capital, Operation and Maintenance, Administrative and General, Depreciation and Taxes, and shall be determined in accordance with a method mutually agreed to by both parties and which has been set forth as Exhibit B to the Agreement prior to its signing.

i. Notwithstanding any of the foregoing provisions, the blended Annual Pole Cost shall not be lower than the Annual Pole Cost of the party who owns more poles than its Objective Ownership of jointly used poles.

12.04 Each party shall submit to the other, on or before each May 1, its proposed Embedded Pole Cost and Carrying Charge proposed for the current Rental Year, including sufficient detail to enable the other party reasonably to determine the derivation and accuracy of such data. Each party shall have thirty (30) days from receipt to except in writing to any part of such data. If no such exception is taken, the data shall be deemed accepted. If the parties are not able to resolve any exceptions by the next billing date, the proposed rate shall be charged and paid until such resolution is accomplished, at which time a retroactive adjustment shall be made if necessary. The Embedded Pole Cost and Carrying Charges submitted by each party shall use costs and statistics from the previous calendar year.

12.05 Each party shall submit to the other, on or before each March 31, a determination of the number of poles subject to this Agreement on which space was occupied or reserved by such other party as of the preceding December 31. Each such determination shall be deemed correct unless written exception is taken within thirty (30) days of receipt. If any such exception cannot be otherwise resolved, a joint inspection of the poles in dispute and records pertaining thereto shall be made. If the parties are not able to resolve any such exceptions by the next billing date, the number originally proposed shall be used until such resolution is accomplished, at which time a retroactive adjustment shall be made if necessary.

12.06 The Bills for the annual rental shall be rendered each year on or about June 1 and shall contain the total rental due for the current Rental Year including a retroactive adjustment in the preceding year's bill based on a formal recapitulation of the poles actually occupied or reserved during such Rental Year and the rental rate determined from the preceding year's costs. All such bills shall be paid within forty-five (45) days of receipt. Bills which are not paid in full within the forty-five (45) days shall bear interest at a rate of 8%, compounded annually.

12.07 In order to make the transition between this Agreement and any prior agreement, rentals to January 1, 1994, shall be based on the number of poles and the annual rental rate specified in the Joint Use Agreement superseded by this Agreement. The new rates shall apply on and after January 1, 1994.

ARTICLE 13

13 UNAUTHORIZED USE: JOINT FIELD CHECKS

13.01 If unauthorized occupancy of poles is found, a Proposal shall be prepared to establish a record of this occupancy on the next annual billing. The party responsible for unauthorized occupancy shall owe the Owner the rental for the entire period dating back to the last joint field check including interest of 8% compounded annually.

If the only attachment on a pole is unused hardware it shall not be considered a rental attachment; however, provisions will be made to have such hardware promptly removed. If not removed within thirty (30) days after formal notification, the current annual rental will apply.

13.02 The parties shall participate in a joint field check at their own expense no less often than every five (5) years, unless an extension is mutually agreed by the parties. Should one party elect not to participate, that party shall pay one-half (1/2) the cost of the field check performed by the other party. The non-participating party has sixty (60) days in which to verify the findings, after which the results of the inventory will become final.

13.03 The provisions of Article 13.02 are waived if both parties enter into a separate Joint Use Inventory Agreement and there is no default thereunder.

ARTICLE 14

14 LIABILITY AND DAMAGES

14.01 Whenever any liabilities, losses, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including all judgments rendered against, fines or penalties are incurred by either or both of the parties hereto, or their respective employees, agents, contractors or subcontractors, including without limitation, injuries to persons, including disease or death, or damage to property,

arising out of the joint use of poles under this Agreement, including the location of said poles, the liability for such damages, as between the parties hereto, shall be as follows:

a. Each party shall be liable for all damages for such injuries to persons or property caused by its sole negligence or by the sole negligence of its contractors or subcontractors or by its sole failure to comply at any time with the specifications referred to in Article 3 or solely by its contractor's or subcontractor's sole failure to comply at any time with the specifications referred to in Article 3, and will indemnify, protect and hold harmless the other party in any such instance.

b. Each party shall be liable for one-half (1/2) of all damages for such injuries to persons and for one-half (1/2) of all damages for such injuries to property that are caused by the concurrent negligence of both parties hereto, the concurrent negligence of both parties respective contractors/subcontractors, the concurrent negligence of a party and the other party's contractor/ subcontractor, or that are due to causes which cannot be traced to the sole negligence of either party, and each party will indemnify, protect and hold harmless the other party for such liability in any such instance.

c. All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case under the provisions of paragraph b. of this Article and where the claimant desires to settle such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the amount which such settlement would involve as a one-time non-refundable payment, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim, regardless of the final disposition of such claim.

d. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall include costs, attorneys' fees, disbursements and other proper charges and expenditures.

e. It is further understood and agreed between the parties hereto that at all times during the term of this Agreement and particularly during the time of any construction, repair or new attachments to poles covered by this Agreement, the parties shall consider the electric wires of the Electric Company to be energized, that working in the vicinity of the wires poses potential dangers and that the Telephone Company shall warn all of its employees, agents, contractors and subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers.

f. The parties hereto agree to require their contractors and subcontractors to provide a release and indemnification of all claims for the benefit of the other joint user in the form attached hereto as Exhibit C. If one of the parties hereto fails to obtain the appropriate release and indemnification from its contractor/subcontractor, such party agrees to provide the same release and indemnification to the other party to this Agreement.

g. In the event that one of the parties hereto is providing storm, emergency, or safety-related services for the benefit of the other party hereto and the party providing the service incurs any liability as referenced in this Article 14, the party receiving the service shall be responsible for any and all such liability.

h. It is further agreed between the parties hereto, that to the extent any of the provisions of this Article 14 should be determined to be contrary to law or held to be invalid by any court of competent jurisdiction, this Article shall be construed and applied as if such invalid provisions were not contained herein, attempting at all times to conform, to the extent possible, to the intent of the parties as herein stated, and provide the maximum indemnity allowed by law. With respect to claims against one party by the other party's employees, the latter party agrees to expressly waive its immunity, if any, as a complying employer under the workers' compensation law but only to the extent that such immunity would bar or affect recovery under or enforcement of the indemnification obligations set forth in this Article. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74.

ARTICLE 15

15 DEFAULTS

15.01 If either party shall be in substantial default in any of its obligations under this Agreement and such default continues thirty (30) days after notice thereof in writing by the other party, the party not in default may suspend the granting of any further joint use. If such default shall continue for a period of ninety (90) days after such suspension, the party not in default may forthwith terminate this Agreement as far as it concerns the further granting of joint use, and shall be under no further obligation to permit additions to, changes in, or upgrades to attachments of the defaulting party upon poles in joint use on the date of such termination.

15.02 If either party shall default in the performance of any work which it is obligated to do under this Agreement, the other party may, with a thirty (30) day advance written notice to the defaulting party, elect to do such work (for example, rearranging the defaulting party's attachments, including pole replacement, to result in attachments conforming to Article 3.01. Where pole replacement is required, the new pole shall be the property of the party performing the work unless the defaulting party wishes to retain ownership by paying the Total Cost of the new pole.), and the party in

default shall reimburse the other party for the Total Cost thereof. Failure on the part of the defaulting party to make such payment within sixty (60) days after presentation of bills therefor shall, at the election of the other party, constitute a default under Article 15.01.

ARTICLE 16

16 *ATTACHMENTS OF OTHER PARTIES*

16.01 Nothing herein contained shall be construed as prohibiting the granting by Owner to others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement. The attachments of any such outside party shall be treated as attachments belonging to the Owner, who shall have the entire right to any payments from such party.

16.02 Attachments of other parties shall at all times be in conformity with Article 3.

16.03 If space is shared by the Owner or Licensee with a third party in order to minimize such third party's costs, the sharing party retains its right to use the shared portion of its space. If Owner or Licensee thereafter requires the full use of its space, it is the duty of the Owner to provide that all costs of making that space available shall be borne by the third party.

16.04 If there is insufficient space on a joint use pole to accommodate a third party, the third party shall be required to reimburse Owner and Licensee for all costs incurred by them in making such space available.

ARTICLE 17

17 WAIVER OF TERMS OR CONDITIONS

17.01 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, and the same shall be and remain at all times in full force and effect.

ARTICLE 18

18 PAYMENT OF TAXES

18.01 Each party shall pay all taxes and assessments levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said jointly used poles shall be paid by the Owner.

ARTICLE 19

19 BILLS AND PAYMENT FOR WORK

19.01 Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall include the expense on the next quarterly billing summary if used or present to the other party within sixty (60) days after the completion of such work a statement of the costs in accordance with the provisions of this Agreement and such other party shall within sixty (60) days after such statement is presented, pay to the party doing the work such other party's portion of the cost of said work.

ARTICLE 20

20 EXISTING AGREEMENTS

20.01 All existing agreements, written or oral, between the parties hereto for the joint use of poles within the territory covered by this Agreement are by mutual consent hereby terminated, and poles covered by such agreements are brought under this Agreement as of the effective date hereof, but such termination shall not extinguish any obligation arising prior to the effective date of this Agreement.

ARTICLE 21

21 TERM OF AGREEMENT

21.01 Subject to the provisions of Article 15 Defaults, herein, this Agreement may be terminated by either party after the first day of January upon one (1) year's notice in writing to the other party. If not so terminated, it shall continue in force until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid. Despite any termination under this Article, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination until a new Agreement is entered into by the parties. Following such termination until a new Agreement is entered into between the parties, neither party shall be under an obligation to permit additions to or changes in attachments of the other on poles in joint use on the date of such termination. This Agreement shall not be modified except in writing executed by a duly authorized representative of both parties.

ARTICLE 22

22 OPERATING ROUTINE

22.01 An Operating Routine shall be joinly prepared by the parties hereto, and shall be approved respectively by the Manager - Regional Joint Use of the Telephone Company and by the Manager, Operations Analysis for the Electric Company. This routine shall be based on this Joint Use Agreement and shall give the detailed methods and procedures which will be followed in establishing, maintaining and discontinuing the joint use of poles. In case of any ambiguity or conflict between the provisions of this Agreement and those of the Operating Routine, the provisions of this Agreement shall be controlling. This Operating Routine may be changed at any time upon the approval of the Manager - Regional Joint Use of the Telephone Company and the Manager, Operations Analysis of the Electric Company, provided such changes do not conflict with the terms of this Joint Use Agreement.

ARTICLE 23

23 MISCELLANEOUS

23.01 Force Majeure. Neither party shall be considered in default in the performance of its obligations herein, or any of them, to the extent that performance is delayed or prevented due to the following causes which are beyond the control of said party: Acts of God or the public enemy, war, revolution, terrorism, civil commotion, blockade or embargo, fires, explosions, cyclones, floods, unavoidable casualties, quarantine, and restrictions.

23.02 Modifications of Agreement. No amendments or modifications to this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties.

23.03 Invalidity. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable under any laws, rules or regulations of any governmental body or agency having jurisdiction thereof, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein.

23.04 Execution. The Agreement may be executed in six (6) counterparts, each of which so executed shall be deemed to be an original.

23.05 Headings. Headings used in this Agreement are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Agreement.

23.06 Applicable Law. Between [redacted], this contract shall be governed by and

interpreted under the laws of the State of Ohio. Between [redacted] and Indiana Bell Telephone Company, this contract shall be governed by and interpreted under the laws of the State of Indiana. Between [redacted] and Michigan Bell Telephone Company, this contract shall be governed by and interpreted under the laws of the State of Michigan

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

[redacted]

Attest: [redacted]

By [redacted]

AMERITECH SERVICES, INC.
on behalf of
OHIO BELL TELEPHONE COMPANY
MICHIGAN BELL TELEPHONE COMPANY
INDIANA BELL TELEPHONE COMPANY

[redacted]

By _____
Ramont Bell, Manager - Regional Joint Use

5-24-

EXHIBIT A

Separate "Joint-Pole Ownership" and "Determination of Rate" calculations shall be made for each Subsidiary

(To be revised annually)

OWNERSHIP OBJECTIVE

Ownership Objective:	Telephone Company	=	ObjT	= 42.5%
	Electric Company	=	ObjE	= 57.5%

JOINT POLE OWNERSHIP

Joint Poles Owned by Telephone Company	- JPtc
Joint Poles Owned by Electric Company	- JPec
Total Joint Poles	- TJP
Percent of Total Joint Use Poles Owned by Telephone Company	
JPtc ÷ TJP (100%)	= PJPtc
Percent of Total Joint Use Poles Owned by Electric Company	
JPec ÷ TJP (100%)	= PJPec

DETERMINATION OF RATE

Embedded Pole Cost of Telephone Company	- EPCtc
Carrying Charge of Telephone Company	- CCtc
Embedded Pole Cost of Electric Company	- EPCec
Carrying Charge of Electric Company	- CCec

EXHIBIT A - Continued

ANNUAL RENTAL CALCULATION

Telephone Company Annual Pole Cost

EPCtc × CCtc = Telephone Company Annual Pole Cost (TCAPC)

$ ____ × ____% = $ _____

Electric Company Annual Pole Cost

EPCec × CCec = Electric Company Annual Pole Cost (ECAPC)

$ ____ × ____% = $ _____

BLENDED ANNUAL POLE COST

(TCAPC × PJPtc) + (ECAPC × PJPec) = Blended Annual Pole Cost (BAPC)

$____ × ____% + $____ × ____% = $____

Joint Pole Rental Due from Electric Company

BAPC × ObjE × JPtc = Annual Rental Due

$ ____ × ____% × _____ = $ _____

Joint Pole Rental Due From Telephone Company

BAPC × ObjT × JPec = Annual Rental Due

$ ____ × ____% × _____ = $ _____

The net difference between such total amounts shall be paid to the other party by the party owing the greater amount.

EXHIBIT B1-A
STATE OF OHIO
AMERITECH & [redacted]

JOINT USE AGREEMENT - SECTION 12

JOINT USE POLE COST & CARRYING CHARGES
FOR 1994 BASED ON 12/31/93 DATA (REVISE ANNUALLY)

OHIO BELL TELEPHONE COMPANY

I. Net Pole Cost	$_____
II. Carrying Charge	
A. Capital	_____%
B. Operation & Maintenance	_____%
C. Administrative & General	_____%
D. Depreciation	_____%
E. Taxes	_____%
Total Carrying Charge	_____%

[redacted]

I. Net Pole Cost	$_____
II. Carrying Charge	
A. Capital	_____%
B. Operation & Maintenance	_____%
C. Administrative & General	_____%
D. Depreciation	_____%
E. Taxes	_____%
Total Carrying Charge	_____%

EXHIBIT B1-B
STATE OF OHIO
AMERITECH & [redacted]

JOINT USE AGREEMENT - SECTION 12

JOINT USE POLE COST & CARRYING CHARGES
FOR 1994 BASED ON 12/31/93 DATA (REVISE ANNUALLY)

OHIO BELL TELEPHONE COMPANY

I. Net Pole Cost	$_____
II. Carrying Charge	
A. Capital	_____%
B. Operation & Maintenance	_____%
C. Administrative & General	_____%
D. Depreciation	_____%
E. Taxes	_____%
Total Carrying Charge	_____%

[redacted]

I. Net Pole Cost	$_____
II. Carrying Charge	
A. Capital	_____%
B. Operation & Maintenance	_____%
C. Administrative & General	_____%
D. Depreciation	_____%
E. Taxes	_____%
Total Carrying Charge	_____%

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

EXHIBIT B2
STATE OF INDIANA
AMERITECH & [redacted]

JOINT USE AGREEMENT - SECTION 12

JOINT USE POLE COST & CARRYING CHARGES
FOR 1994 BASED ON 12/31/93 DATA (REVISE ANNUALLY)

INDIANA BELL TELEPHONE COMPANY

I. Net Pole Cost	$_____
II. Carrying Charge	
A. Capital	_____%
B. Operation & Maintenance	_____%
C. Administrative & General	_____%
D. Depreciation	_____%
E. Taxes	_____%
Total Carrying Charge	_____%

[redacted]

I. Net Pole Cost	$_____
II. Carrying Charge	
A. Capital	_____%
B. Operation & Maintenance	_____%
C. Administrative & General	_____%
D. Depreciation	_____%
E. Taxes	_____%
Total Carrying Charge	_____%

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

EXHIBIT B3
STATE OF MICHIGAN
AMERITECH & [redacted]

JOINT USE AGREEMENT - SECTION 12

JOINT USE POLE COST & CARRYING CHARGES
FOR 1994 BASED ON 12/31/93 DATA (REVISE ANNUALLY)

MICHIGAN BELL TELEPHONE COMPANY

I. Net Pole Cost $_____

II. Carrying Charge

A. Capital _____%

B. Operation & Maintenance _____%

C. Administrative & General _____%

D. Depreciation _____%

E. Taxes _____%

Total Carrying Charge _____%

[redacted]

I. Net Pole Cost $_____

II. Carrying Charge

A. Capital _____%

B. Operation & Maintenance _____%

C. Administrative & General _____%

D. Depreciation _____%

E. Taxes _____%

Total Carrying Charge _____%

EXHIBIT C

RELEASE AND INDEMNIFICATION OF ALL CLAIMS

In consideration of Ameritech on behalf of its affiliated operating companies (collectively "Phone Co.") granting and providing [redacted] and its contractors and subcontractors with access and/or permission to work on or in the vicinity of Phone Co.'s facilities under the terms of that certain Joint Use Agreement between Phone Co. and [redacted] effective January 1, 1994, the undersigned, its employees, subcontractors or agents, agrees to release, indemnify, save harmless, and defend Phone Co., or any of their affiliated or subsidiary companies, directors, officers, employees and agents (collectively Indemnities) from and against any losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including without limitation, all judgments rendered against and all fines and penalties imposed upon Indemnities, and any reasonable attorney fees and any other costs of litigation (hereafter referred to as liabilities) arising out of injuries to persons including, disease or death or damage to property, caused by the undersigned, its employees, agents, subcontractors or any other parties whether connected to the undersigned or not, which are in any way attributable to the performance and prosecution of any work under the Joint Use Agreement. This release and indemnification shall specifically cover, but not be limited to, any liabilities arising out of any injury or damage due to working in the vicinity of or contacting Phone Co.'s telephone lines and facilities.

The undersigned agrees to expressly waive the undersigned's immunity as a complying employer under the workers' compensation law of the jurisdictional state from indemnification. With respect to the contractors based in the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Revised Code 4123.74. The undersigned shall also hold Indemnities harmless from any workers' compensation claims by the undersigned's employees, agents, and contractors in accordance with the indemnity set forth in the first paragraph.

The undersigned hereby acknowledges that he has been warned that working in the vicinity of Phone Co.'s facilities poses potential dangers and that the undersigned is aware of said dangers and will furthermore warn all employees, agents, subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers.

I have fully read this release and understand and consent to it in its entirety.

_____
Name of Electric Company Contractor

_____
By Date

_____
Title

EXHIBIT C

RELEASE AND INDEMNIFICATION OF ALL CLAIMS

In consideration of [redacted] granting and providing Ameritech and its Operating Subsidiaries ("Phone Co.") and its contractors and subcontractors with access and/or permission to work on or in the vicinity of [redacted] facilities under the terms of that certain Joint Use Agreement between Phone Co. and [redacted] effective July 1, 1994, the undersigned, its employees, subcontractors or agents, agrees to release, indemnify, save harmless, and defend [redacted], directors, officers, employees and agents (collectively Indemnities) from and against any losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including without limitation, all judgments rendered against and all fines and penalties imposed upon Indemnities, and any reasonable attorney fees and any other costs of litigation (hereafter referred to as liabilities) arising out of injuries to persons including, disease or death or damage to property, caused by the undersigned, its employees, agents, subcontractors or any other parties whether connected to the undersigned or not, which are in any way attributable to the performance and prosecution of any work under the Joint Use Agreement. This release and indemnification shall specifically cover, but not be limited to, any liabilities arising out of any injury or damage due to working in the vicinity of or contacting [redacted] electric power lines and facilities.

The undersigned agrees to expressly waive the undersigned's immunity as a complying employer under the workers' compensation law of the jurisdictional state from indemnification. With respect to the contractors based in the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Revised Code 4123.74. The undersigned shall also hold Indemnities harmless from any workers' compensation claims by the undersigned's employees, agents, and contractors in accordance with the indemnity set forth in the first paragraph.

The undersigned hereby acknowledges that he has been warned that working in the vicinity of [redacted] facilities poses potential dangers and that the undersigned is aware of said dangers and will furthermore warn all employees, agents, subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers.

I have fully read this release and understand and consent to it in its entirety.

_____
Name of Phone Company Contractor

_____
By Date

_____
Title

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

The Ohio Bell Telephone Company Copy

JOINT USE POLE AGREEMENT

BETWEEN

[redacted]

AND

THE OHIO BELL TELEPHONE COMPANY

The Ohio Bell Telephone Company Copy

[redacted]

AND

THE OHIO BELL TELEPHONE COMPANY

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The Ohio Bell Telephone Company Copy

JOINT USE POLE AGREEMENT

BETWEEN

[redacted]

AND

THE OHIO BELL TELEPHONE COMPANY

JOINT POLE AGREEMENT

This Agreement, by and between [redacted]" and The Ohio Bell Telephone Company aka "Ameritech Ohio", its successors and assigns, a corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as the "Telephone Company," shall be effective this 14th. day of October, 1996.

WITNESSETH:

WHEREAS, the Electric Company and the Telephone Company desire to provide for the joint use of their respective poles when and where such joint use will be of mutual advantage in meeting their service requirements.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1
EXPLANATION OF TERMS AND SPACE ALLOCATION

1.00 For the purpose of this Agreement, certain terms shall have the meanings given in this Article.

1.10 JOINT USE is the simultaneous use of any pole for the attachment of both parties.

1.20 JOINT USE POLE is a pole occupied simultaneously by the attachments of both parties or upon which space is provided under this Agreement for the attachments of both parties, whether or not such space is actually occupied by attachments.

1.21 STANDARD JOINT USE POLE under this Agreement is a 40 foot wood pole of adequate strength for the attachments used by the respective parties. However, if both parties require a shorter or taller pole in approximately equal proportions, such shorter or taller pole shall be considered a standard pole under this Agreement. All newly erected Standard Joint Use Poles shall comply with American National Standards Institute specifications, and shall have a full length preservative treatment.

1.22 EXCESS HEIGHT is the height of pole over and above the standard height as specified in Paragraph 1.21.

1.23 EXCESS STRENGTH is the strength or class of pole above the standard strength needed for the mounting of utility equipment and is further defined in the Administrative and Operating Routine.

1.24 SACRIFICED LIFE is a sum equal to the present value, of pole to be replaced, less any excess height previously paid.

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1.30 SPACE ALLOCATION

(a) The space on a Standard Joint Use Pole placed in service on or after the execution of this Agreement will be as follows:

For the Electric Company, the uppermost 8 feet, measured from the top of the pole. For the Telephone Company, a space of 3 feet below the 40 inch neutral space as required to provide at all times the minimum clearances required by the specifications mentioned in Article 3, and at a sufficient height to provide proper vertical clearance over common obstacles for the lowest horizontally run wire or cable attached in such space.

(b) This Agreement shall not prevent the use of Joint Use Poles other than the Standard Joint Use Poles where such poles are providing or will provide the necessary space for the attachments of both parties in conformity with the specifications stated in Article 3. Poles should not be replaced solely to meet the requirements of Paragraph 1.21.

1.31 OCCUPANCY RIGHTS

(a) Each party shall be entitled to the exclusive use of its space as defined in Paragraphs 1.30 and 1.31.

(b) Each party shall be entitled to the exclusive use of the space made available by excess height purchased by said party.

(c) The vertical conductors, conduits and other attachments permitted under the National Electrical Safety Code as further described in the Administrative and Operating Routine, in their designated quadrant, may occupy the allocated space of either party or in the common space, provided they do not obstruct climbing space or interfere with normal operating procedures. All horizontal contacts should be made to the same side of the pole in order to minimize pole replacement costs.

(d) By mutual agreement either party may occupy space on an existing or a newly erected pole in such a manner as to encroach upon the space which the other party is entitled to occupy, but which is not fully needed for the purpose of such other party at the time, provided that the specifications referred to in Article 3 herein are fully complied with and provided that proper notification has been made. If either party desires to make full use of its allocated space and said space cannot be made by rearrangement, the Owner shall replace the pole in accordance with this Agreement and, specifically, Articles 1 and 8.

(e) By mutual Agreement neither company will attach their facilities in the 40" neutral space.

1.40 ATTACHMENTS are any material or apparatus now or hereafter attached to a Joint Use Pole.

1.50 TRANSFERRING is the moving of attachments from one pole to another.

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1.60 REARRANGING is the moving, relocating, or other reconstructing of attachments on a Joint Use Pole.

1.70 LICENSOR AND OWNER shall mean the party owning a Joint Use Pole.

1.80 LICENSEE is the party having the right under this Agreement to make attachments to a pole of which the other party is the Owner.

1.90 RESERVED SPACE is that unoccupied space provided and maintained by the Owner, either for its own use, or expressly for the Licensee's use at the Licensee's request.

1.91 RATIO OF SPACE is the identified portion of each company's usable space. It will be assumed that all Joint Use Poles are three-party poles with a non-usable space multiplication factor of 33% for the Telephone Company and 33% for the Electric Company. The ratio of space for each party is calculated as follows and is rounded to the nearest tenth:

For Telephone Company (Telco)

$$\text{Telco Ratio of Space} = \frac{\text{Telco Usable Space} + \left[0.33 \times \left(\text{Total Length of Standard Joint Use Pole} - \text{Total Telco \& Elec. Usable Space}\right)\right]}{\text{Total Length of Standard Joint Use Pole}}$$

For Electric Company (Elec.)

$$\text{Elco Ratio of Space} = \frac{\text{Elec. Usable Space} + \left[0.33 \times \left(\text{Total Length of Standard Joint Use Pole} - \text{Total Telco \& Elec. Usable Space}\right)\right]}{\text{Total Length of Standard Joint Use Pole}}$$

1.92 RENTAL CONTACTS - Any attachment by Licensee on Owner's pole.

1.93 ANNUAL CARRYING CHARGE is each party's percentage of expenses as reported in the Federal Energy Regulatory Commission's Form 1 for the Electric Company and the Federal Communications Commission's Form M Data for the Telephone Company as detailed below, rounded to the nearest hundredth. Expenses included are:

Electric Company and Telephone Company
Annual Carrying Charge Components

(a) Embedded Cost of Capital

(b) Book Depreciation Expenses (based on actual service life experience).

(c) Pole Related Operation and Maintenance Expenses

(d) Administration & General

(e) Federal Income Taxes

(f) Property Taxes

(g) Gross Receipts Tax

(h) Any Additional Taxes Jointly Effecting Both Companies

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ARTICLE 2
SCOPE OF AGREEMENT

2.10 This Agreement shall be in effect in such portions of the State of Ohio in which both parties to this Agreement now or in the future are authorized to operate, and shall cover all poles owned by each of the parties now existing or later erected or acquired in the above territory. It is the intention of both parties to utilize the Joint Use of poles where such Joint Use will be of mutual advantage in meeting their service requirements.

2.20 Each party reserves the right to exclude from Joint Use, poles which in the Owner's judgment are necessary for its own use.

2.30 For those poles intended by a party to be excluded from Joint Use under the provisions of this Article, the party excluding such poles shall advise the other of all such proposed exclusions as early as possible.

2.40 Unless otherwise specifically agreed to or as allowed in Paragraph 8.70 all anchors, guys, and span guy poles shall be placed by and at the expense of the party whose attachments make such work necessary. Such anchors, guys, and span guy poles shall remain the sole property of the party placing them and shall not be considered a part of the supporting structure.

ARTICLE 3
SPECIFICATIONS

3.10 Notwithstanding any other provisions contained herein, the Joint Use of the poles covered by this Agreement shall, at all times, be in conformity with the terms and provisions of the edition of the National Electrical Safety Code in effect at the time of installation of said poles, as well as the rules of the Public Utilities Commission of Ohio and other legally binding orders, statutes, rules or regulations. Where a difference in specifications may exist, the more stringent shall apply.

ARTICLE 4
OPERATING ROUTINE

4.10 An Administrative and Operating Routine shall be jointly prepared by the parties, and approved by the Manager [redacted] and the Manager - OSPE Design Support Joint Use - Ameritech. The Administrative and Operating Routine shall be governed by this Agreement and shall give the detailed methods and procedures which are to be followed in establishing, maintaining and discontinuing the Joint Use of poles, the method of determining costs and such other matters as may be found advisable. Notwithstanding the provisions in Article 19, the Administrative and Operating Routine may be changed at any time upon written approval of the Manager of [redacted] and the Manager - OSPE Design Support Contract Adm. CATV Joint Use 3rd Party - Ameritech, provided such changes do not conflict with the terms of this Agreement.

ARTICLE 5
ALLOCATION OF OWNERSHIP OF EXISTING JOINT USE POLES

5.10 A required percent ownership of poles by both parties is not specified in this Agreement. However, it is the intent of this Agreement that both parties will set and own Joint Use Poles. Each party shall have the option to purchase poles. Should a statute, ordinance, regulation or order be made by a regulatory agency or other governmental body that materially affects the rental formula in Article 9, or any specifications in Article 3, both parties agree to promptly negotiate a new agreement.

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5.20 Mixed ownership of poles in any given pole line will be permitted, but should be avoided where possible. However, when the Licensee must set a pole in the Licensor's lead, the party setting the pole will continue to be the Owner.

5.30 A joint survey will be made of all poles now in Joint Use by the parties. The survey will commence within a mutually agreeable time period and shall be completed within one year of the start of the survey. Such survey will be used, among other things, as a basis for the determination of unauthorized contacts pursuant to Paragraph 9.50 herein.

ARTICLE 6
ESTABLISHING JOINT USE OF EXISTING POLES
INITIAL OR ADDITIONAL SPACE

6.10 Whenever either party desires to place any attachments or reserve space on any pole of the other for any attachments requiring space thereon which is not then specifically reserved hereunder for its use, such party shall make written proposal in accordance with the Operating Routine. The proposal when accepted in writing (or verbal notice as provided for in Article 22 herein) by the other party shall constitute a permit to use jointly the pole or poles covered thereby. The Owner shall promptly make any rearrangements of attachments or pole replacements necessary for the contemplated Joint Use in accordance with the Operating Routine and any costs incurred in connection therewith shall be borne as provided in Article 8.

6.20 Any Joint Use Pole up through 40 feet in height or any pole about to be so used under the provisions of this Agreement that is insufficient in height or strength for the existing attachments and/or for the proposed immediate additional attachments thereon, shall promptly be replaced by the owner of the pole with a pole of the necessary height and strength. The cost of such pole replacement shall be borne as stated in Article 8 Paragraph 8.10 (a).

6.30 On Joint Use Poles each party shall place, transfer and rearrange its own attachments, and place guys to sustain unbalanced loads due to its equipment. Both parties shall promptly proceed in accordance with the operating routine and any cost incurred in connection with establishing Joint Use of such poles shall be borne as provided in Article 8.

ARTICLE 7
ESTABLISHING JOINT USE OF NEW POLES

7.10 Each party shall keep the other party informed in writing as to its plans for the construction of new pole lines or the reconstruction of existing pole lines which may be used jointly and subject to Article 2 hereof, and shall offer the other party the Joint Use of such new poles. If the other party desires Joint Use of such poles, it shall make written proposal as provided in the Operating Routine. The proposal when accepted in writing (or verbal notice as provided for in article 22 herein) by the other party shall constitute a permit to use jointly the poles covered thereby. Both parties shall promptly proceed in accordance with the Operating Routine and any costs incurred in connection with establishing Joint Use of such poles shall be borne as provided in Article 8.

7.20 Each party shall, at its own expense, place its own attachments on the new Joint Use Poles, place guys and anchors to sustain unbalanced loads due to its attachments, and shall perform the work in such manner as not to interfere with the service of the other party. All work shall be performed in such time as not to delay service or improvements in service to customers or subscribers of the other party.

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7.30 In order to promote the ownership by each party of an approximate number of Joint Use Poles such as to encourage a minimum annual pole rental billing to the company that does not own its share of Joint Poles, the new poles may, if mutually agreeable, be erected and owned by the party paying the greater amount.

ARTICLE 8
JOINT USE COSTS

8.10 New Joint Use Poles.

The cost in place of Joint Use Poles coming under this Agreement, either in new pole lines, or in extensions of existing pole lines, or the replacement of existing poles, shall be borne by the parties as follows:

(a) The cost in place of a Standard Joint Use Pole shall be borne by the Owner.

(b) Where a pole taller than standard is required solely for the Owner's requirements, such pole shall be erected at the sole cost of the Owner. Where a pole larger than standard is required solely for the benefit of the Licensee, the Licensee shall reimburse the Owner for the excess height and sacrificed life of such pole over the cost of a standard pole.

(c) Excess height or strength which must be legally provided for police and fire signal alarm attachments of a municipality or other legal political subdivision shall be shared equally by the parties to this Agreement. Such entities will not be charged an attachment fee by either party.

(d) (1) Authority and responsibility for permitting the placing of electric supply or other attachments which properly take a position in the space reserved for the facilities of the Electric Company as specified in Paragraph 1.30 (a), shall rest solely with the Electric Company. For such attachments the Electric Company may issue licenses in its own name and credit and retain thereunder such rental fees as it sees fit.

(d) (2) Except as set forth in Paragraph 8.10(d)(3), below authority and responsibility for permitting the placing of attachments of a provider of telecommunications services or a cable television system or other attachments which properly take a position in the space reserved for the facilities of the Telephone Company as specified in Paragraph 1.30 (a), shall rest solely with the Telephone Company. For such attachments, the Telephone Company may issue a license in its own name and credit and retain thereunder such rental fees as it sees fit.

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8.10 (d) (3) The Electric Company shall be responsible for any and all proceeds from, the attachment of cable television systems which, as of this Agreement, exist in space reserved for the Telephone Company under Paragraph 1.30(a) and for which the Electric Company has responsibility under Addendum 937-217-901-OB, attached hereto as Exhibit A. (Such attachments shall be treated as attachments of the Electric Company under Paragraph 8.10(d)(1). As to poles which Addendum Attachments exists, the Electric Company shall, without cost to the Telephone Company, when required by the Telephone Company for its use, cause such modifications to such poles as are necessary to provide the Telephone Company with the space reserved for the Telephone Company under Paragraph 1.30(a).

(d) (4) Authority and responsibility for permitting any third party attachments on a pole outside of the spaces reserved for the parties under paragraph 1.30 (a) shall rest solely with the Company owning the pole.

(e) The Electric Company will place, replace and own all poles 55 feet or taller. Sacrificed life shall apply to these poles and the Telephone Company shall retain ownership of the old pole.

(f) When it is mutually agreed the Electric Company will replace or set a pole for the Telephone Company the cost of such pole work will be covered in the Administrative and Operating Routine.

8.20 Each party shall assume its own transfer costs.

8.30 Whenever Joint Use is granted to the Licensee, on an existing non-Joint Use Pole, and such space can be provided by rearrangement of the Owner's attachments, the cost of such rearrangements shall be borne by the Licensee.

8.40 Whenever either party requests space for its attachments on an existing Joint Use Pole in space not allocated to it and such space can be made available by rearrangement of the attachments of the other party, such other party shall make such rearrangements to minimize the premature replacement of poles, the cost of such rearrangement shall be borne by the party making request.

8.50 When any mutual rearrangement is required to conform with the specifications outlined in Paragraph 3.10, each party shall be responsible for any cost to rearrange its facilities.

8.60 Normally each party will place separate anchors, however, when conditions prevent each party from placing separate anchors and if mutually agreeable, an anchor suitable for Joint Use (1-Anchor, up to: double thimble eye, total maximum load 20,000# in average soil) shall be placed or replaced by the Owner of the pole. If the anchor is a replacement in an existing line the cost shall be paid by the requesting party. If an anchor is required due to new construction the cost shall be shared by both parties. In all cases the anchor shall remain the property of the installer.

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8.70 If the division of costs relating to a particular case of Joint Use in accordance with the provisions of this Agreement will result in inequities or otherwise make Joint Use unattractive to one of the parties, the parties shall establish arrangements, including a special division of costs relating to Joint Use in such situations, which shall be approved in writing by the Joint Use Committee established pursuant to Article 23.

8.80 If the Owner suffers a loss of remaining pole life due to premature replacement of existing poles with other poles suitable for Joint Use at the Licensee's request, the Owner shall be reimbursed for such excess loss in the manner set forth in the Operating Routine.

ARTICLE 9
RENTALS

9.10 For the purpose of computation of rentals, any space occupied by, or reserved for, the attachments of the Licensee on any Joint Use Pole during any portion of the twelve (12) month period ending December 31st in any calendar year shall be considered to have been occupied by the Licensee for the entire twelve (12) month period. A year for the purpose of this Agreement shall be defined as January 1st to December 31st.

9.20 The rentals payable shall be based upon a year end recapitulation to be submitted by each party hereto to the other on or before the 10th day of February of the following year, giving the number of poles of each party on which space was considered occupied by or reserved for the other party, during the twelve (12) month period ending December 31st of the rental year.

9.30 Every such recapitulation statement shall be deemed to be correct unless written notice of errors claimed to exist is given to the other party within sixty (60) days from the receipt of such statement. In case of a dispute concerning the accuracy of any such statement, a joint inspection of the pole or poles in dispute and associated records shall be made within a reasonable time thereafter, and such statement shall, if shown to be incorrect, be corrected accordingly.

9.40 It is recognized that a differential exists in usable pole space and facilities required by the Telephone Company and the Electric Company, and it is agreed that costs of providing joint facilities should be equitably apportioned to each party. Therefore, it is agreed that the following formulas shall be used to determine rentals to be paid by each company as follows:

(a) Average previous year's net embedded cost for all 35 and 40 foot Electric Company distribution poles, exclusive of all other attachments (*), times the Electric Company annual carrying charge percentage (*), times the percentage of Telephone Company usable space, will be the Annual Pole Rental Rate that the Telephone Company will pay for contacting an Electric Company pole.

(b) Average previous year's net embedded cost for all 35 and 40 foot Telephone Company poles, exclusive of all other attachments (*), times the Telephone Company annual carrying charge percentage (*), times the percentage of Electric Company usable space, will be the Annual Pole Rental Rate that the Electric Company will pay for contacting a Telephone Company pole.

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9.40 (c) Ratio of space is the identified portion of each party's usable space. It will be assumed that all Joint Use Poles are three-party poles with a non-usable space multiplication factor of 33% for the Telephone Company and 33% for the Electric Company. The ratio of space for each party is calculated as follows and is rounded to the nearest tenth:

Electric

$$\frac{8' + [\ 0.33 \times (40'-11')]}{40'} = \frac{17.6'}{40'} \times 100 = 43.9\%$$

Telephone

$$\frac{3' + [\ 0.33 \times (40'-11')]}{40'} = \frac{12.6'}{40'} \times 100 = 31.4\%$$

* Note: The FCC formula will be used to develop these figures. The Telephone Company will use the Federal Communications Commission's (FCC) Form M Data. The Electric Company will use the Federal Energy Regulatory Commission's (FERC) No. 1 Data. (Gross pole investment may be taken from each party's continuing property records.)

(d) The computations in (a) and (b) will be computed by May 31st each year to determine the Annual Pole Rental Rate for the previous year ending December 31st. Each party shall submit the calculation of the Annual Pole Rental Rate for its poles to the other party by June 30th of said year. Each party shall have thirty (30) days from receipt of the calculations of the other party's Annual Pole Rental Rate to dispute in writing any portion of the calculations, otherwise, the Annual Pole Rental Rate calculations shall be deemed final.

(e) In the event one party has not suffered a force majeure and has not supplied its Annual Pole Rental Rate calculation by June 30th the party who has submitted its Annual Pole Rental Rate may invoice the nonsubmitting party for the gross number of poles contacted. It will be the responsibility of the nonsubmitting party to invoice it's cost of gross pole contacts. The provision 9.40 (d) above grants thirty days to dispute in writing any portion of the calculations and continues to apply to all submissions of data regardless of the timing of the submission.

(f) All payments not received within sixty (60) days of the invoice issue date will be subjected to a monthly charge of 1.5% on any unpaid balance.

(g) The net amount to be paid for the total number of joint use poles as specified in section (d), shall be combined, and the company to which a net payment is to be made shall issue an invoice for the net amount.

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9.50 When any unauthorized contact is found after the survey described in Article 5.30 has been completed and verified, the Licensee shall pay the Owner for each unauthorized contact a charge based on three times the current rental rate per pole per year starting from the date the attachment was made. If the Licensee is unable to document the date of attachment, the parties mutually agree the period shall be fixed at the lesser of three years, or the date of this Agreement. All unauthorized contacts shall carry a minimum one year penalty. If the only attachment on a pole is unused hardware, it shall not be considered a rental attachment; however, provisions will be made to have such hardware promptly removed. If such hardware is not removed within thirty (30) days after formal notification, the current annual rental will apply. If it is determined that a suspected unauthorized attachment is not an attachment of the Licensee, the Owner shall, within thirty (30) days of the presentation of an invoice therefore, pay to the Licensee the reasonable costs of Licensee's investigation of such suspected unauthorized attachment.

ARTICLE 10
MAINTENANCE AND REPLACEMENT OF POLES AND ATTACHMENTS

10.10 Except as otherwise provided in this Agreement, the Owner shall, at its own expense, place and maintain its Joint Use Poles and attachments in a safe and serviceable condition and in accordance with the specifications mentioned in Article 3, and shall place, replace, reinforce, or repair said poles or attachments as they become defective, or are not in conformance with Article 3.

10.20 Each party agrees to exercise care in the use of any Joint Poles, and to satisfy itself of their safe condition before performing any work thereon.

10.30 Any existing Joint Use construction or any Joint Use construction covered by previous agreements and brought under this Agreement in accordance with Paragraph 5.30 and Article 18 which does not conform to the specifications of this Agreement shall be brought into conformity therewith as follows:

(a) Both parties hereto shall exercise due diligence in bringing into conformity with Article 3, as occasion may arise, any existing Joint Use construction.

(b) When any of the existing Joint Use construction of either party is generally reconstructed or any changes are made in the arrangement or characteristics of their circuits or attachments, the new or changed parts shall be brought into conformity with Article 3.

10.40 When the Owner is replacing a Joint Use Pole carrying terminals of aerial cable, underground connections, or transformer equipment, the Licensee may require the Owner to place the new pole in the exact location of the existing pole. The Licensee shall so state this requirement in writing on the application, in accordance with the Administrative and Operating Routine.

(a) Neither party shall request the replacement of a pole in the same hole unless it is absolutely necessary, since additional expense may be involved in the field meet to set the new pole.

(b) If the Owner fails to place the pole as requested by the Licensee, the Owner, at its expense will move the pole to the location requested or reimburse Licensee for rearrangement cost.

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10.40 (c) When a Joint Use Pole is replaced because of the common requirements of both parties, the replacement costs shall be assumed solely by the Owner of the pole. If the Licensee has additional requirements these costs shall be allocated in conformity with the applicable portion of the Agreement.

10.50 Unless an emergency situation exists, the parties' crews shall not normally meet and work jointly at specific pole locations, but shall work independently. Each party is responsible for the placement of its own poles and equipment and for taking the necessary precautions for the performance of the work in a safe manner.

10.60 When replacing Joint Use Poles it shall be the responsibility of the owner to remove and retain or dispose of the pole; however, if mutually agreeable other arrangements may be made for removal and disposal of the pole.

(a) In the event the Licensee has not transferred its attachments within sixty (60) days after Owner's notice that the pole is clear, the Licensee will remove the pole and deliver such pole to the owner's pole yard. Ownership of the pole will remain with the original owner.

10.70 In emergency situations where the Licensee must replace the Owners pole, the Owner shall pay the Licensee for the total cost incurred in replacing the pole including the removal cost, if the Licensee removes the old pole. Ownership of the new pole will remain with the Owner The Licensee will transfer its own facilities at no cost to the owner.

ARTICLE 11
RIGHT-OF-WAY, GUYS, TREE TRIMMING

11.10 Each party shall be responsible for securing rights-of-way, anchor privileges, tree trimming and cutting rights, and guying privileges from property owners or from municipal, state, or governmental authorities for its own facilities.

11.20 No guarantee, oral or otherwise, is given by the Owner to the Licensee for permission from property owners, municipalities, or others, for the Joint Use of its poles and/or rights-of-way by the Licensee for the placing thereon of the Licensee's attachments or to trim or cut any trees. If objection by any third party is made thereto and the Licensee is unable to satisfactorily resolve the matter within a reasonable time, the Owner may at any time, upon ninety (90) days notice in writing to the Licensee, require the Licensee to remove its attachments from the poles involved. The Licensee shall, within ninety (90) days after receipt of such notice, remove its attachments, and/or the guys, anchors, guy stubs or brace poles and any other facilities at its own expense. Should the Licensee fail to so remove its attachments and/or the facilities within said time, the Owner may remove them, or make arrangements for the removal thereof, at the Licensee's expense without any liability for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on demand.

11.30 For new construction each party at its own cost, shall perform the necessary tree trimming to properly clear its own attachments. In certain specific situations, it may be mutually advantageous to jointly trim or remove trees. Where mutually advantageous and agreeable by written application, the cost of such activities shall be shared equally.

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11.40 Unless otherwise specifically agreed to in a particular instance, all guys, anchors, guy stubs or brace poles and ground-bracing shall be placed by and at the expense of the party whose attachments make such work necessary. Such facilities shall remain the sole property of the party placing them and shall not be considered a part of the supporting structure. Where the parties hereto so agree, the guys, anchors, guy stubs or brace poles of such party necessary on a joint pole may be combined, in accordance with Paragraph 8.70, to simplify the reinforcement construction on said pole.

ARTICLE 12
PROCEDURE WHEN FACILITIES ARE CHANGED

12.10 When either party desires to change its facilities on Joint Use Poles, the party desiring the change shall give written notice describing the contemplated change, a minimum of sixty (60) days is normally required. If the other party agrees to Joint Use with the changed circuits, then the Joint Use of such poles shall be continued with changes in construction as may be required to meet the terms of either party's specifications or any revision or modification of the changes involved. If the other party fails within thirty (30) working days from receipt of such notice to agree in writing to such change, then both parties shall cooperate in accordance with the following plan:

(a) The parties shall determine which circuits shall be removed from the Joint Use Poles involved, and the net cost of establishing in a new location such circuits or lines as may be necessary to furnish the same or equivalent business facilities that existed in the Joint Use referred to at the time the change was decided upon.

(b) The net cost of establishing the circuits in the new location shall be equitably apportioned between the parties; due consideration being given to age, condition, and ownership of existing facilities.

(c) Should special conditioning of the existing line be necessary to permit continued Joint Use, the party whose change in character of circuits that necessitated the special conditioning shall bear the costs of the changes.

12.20 Unless otherwise agreed by the parties, ownership of any new line constructed under the foregoing provisions in a new location shall vest in the party for whose use it was constructed. The net cost of establishing service in the new location shall be exclusive of any increased cost due to the substitution for the existing facilities of other facilities of a substantially new or improved type or of increased capacity, but shall include the cost of the new pole line, including rights-of-way, the cost of removing attachments from the old poles, and the cost of placing the attachments on the poles in the new location.

12.30 In the event the parties hereto cannot agree as to which party is to move its circuits or upon the division of costs to be incurred, then separation of lines shall be made as specified below.

(a) On any poles which are jointly used and are the property of the Telephone Company, the Electric Company shall remove its attachments at its sole cost and expense.

(b) On any poles which are jointly used and are the property of the Electric Company, the Telephone Company shall remove its attachments at its sole cost and expense.

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ARTICLE 13
TERMINATION OF JOINT USE CONTACTS

13.10 If the Owner at any time desires to discontinue using any Joint Use Pole, it shall give the Licensee notice in writing as stated in Article 8 of the Administrative Operating Routine to that effect prior to the date on which it intends to remove its attachments from such pole. After the Owner has removed all of its attachments from such pole, it shall so advise the Licensee in writing, and thereafter the Licensee shall save harmless, indemnify, and defend the Owner from all obligations, liability, damage, cost, expenses or charges arising out of, or occurring thereafter because of the presence or condition of such pole or any attachments or from Licensee's use of the pole or attachments.

13.20 If the License at any time desires to discontinue using any Joint Use Pole, it shall give the owner notice in writing as stated in the Administrative And Operating Routine to that effect prior to the date on which it intends to remove its attachments from such pole. Such pole shall cease to be a joint use pole on the date the License removes its attachments.

13.30 If both parties at the same time abandon any Joint Use Pole, each party shall, at its own expense, remove its attachments therefrom and the Owner shall thereupon remove the pole as agreed in Paragraph 10.60.

ARTICLE 14
DEFAULTS

14.10 If either party defaults in any of its obligations under this Agreement and such default continues for thirty (30) days after notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default in the granting of further Joint Use. If such default shall continue for a period of sixty (60) days after such suspension, the party not in default may terminate this Agreement.

14.20 Notwithstanding Paragraph 14.10, if either party shall be in default in the performance of any work which it is obligated to do under the terms of this agreement, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within thirty (45) days upon presentation of bills thereof, shall, at the election of the other party, constitute a default under Paragraph 14.10.

ARTICLE 15
WAIVER OF TERMS OR CONDITIONS

15.10 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 the same shall be and remain at all times in full force and effect.

ARTICLE 16
FRANCHISES AND ASSIGNMENTS OF RIGHTS

16.10 Each party shall act under its own franchise rights, and neither guarantees unto the other any rights as against any person, firm, corporation (public, quasi-public, or private), the state or the public.

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16.20 Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interest hereunder, or in any of the Joint Use Poles, or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without written consent of the other party. Nothing shall prevent or limit the right of either party, nor shall such written consent be required, to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation. In case of the foreclosure of such mortgage, or in case of such lease, transfer, merger or consolidation, its rights and obligations shall pass to and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee, or merging or consolidating company, as the case may be.

16.30 Subject to all of the terms and conditions of this Agreement, either party may permit any private corporation conducting a business of the same general character as that of such party, and owned, operated, leased or controlled by it, or associated or affiliated with it in interest, or connected with it, the use of all or part of the space reserved hereunder on any Joint Use Poles contemplated by this Agreement for the attachments of such party in the conduct of its said business.

16.40 Any attachments, except attachments of a municipality or other political subdivision, provided by assigned rights or privileges on the Joint Use Poles contemplated by this Agreement in accordance with Paragraph 8.10 (c) or licensed rights or privileges permitted by Paragraph 16.20, shall be treated in all respects, for the purpose of this Agreement, excepting only for the provisions of Article 20, as if they were the property of the party granting the rights or privileges, and the rights, obligations, and liabilities, excepting only for the provisions of Article 20, of such party under this Agreement in respect to such attachments shall be the same as if it were the actual owner.

ARTICLE 17
RIGHTS OF OTHER PARTIES

17.10 If, prior to bringing certain poles under the terms and conditions of this Agreement, either of the parties hereto has conferred upon any person, firm or corporation, not party to this Agreement, by contract or otherwise, rights or privileges to jointly use such poles, nothing herein contained shall be construed as affecting said rights or privileges; and said party shall have the right, by contract or otherwise, to continue and extend said existing rights or privileges, and collect and retain such rental fees as it sees fit.

17.20 Attachments of other parties, as referred to under this Article, shall at all times be in conformity with the terms and provisions of the specifications of Article 3.

ARTICLE 18
EXISTING CONTRACTS

18.10 Any agreements now existing between the parties hereto or their predecessors for the Joint Use of poles within their respective territories covered by this Agreement, are hereby canceled and terminated. The poles and attachments covered, or intended to be covered, by such agreements as are hereby terminated shall be brought under and covered by all the terms and conditions of this Agreement in all respects and for all purposes; provided, however, that any undischarged liability or any unsatisfied obligations incurred under such agreements shall not be affected by such termination.

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ARTICLE 19
TERM OF AGREEMENT

19.10 Notwithstanding the provisions of Article 14, this Agreement may be suspended by either party after the first day of January, 1998. One (1) year's notice of the intent to suspend is required. Despite any suspension this Agreement shall remain in full force and effect with respect to all Joint Use Poles by the parties at the time of such notice regarding suspension. This Agreement shall not be modified except by addendum executed by the Vice President, [redacted] and the Joint Use / Structural Leasing - Manager - Ameritech Ohio, or other persons having similar authority.

ARTICLE 20
LIABILITY AND DAMAGES

20.10 Each party agrees to indemnify, defend (by counsel selected by the indemnitee), and hold harmless the other from and against any and all actions or causes of action, claims, demands, liabilities, losses, costs, damages, or expenses of any kind whatsoever, including reasonable attorney's fees, with counsel selected by the indemnified party, in accordance with the provisions set forth below.

(a) Each party shall be liable for all injury or damage to person, business or property which is solely a result of that party's negligence or that party's breach of the duties created under Article 3, or any duty created by common law of any federal, state, local or administrative rule, ordinance, regulation, statue or constitutional provision.

(b) In the event that damage or injury arises out of the joint breach of duty by the parties, then each party shall be liable for any damage or injury to its respective property, business or employees and shall indemnify and hold the other party harmless therefrom.

To the extent that damages or injuries are incurred by third parties not party to this Agreement, the parties to this Agreement shall be liable to the extent said damages or injuries can be allocated to the conduct of each party. In the event that both parties are found to be jointly responsible for said damages or injuries and fault cannot be specifically allocated to either party, then the parties shall each pay one-half of the cost arising therefrom.

To the extent necessary to enforce this section, each party expressly agrees to waive its immunity under Ohio Rev. Code sec. 4123.74 and Section 35 Article II, Ohio Constitution to the extent that such immunity would interfere with that party's obligations under this section. It is expressly agreed that such waiver should be narrowly construed to apply solely to the applicable party for the sole purpose of being indemnified and shall not be construed as waiving the other party's' immunity from suits brought by its employees, their heirs and/or assigns.

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ARTICLE 21
PAYMENT OF TAXES

21.10 Each party shall pay all taxes and assessments lawfully levied on its own property on Joint Use Poles. The taxes and the assessments which are levied on Joint Use Poles shall be paid by the Owner thereof, except that any tax, fee or charge levied on Owner's poles solely because of use by the Licensee, shall be paid by the Licensee.

ARTICLE 22
NOTICES

22.10 Notifications, applications and similar items contemplated hereunder shall be executed in writing within the time limits specified. However, such transactions may be verbal in cases requiring prompt action, provided that such verbal transaction shall also be confirmed in writing as stated in the Administrative and Operating Routine. All of the above items shall be considered effective on the date received.

22.20 Notifications, proposals, and similar items shall be sent to persons and addresses designated from time to time in the Administrative and Operating Routine.

ARTICLE 23
COMMITTEE

23.10 A Joint Use Committee composed of an equal number of representatives of each party shall be established. The principal or lead representative for the Electric Company will be the Joint Use Coordinator [redacted] and for the Telephone Company, the Coordinator - Joint Use. Each party shall keep the other advised as to its current representative. It is expected that this Committee shall be responsible for:

(a) Publishing and distributing this Agreement, developing and revising the Administrative and Operating Routine, developing average pole cost, annual carrying charge rate, schedule, addendum, exhibits or attachments.

(b) Reviewing the terms and conditions of this Agreement and Administrative and Operating Routine.

(c) Resolving problems which may come under dispute regarding Joint Use of structures, when agreement cannot be reached by the local engineering groups.

(d) Permitting each company's representative and/or auditors the right at any time during normal business hours, on reasonable written notice, to examine the records and books related to this Agreement, and enter upon the properties of each company for the purpose of performing an audit.

ARTICLE 24
INSURANCE

24.10 Both parties agree to obtain and maintain at all times, policies of insurance covering:

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24.10 (a) Comprehensive General Liability Insurance including contractual liability to cover the liability under this Agreement, and if any work is to be performed by a subcontractor, Contractor's protective liability with minimum limits of $1,000,000 per occurrence, combined single limit, for bodily injury and property damage.

(b) Comprehensive Automobile Liability Insurance covering all automobile equipment to be used in connection with the work to be performed under the Agreement, including non-ownership and hired car endorsements, with minimum limits of $500,000 per occurrence, combined single limit, for bodily injury and property damage.

(c) A Certificate of Premium Payment or written evidence thereof, or a Certificate of Employer's Right to Pay Compensation Direct, issued by the Industrial Commission and Bureau of Workers' Compensation, showing coverage under Ohio Workers' Compensation Law for the current period.

24.20 The other party shall be included as an additional insured under Paragraph (a) above, it being understood that said policy shall provide primary insurance to Licensor for liability arising out of the work to be performed under the Agreement.

24.30 Notwithstanding the foregoing, either party may self insure such risks if so elected. Upon request each party shall furnish evidence of the foregoing coverage.

ARTICLE 25
AFFIRMATIVE ACTION

25.10 Where required, the following affirmative action clauses are incorporated herein by reference: The Equal Employment Opportunity Clause in CFR 52.222-26, the Handicapped Clause in 48 CFR 52.222-36, the Disabled Veterans Of The Vietnam Era in 48 CFR 52.222-35, and the Alternate I Clause Utilization Of Small Business and Small Disadvantaged Business contained in 48 CFR 52.219-9.

ARTICLE 26
ASSIGNMENT

26.10 This Agreement shall be binding upon and inure to benefit of the parties hereof, their successors or assigns, but neither party shall assign to any other person or association not affiliated with said party.

ARTICLE 27
AMBIGUITIES

27.10 This Agreement is the joint work product of representatives of both parties. Accordingly, in the event of any ambiguities or conflicts, no inferences or presumptions shall be drawn against or in favor of either party.

ARTICLE 28
UNENFORCEABLE PROVISION

28.10 If a provision of this Agreement is determined to be illegal or unenforceable, then this Agreement, as appropriate, remains in effect and such provision is deemed to be deleted.

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ARTICLE 29
FAILURE TO ENFORCE

29.10 The failure of either party to insist or enforce in any instance strict performance of any of the terms of this Agreement, or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on a future occasion.

ARTICLE 30
GOVERNING LAW

30.10 This Agreement shall be governed by, subject to, and interpreted in all respects in accordance with the laws of the State of Ohio.

Any proceeding or action brought as a result of or arising under this Agreement shall be brought and maintained in an appropriate forum in the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officers thereunto duly authorized, on the day and year entered on page one of this Agreement.

ATTEST

BY: [redacted]

TITLE: [redacted]

BY: [redacted]

TITLE: [redacted]

DATE: 7-19-96

ATTEST

BY: Denise Kleinsorge

TITLE: Manager

THE OHIO BELL TELEPHONE COMPANY

BY: Tamat Bell

TITLE: Regional Manager, Joint Use

DATE: 8-26-96

GS-7.3 (Confidential

1.00 GENERAL

1.01 This addendum supplements Section 937-217-901 OB, Issue B, January, 1952. It is issued to change Paragraph 15.22 of the Joint Pole Agreement. (Franchises and Assignment of Rights)

1.02 A notation "See Addendum" should be entered in the related section at the heading affected by this addendum.

15.00 General Joint Pole Agreement between [redacted]
and The Ohio Bell Telephone Company
Franchises and Assignments of Rights

Replace the entire Paragraph 15.22 with the following:

15.22 Authority and responsibility for permitting the placing of Telephone, Telegraph or other similar attachments which properly take a position in the space reserved for facilities of the Telephone Company, shall rest solely with the Company owning the poles. For such attachments, the Company owning the poles may issue a license in its own name and credit and retain thereunder such rental fee as it sees fit.

Pursuant with the provision of Paragraph 0.401, this addendum will be attached to and become a part of the General Joint Pole Agreement when signed by an authorized representative of both companies.

[redacted]

BY [redacted]

TITLE [redacted]

DATE December 14, 1976

THE OHIO BELL TELEPHONE COMPANY

BY [signature]

TITLE Vice President-
Customer Services Staff

DATE 1-14-77

EXHIBIT A

1.00 GENERAL

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15.00 General Joint Pole Agreement between [redacted] and The Ohio Bell Telephone Company
Franchises and Assignments of Rights

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Pursuant with the provision of Paragraph 0.401, this addendum will be attached to and become a part of the General Joint Pole Agreement when signed by an authorized representative of both companies.

[redacted]

BY [redacted]

TITLE [redacted]

DATE December 14, 1976

THE OHIO BELL TELEPHONE COMPANY

BY [signature]

TITLE Vice President-
Customer Services Staff

DATE 1-14-77

EXHIBIT A

GS-7.4 (Confidential

JUN-5 5

AGREEMENT SUPPLEMENT

This Agreement Supplement made and entered into this 31st day of January, 1949, by and between [redacted], and The Ohio Bell Telephone Company, a corporation organized and existing under and by virtue of the law of the State of Ohio, Hereinafter called the Telephone Company.

WITNESSETH:

WHEREAS, there now exist two joint pole agreements, dated December 10, 1923, [redacted], and the Telephone Company, which are identical in all respects except that one agreement covers the City [redacted], State of Ohio, including the territory adjacent to the City [redacted], and the other covers the [redacted], State of Ohio, and the territory adjacent to it, and

WHEREAS, the joint pole agreements of 1923 are ambiguous and somewhat indefinite and should be brought up to date, and

WHEREAS, the two companies to these agreements have from time to time supplemented them by various correspondence and verbal agreements in conformity with current requirements, and advancements in the art, and

WHEREAS, the Electric and Telephone Companies now operate in territories beyond the scope of the 1923 agreements, it is,

therefore, desirable to increase the scope of these agreements to include such territories, and

WHEREAS, the two joint pole agreements of 1923 are in effect identical except for the territories that each covers, and it is undesirable to keep both in existence.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

That the agreement dated December 10, 1923, the scope of which is limited to t[redacted] State of Ohio, and the territory adjacent to it, be cancelled and is hereby declared to be null and void.

That the agreement dated December 10, 1923, the scope of which is limited to the [redacted] State of Ohio, and the territory adjacent to it, remain in full force and effect with the following additions, corrections and supplements:

The preamble of the 1923 Agreement is hereby amended as follows:

This Agreement shall be between [redacted], and The Ohio Bell Telephone Company, a corporation organized and existing under and by virtue of the law of the State of Ohio, having its principal office in Dayton, Ohio,

OPERATING ROUTINE

Since the Agreement of 1923 and this Supplement Agreement merely state definitions and general principles, an Operating Routine shall be jointly prepared by the parties hereto consisting of instructions for administering the joint pole Agreement of 1923 and this Supplement. This Operating Routine shall be approved by the General Plant Manager of the Telephone Company and the Manager of Electric Distribution of the Electric Company. This Operating Routine shall be based on the 1923 Agreement and this Supplement and shall give the detailed methods and procedures which will be followed in establishing, maintaining and discontinuing the joint use of poles. This Operating Routine may be changed at any time upon the approval of the General Plant Manager of the Telephone Company and the Manager of Electric Distribution of the Electric Company, providing such changes do not conflict with the general principles of the 1923 Agreement and/or this Supplement.

ARTICLE I
DEFINITIONS

For the purpose of interpreting this Agreement Supplement it is necessary to revise and add to the definitions included in the 1923 Agreement, as supplemented by this agreement, retaining, however, the fundamentals of the 1923 Agreement, particularly those defining the height of a Standard Joint Pole. For simplification all definitions are included in this Agreement Supplement. Article I of the 1923 agreement is hereby declared null and void and is superseded by the following.

ARTICLE I
DEFINITIONS

(a) JOINT USE is the simultaneous use of any pole for the attachments of both parties, provided, however, if either party desires to attach wires or cables to poles of the other party for the sole purpose of providing standard clearance, as referred to in paragraph (f) of Article I, those poles shall not be considered to be jointly used under the terms and conditions of this agreement. Such clearance attachments shall be placed and maintained in accordance with the specifications referred to in Article IV, and no periodic rental or rentals shall be paid to the Owner by the company making such attachments.

(b) JOINT POLE is a pole occupied simultaneously by the attachments of both parties or upon which space is provided under this agreement for the attachments of both parties, whether or not such space is actually occupied by attachments.

(c) ELECTRIC ATTACHMENTS are attachments of any electric equipment, wires, cable and/or supports to a telephone pole.

(d) TELEPHONE ATTACHMENTS are attachments of any telephone equipment, wires, cables and/or supports to an electric pole.

(e) RENTAL ATTACHMENTS are attachments by one party on the other party's poles under circumstances other than those previously described or clearance contacts.

(f) CLEARANCE ATTACHMENTS are attachments, usually at crossings, placed by one party on the other party's poles primarily for the purpose of obtaining standard clearance between the

plants of the two companies, such as wires, guys, cables, suspension strands, transformers, poles, etc.

Such attachments shall be considered as "Clearance Attachments", as defined above, only when it would be unnecessary for the party making such attachments to place poles in lieu of the poles contacted by such "Clearance Attachments", if the Owner's plant did not exist at that point.

(g) ATTACHMENTS are any material or apparatus now or hereafter attached to a joint pole by the parties hereto.

(h) STANDARD JOINT POLES are normally 35 foot, Class 5, wood poles. However, if both parties are agreeable, in any particular situation, to a shorter and/or lighter pole, such shorter and/or lighter pole shall be considered as a standard pole under this agreement.

(i) STANDARD SPACE is the following described space on a standard joint pole for the exclusive use of each party hereto, respectively:

For the Electric Company the uppermost four (4) feet and ten (10) inches.

For the Telephone Company, a space of three (3) feet at a sufficient distance below the space of the Electric Company to provide at all times the minimum clearance required by the Specifications referred to in Article IV, and at a sufficient height above ground to provide the proper vertical clearance for the lowest horizontal run line wires or cables attached in such space.

Where mutually agreeable, the parties hereto shall cooperate in allocating the available space on new or existing poles in accordance with the requirements of each party in order

to avoid the use of excess height poles or the replacement of existing poles.

The space below the Telephone Company's space may be used where mutually agreed upon for such attachments of either party that do not conflict with the specifications referred to in Article IV, and providing that this does not make necessary increasing the height of the pole.

(j) SERVICES for the Electric Company are two (2) or three (3) conductors of not over five hundred (500) volts between conductors; for the Telephone Company are two (2) or three (3) conductor twist or parallel paired conductors.

(k) SERVICE DROP is the last span of the service extending from the last pole to the customer's or subscriber's dwelling or commercial establishment.

(l) TRANSFERRING is the moving of attachments from one pole and placing them upon another at or near the same location in the same public thoroughfare or easement.

(m) REARRANGING is the moving, relocating or otherwise reconstructing of attachments on a joint pole, and/or the moving or relocating of an existing jointly used pole.

(n) OWNER is the party owning a pole at the time such pole is brought under the terms of this agreement.

(o) LICENSEE is the party having the right under this agreement to make attachments to a pole of which the other party is the owner.

(p) RESERVED SPACE as applied to space on a pole, is that space provided and maintained by the Owner, either for its own use, or expressly for the licensee's use at the licensee's

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request.

(q) JOINT CONSTRUCTION AND JOINT USE PROPOSAL is a form used by one company to request permission to make attachments on poles of the other company; or to request that the other company perform certain work operations; or to indicate to the other company certain proposed work with a view of determining whether or not the other company will require joint use of such proposed construction.

(r) RECAPITULATION SUMMARY is a statement prepared monthly, showing the total number of poles owned by the company originating the summary for which rental payments are to be made at the end of the billing year (see Article XI, (j),) by the Licensee. Completed "Joint Construction and Joint Use Proposals", together with the number of poles to be added and discontinued on a rental basis, shall be listed on these recapitulations. The recapitulation summary prepared for the month of October is designated as the Annual Recapitulation Summary.

ARTICLE II
SCOPE OF AGREEMENT

Article II of the 1923 Agreement is hereby amended to include all of the territory in the State of Ohio in which both parties to this agreement now operate or may hereafter operate and shall cover all wood poles of each of the parties now existing or hereafter erected or acquired in the above territory when such poles are brought hereunder in accordance with the procedure hereinafter provided.

ARTICLE IV
SPECIFICATIONS

Article IV of the 1923 Agreement is hereby declared null and void and is superseded by the following:

ARTICLE IV
SPECIFICATIONS

(a) The joint use of the poles covered by this agreement shall at all times be in conformity with the terms and provisions of Administrative Order No. 72, Public Utilities Commission of Ohio, except that such requirements, ordinances and lawful rulings of public authorities of any territory covered by this agreement, as are in excess of the specifications referred to above, shall govern as nearly as practicable such joint use.

(b) The lowest permanent pole step on any pole covered by this agreement shall be placed at a height of not less than six and one-half feet (6 1/2') from the ground.

ARTICLE V
ESTABLISHMENT OF JOINT USE OF EXISTING POLES

Article V of the 1923 Agreement is inconsistent with current general practice and is hereby declared null and void and is superseded by the following:

ARTICLE V
ESTABLISHMENT OF JOINT USE OF EXISTING POLES

Whenever the Licensee desires to place any attachments or reserve space on any pole or poles of the Owner for any attachments requiring space thereon not then specifically reserved hereunder for the use of the Licensee, the Licensee shall make a written proposal therefore in accordance with the Operating Routine. Such a proposal shall be accepted or rejected by the Owner within ten (10) days after the receipt thereof, and when so accepted in writing by the Owner shall constitute a permit to use jointly the poles covered thereby. The Owner shall promptly make any rearrangements or pole replacements necessary for the contemplated joint use in accordance with Operating Routine, and any costs incurred in

connection therewith shall be borne as provided in Article XI.

ARTICLE VI
ESTABLISHMENT OF JOINT USE OF NEW POLES OR POLES TO BE REPLACED

Article VI of the 1923 Agreement is inconsistent with current general practice and is hereby declared null and void and is superseded by the following:

ARTICLE VI
ESTABLISHMENT OF JOINT USE OF NEW POLES OR POLES TO BE REPLACED

(a) Whenever either party hereto is about to erect a new pole or new poles within the territory covered by this agreement, including the reconstruction of an existing pole line in whole or in part, and if the poles so to be erected are not to be excluded from joint use under the provisions of Article III, such party shall give written notice to that effect to the other party at least thirty (30) days before beginning the work of erecting such new poles (shorter notice, including verbal notice subsequently confirmed in writing, may be given in cases of emergency) and shall submit with such notice its plans showing the proposed locations and character of the new poles, the character of the circuits to be used, and any unusual space requirements on specific poles that it requires for its own use. The other party shall, within fifteen (15) days after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not desire space on the said poles, the character of the circuits it desires to use, and the amount of space it wishes to reserve on each pole. If such other party requests space on the new poles, its written answer shall include any unusual structural requirements on specific poles. If the character and number of circuits and attachments of such other party are such that the party giving the

notice does not wish to exclude the poles from joint use under the provisions of Article III, said plans shall be so modified as to provide for the requirements so requested, and the pole line shall thereupon be erected in accordance with said modified plans.

If a party fails to erect such a pole or poles in accordance with the plan agreed to in writing, it will be the responsibility of that party, at its own expense, to rectify the error either to the satisfaction of both parties or in accordance with the plan originally agreed to in writing.

If, through an oversight, a party about to erect a pole or poles fails to notify the other party of such proposed erection, it will be the respensibility of that party, at its own expense, to rectify any hardship caused to the other party by such failure to notify the other party.

(b) In any case where the parties hereto shall conclude arrangements for the joint use hereunder of any new poles to be erected, the ownership of such poles shall be determined by mutual agreement, due regard being given to the desirability of avoiding mixing ownership in any given line. In the event of disagreement as to ownership, the party then owning the smaller number of joint poles under this agreement shall erect the new joint poles and be the owner thereof.

(c) The costs of erecting poles to be jointly used under this Article shall be borne by the parties to this agreement in accordance with the principles set forth in paragraph (c) of Article XI.

ARTICLE VIII
ACKNOWLEDGEMENT OF JOINT USE

Article VIII is hereby amended to the effect that joint identification is unnecessary and a pole need only be suitably

identified by the Owner of the pole.

ARTICLE X
MAINTENANCE OF POLES AND ATTACHMENTS

Article X of the 1923 Agreement is inconsistent with current general practice and is hereby declared null and void and is superseded by the following:

ARTICLE X
MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall at its own expense maintain and repair its poles, jointly used, at all times in a safe and serviceable condition and in accordance with the specifications referred to in Article IV and shall replace or relocate its poles in accordance with the provisions of Article V and VI herein.

(b) Each of the parties hereto shall at its own expense at all times maintain all of its attachments on the jointly used poles in accordance with the specifications referred to in Article IV (except that telephone cables now existing may continue to occupy the street side of the pole) and shall keep them in safe condition and in thorough and complete repair.

(c) Each party agrees to exercise due precaution in the use of any jointly used poles, and to satisfy itself of their safe condition before performing any work thereon, and if the pole is unsafe or unsound, and/or the equipment supported on said pole is not in accordance with the specifications, it shall take proper steps to correct said unsafe and unsound condition, or notify the other party hereto if such condition is caused by the other party.

(d) Any existing joint use construction of the parties hereto which does not conform to the specifications referred to in Article IV shall be brought into conformity therewith as follows,

(except that telephone cables now existing may continue to occupy the street side of the pole),:

(1) Both parties hereto shall exercise due diligence in bringing into conformity with the specifications referred to in Article IV, as occasion may arise, any existing joint use construction.

(2) When any of the existing joint use construction of either party is generally reconstructed, or any changes are made in the arrangement or characteristics of their circuits or attachments, the new or changed parts shall be brought into conformity with the specifications referred to in Article IV.

(3) When such existing joint use construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in paragraphs (a) and (b) of this Article. The cost of bringing such existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner specified in this Article and in Article XI.

ARTICLE XI
RELOCATING POLES

Article XI of the 1923 Agreement is inconsistent with current general practice and is hereby declared null and void and is superseded by the following:

ARTICLE XI
ERECTING, REPLACING OR RELOCATING POLES

(a) Whenever any jointly used pole, or any pole about to be used under the provisions of this agreement, is insufficient in size or strength for the existing attachments and for the proposed immediate additional attachments thereon, the Owner shall promptly

replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included as the conditions may require, provided, however, that each party to this agreement shall transfer its existing attachments to the new pole at its own expense.

(b) Whenever it is necessary to change the location of a jointly used pole, by reason of any State, Municipal or other governmental requirements, or the requirement of a property owner, the Owner shall, before making such change in location, give notice thereof in writing to the Licensee, specifying in such notice the approximate time of such proposed relocation, and the Licensee shall, at its own expense, coordinate its work with that of the Owner in transferring its attachments to the pole at the new location

(c) The costs of erecting new joint poles coming under this agreement, either as new pole lines, as extensions of existing pole lines, or to replace existing poles, shall be borne by the parties to this agreement as follows:

(1) A standard joint pole, or a pole to be used jointly that is shorter than the standard, shall be erected at the sole expense of the Owner.

(2) A pole taller and/or stronger than the standard, the extra height and/or strength of which is due wholly to the Owner's requirements, shall be erected at the sole expense of the Owner.

(3) In the case of a pole taller and/or stronger than the standard, the extra height and/or strength of which is due wholly to the Licensee's requirements, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard joint pole; the

remaining cost of erecting such pole to be borne by the Owner.

(4) In the case of a pole taller and/or stronger than the standard, the extra height and/or strength of which is due to the requirements of both parties, the Licensee shall pay to the Owner a sum equal to one-half (1/2) the difference between the cost in place of such pole and the cost in place of a standard joint pole, the remaining cost of erecting such pole to be borne by the Owner.

(5) In the case of a pole taller and/or stronger than the standard, where a height and/or strength, in addition to that needed by either or both of the parties hereto, is necessary in order to meet the requirements of public authority or of property owners (other than requirements with regard to keeping the wires of one party clear of trees), one-half (1/2) of the excess cost of such pole due to such requirements shall be borne by the Licensee; the remaining cost of such pole to be borne as provided in that one of the proceding paragraphs, viz., 1, 2, 3 or 4, within which it would otherwise properly fall.

(d) In any case where a pole is erected hereunder to replace another pole solely because such other pole is not tall and/or strong enough to provide adequately for the Licensee's requirements, and where such other pole, whether it carries space reserved for the Licensee's use or not, had at the time of its erection been pronounced by the Licensee as satisfactory and adequate for its requirements, if any, or when such other pole had been erected previously to the date of this agreement, the Licensee shall, upon erection of the new pole, pay to the Owner, in addition to any amounts payable under divisions 3, 4 and/or 5 of paragraph (c) of

this Article, a sum equal to the then value in place of the pole which is replaced.

(e) Any payment made by the Licensee under the foregoing provisions of this Article for poles taller and/or stronger than the standard are in lieu of increased rentals and do not in any way affect the ownership of said poles.

(f) Unless otherwise specifically agreed to for a particular case, all guys and ground bracing shall be placed by and at the expense of the party whose attachments made such work necessary, and such guys, anchors and brace poles shall remain the sole property of the party placing them and shall not be considered a part of the supporting structure.

Whenever a payment is made by either company for jointly used anchors (where it is impossible, because of right of way conditions, to follow the normal procedure of installing separate anchors), such payment shall be in lieu of a rental for such anchors and shall not affect the ownership of such anchors, which, in all cases, shall belong to the Owner of the pole.

Whenever a ground wire is used jointly by both parties, such ground wire shall be installed by or at the expense of, and shall be the property of, the Owner of the pole.

(g) When replacing a jointly used pole carrying terminals of aerial cable, underground connections or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless, in order to meet special preponderating conditions, it is necessary or desirable to set it in a different location, agreeable to both parties hereto.

(h) It is hereby mutually agreed between the two parties

to this agreement that in lieu of the payments under the 1923 Agreement the Licensee shall pay for the use of each pole any portion of which is occupied by, or specifically reserved by the Licensee, a fee of two dollars ($2.00) per annum.

No rental shall be paid for the use of any pole where such use consists only of attaching thereto "Clearance Attachments", as defined under Article I.

(i) Any proposed pole, covered by a mutually approved proposal, prepared and exchanged in accordance with the Operating Routine, which has sufficient height or strength at the specific request of the applicant to permit joint use, but the height or strength of which is in excess of the Owner's requirements, shall be included in at least three (3) annual Recapitulation Summaries. If not occupied by the Licensee after having been included in the third such annual Recapitulation Summary, the pole shall be excluded from future summaries at the request of the Licensee. Subsequent joint use of the poles which have been so excluded shall be re-established in accordance with Article V.

(j) Payments of rental fees under this agreement shall be made annually on or before February 1st in each year during the continuance of this agreement. Such payments shall be based on the number of poles used on a rental basis, as defined in paragraph (h) above, which were existing on the 31st day of October of the preceding year.

Each party shall submit to the other party on or before the 15th day of November in each year a written statement, as of the 31st day of October in each year, giving the number of the poles of each party on which space was occupied by, or reserved for,

the attachments of the other party, and each such statement shall be used as the basis of the rental fees for the year for which such statement is submitted, as hereinafter provided.

(k) Every such statement shall be deemed to be correct unless written notice of errors claimed to exist therein shall be given within thirty (30) days from the receipt of such statement to the party submitting the statement by the party to which the statement was submitted. In cases of dispute concerning the correctness of any such statement, a joint inspection of the pole or poles in dispute shall thereupon be made; such inspection to be begun within ten (10) days after the receipt of the notice of errors claimed to exist therein shall have been given as aforesaid, and to be completed within a reasonable time thereafter. A written report of such inspection, signed by the inspectors of both parties, shall be made and upon the approval of such report by the officers of both parties such statement shall, if shown incorrect, be corrected accordingly.

It is further agreed that after the date of this Agreement Supplement all future jointly used poles shall be placed on a flat rental per pole basis in accordance with the terms of this Supplement. And, further, it is hereby agreed by the parties hereto that all existing jointly used poles shall be placed on a flat rental basis as soon as is reasonably possible by having one party purchase the other party's interest therein, keeping in mind that each party hereto shall own approximately one-half (1/2) the total number of poles jointly used on a rental basis. Such purchases shall be covered by proper bills of sale, in which Grantor shall convey to Grantee all its rights, title and interest in, and to, such pole or poles, free and clear from all incumbrances whatsoever.

ARTICLE XII
TERMINATION OF THE JOINT USE OF A POLE

Article XII of the 1923 Agreement is inconsistent with current general practice and is hereby declared null and void and is superseded by the following:

ARTICLE XII
ABANDONMENT OF JOINTLY USED POLES

(a) If the Owner desires at any time to abandon any jointly used pole, either by the replacement of such pole, or by the complete removal of its facilities from such location, it shall give the Licensee notice in writing to that effect prior to the date on which it intends to abandon such pole. After the Owner has removed all of its attachments from such pole, it shall give the Licensee written notice to that effect.

Unless the Licensee shall have notified the Owner in writing, on or before the expiration of seventy (70) days after such notice of the removal of the Owner's attachments referred to above, to the effect that it has removed its attachments from the Owner's poles, such pole shall therupon become the property of the Licensee, and the Licensee shall save harmless the former Owner of such pole from all obligations, liability, damage, cost, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole, or of any attachments thereon which are property of the Licensee. In addition, Licnesee shall pay to the Owner a sum equal to the then value in place of such abandoned pole, or such other equitable sum as may be agreed upon between the parties and thereupon such old pole shall, by force of this agreement, become the property of the Licensee without further action on the part of the two companies.

(b) In any case where the Owner has notified the Licensee by a mutually approved proposal that the Owner plans to abandon the use of a pole and the Licensee has agreed to purchase the same and continue using it, such old pole shall thereupon by force of this agreement become the property of the Licensee without further action on the part of the two companies as soon as the Owner has removed its attachments, provided that the notice mentioned in (a) above shall have been duly made.

The original Owner thereafter shall be freed of any obligation or liabilities arising out of the presence or condition of such old pole or of any attachments thereon which are the property of the Licensee. The Licensee shall pay to the Owner a sum equal to the then value in place of such pole, or such other equitable sum as may be agreed upon between the parties.

(c) If both parties at the same time abandon any jointly used pole, each party shall at its own expense remove its attachments therefrom and the Owner shall thereupon remove the pole.

(d) The Licensee may at any time abandon the use of a joint pole by removing therefrom all of its attachments and giving ten (10) days notice in writing thereof to the Owner, subject however to the limitations of paragraph (1) of Article XI.

ARTICLE XVIII
ASSIGNMENT OF RIGHTS

Article XVIII of the 1923 Agreement is inconsistent with current general practice and is hereby declared null and void and is superseded by the following:

ARTICLE XVIII
ASSIGNMENT OF RIGHTS

(a) Authority and responsibility for permitting the

placing of electric supply or other similar attachments which properly take a position in the space reserved for the facilities of the Electric Company shall rest solely with the Electric Company. For such attachments the Electric Company may issue licenses in its own name and credit and retain thereunder such rental fee as it sees fit.

(b) Authority and responsibility for permitting the placing of Telephone, Telegraph or other similar attachments which properly take a position in the space reserved for the facilities of the Telephone Company shall rest solely with the Telephone Company. For such attachments the Telephone Company may issue licenses in its own name and credit and retain thereunder such rental fee as it sees fit.

(c) Subject to all the terms and conditions of this agreement, either party may permit any private corporation conducting a business of the same general character as that of such party and owned, operated, leased or controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or part of the space reserved hereunder on any joint poles covered by this agreement for the attachments of such party in the conduct of its business.

(d) Any attachments, except attachments of a municipality or other political subdivision as hereinafter provided, covered by such assigned rights or privileges on the jointly used poles covered by this agreement in accordance with sections (a) to (c), inclusive, of this Article shall be treated in all respects, for the purpose of this agreement, as if they were the property of the party granting the said rights or privileges, and the rights, obligations and

liabilities of such party under this agreement in respect to such attachments shall be the same as if it were the actual Owner thereof. Provided, however, that where municipal regulations or franchises, or regulations of any other political subdivisions, require either party to allow the use of its poles for fire alarm, police or other like signal systems, such use shall be permitted, but attachments of such a municipal signal system made under such regulations or franchises shall not be treated as belonging to either party hereto.

ARTICLE XXI
FRANCHISE RIGHTS

Article XXI of the 1923 Agreement is inconsistent with current general practice and is hereby declared null and void and is superseded by the following:

ARTICLE XXI
FRANCHISE RIGHTS
RIGHT OF WAY AND TREE TRIMMING

(a) Each party shall act under its own franchise rights, and neither guarantees unto the other any rights as against any person, firm, corporation (public, quasi-public, or private), the State, municipalities, or the public.

(b) No guarantee is given by the Owner of permission from property owners, municipalities or others for the use of its poles by the Licensee, and if objection is made thereto and the Licensee is unable to satisfactorily adjust the matter within a reasonable time, the Owner may at any time upon written notice to the Licensee, require the Licensee to remove its attachments from the poles involved, and the Licensee shall within sixty (60) days after receipt of said notice remove its attachments from such poles at its sole

expense. Should the Licensee fail to so remove its attachments within said time, the Owner may remove them at the Licensee's expense without any liability whatsoever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on demand.

The party which is to own any new poles to be jointly used hereunder shall obtain, if possible, rights of way which will not permit property owners to object to the use of the poles by the Licensee. In obtaining rights of way each party shall, insofar as practicable, use similar right of way forms.

(c) Each party shall perform at its own expense the necessary tree trimming or cutting to properly clear its own attachments.

ARTICLE XXIII
PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

In order that the Agreement of 1923 be brought to date with current general practice, the following Article is added as a supplement.

ARTICLE XXIII
PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

(a) When either party desires to change the character of its circuits on jointly used poles, such party shall give at least thirty (30) days notice in writing to the other party of such contemplated change and in the event that the other party agrees in writing to joint use with such changed circuits then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the specifications referred to in Article IV for the character of circuits involved, and such other changes as may be agreed upon. The parties shall cooperate to determine an equitable apportionment of the estimated expense

of such changes.

(b) In the event however that joint use is to be discontinued or that the other party fails within fifteen (15) days from receipt of such notice to agree in writing to continue the joint use of such poles with such changed circuits, then both parties shall cooperate in accordance with the following plan:

(1) The parties hereto shall determine and agree what circuits shall be removed from the jointly used poles involved, and the most practicable and economical method of establishing in a new location such circuits or lines as may be necessary to furnish the same or equivalent business facilities as existed on the jointly used poles involved at the time such change was decided upon, together with the items of cost involved.

(2) The cost of moving such circuits to the new location shall be apportioned as follows:

(a) If the Licensee is the party to move, the Owner shall pay to the Licensee one-half (1/2) of the net non-betterment cost of transferring wires, cables and equipment, plus one-half (1/2) of the cost of new rights of way, if any.

(b) If the Owner is the party to move, the Licensee shall pay to the Owner the structural value of the joint poles involved (reproduction cost less depreciation) plus one-half (1/2) of the net non-betterment cost of transferring wires, cables and equipment, plus one-half (1/2) of the cost of new rights of way, if any.

(c) In the event that it is impracticable to transfer existing wires, cables and equipment under (a) and (b) above, the net non-betterment cost of installing new wires, cables and equipment shall be substituted for the cost of transferring wires, cables

and equipment.

(3) The ownership of any new pole line, or underground facilities, constructed in accordance with this paragraph in a new location shall, unless otherwise agreed upon by the parties hereto, be vested in the party for whose use it is constructed. The ownership of the old line, when vacated by the Owner in accordance with the foregoing procedure, shall be transferred to and vested in the party continuing to use said line.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

THE OHIO BELL TELEPHONE COMPANY

By /s/ E. F. Biggert
Vice President and General Manager

ATTEST

/s/ [redacted]
Secretary

(SEAL)

[redacted]

By [redacted]
President

ATTEST

[redacted]
Secretary

(SEAL)

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JOINT POLE LINE

[redacted]

AGREEMENT

POLE RENTAL CONTRACT

This agreement, made this 1 day of October, 1936, by and between [redacted] and The Ohio Bell Telephone Company, a corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as the "Telephone Company", party of the second part.

WITNESSETH:

WHEREAS, The Electric Company and the Telephone Company desire to establish joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this agreement, the following terms when used herein, unless the context indicates otherwise, shall have the following meaning:

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ATTACHMENTS are any material or apparatus now or hereafter used by either party in the construction, operation or maintenance of its plant carried on poles.

JOINT USE is maintaining the attachments of both parties on the same pole at the same time.

JOINT POLE is a jointly used pole or a pole upon which specific space is provided under this agreement for the attachments of both parties.

LICENSEE AND OWNER: Licensee is the party having the right under this agreement to make attachments to and use a pole, the property of the other party to this contract.

TRANSFERRING is the moving of attachments from one pole and placing them upon another.

REARRANGING is the moving of attachments from one position to another on a joint pole.

TRANSFERRING AND REARRANGING include any tree cutting or trimming incidental thereto and the obtaining of all necessary rights or permits therefor.

POLE AND POLES include, respectively, the singular and plural.

STANDARD SPACE is the following described space on a joint pole for the exclusive use of each party, respectively, (except only as to the portion of its said space which, by the terms of the specifications provided for in Article V hereof may be occupied by certain attachments therein described of the other party); (1) for the Electric Company, the uppermost four (4) feet; (2) for the Telephone Company, a space of three (3) feet at a sufficient distance below the space of the Electric Company to provide at all times the minimum clearance required by the specifications referred to in Article V, and at a sufficient height above the ground to provide the proper vertical clearance for the lowest horizontally run line wires or cables attached in such space.

RESERVED, as applied to space on a pole, means that such space is occupied space provided and maintained by the Owner either for its own exclusive use, or expressly for the Licensee's exclusive use at the Licensee's request.

STANDARD JOINT POLE is a 35 foot wood pole to be of a strength not less than a Class 5, or having a top diameter of less than six inches.

ARTICLE II

TERRITORY COVERED

This agreement shall cover all existing poles of each of the parties and any other poles hereafter erected or acquired by either of them within the following territory:

The State of Ohio, excepting therefrom, however, -

(1) poles which, in the Owner's judgment are necessary for its own sole use; and (2) poles which carry, or are intended by the Owner to carry, circuits of such a character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

ARTICLE III

RIGHT OF JOINT USE GRANTED

Each party hereto grants to the other the right to use its poles subject to the terms and conditions herein stated.

ARTICLE IV

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give reasonable notice to the other party of such contemplated change and in the event that the other party agrees to joint use with such changed circuits, then the joint use of such poles shall

be continued with such changes in construction as may be required to meet the terms of the Administrative Order No. 72 of The Public Utilities Commission of Ohio or any revision or modification thereof for the character of circuits involved. In event, however, that the other party fails within ten days from receipt of such notice to agree in writing to such change then both parties shall cooperate in accordance with the following plan:

(1) The parties hereto shall determine what circuits shall be removed from the joint poles involved, and the net cost of establishing in a new location such circuits or lines as may be necessary to furnish same business facilities that existed in the joint use referred to at the time such change was decided upon.

(2) The cost of moving such circuits to the new location shall be equitably apportioned between the parties hereto. In event of disagreement as to what constitutes an equitable apportionment of such cost each of the parties hereto shall bear one-half thereof.

Unless otherwise agreed by the parties, ownership of any new line constructed under the foregoing provision in a new location shall vest in the party for whose use it is constructed. The net cost of establishing service in the new location shall be exclusive of any increased cost due to the substitution for the existing facilities of other facilities of a substantially new or improved type or of increased capacity, but shall include the cost of the new pole line, including rights of way, the cost of removing attachments from the old poles and the cost of placing the attachments on the poles in the new location.

ARTICLE V

SPECIFICATIONS

Except as otherwise provided in Sections (a) and (b) of Article VIII, the joint use of poles covered by this agreement shall at all times be in conformity with terms and conditions of Administrative Order No. 72 of The Public Utilities Commission of Ohio, or any revision or modification thereof.

ARTICLE VI

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

(a) Whenever the Licensee desires to place on any pole of the Owner

within the territory covered by this agreement, any attachments requiring space thereon not then specifically reserved hereunder for the use of the Licensee, the Licensee shall, before placing its attachments on said pole, give to the Owner written notice thereof, specifying in such notice the location of the pole in question and the number and kind of attachments which the Licensee desires to place thereon and the character of the circuits to be used. Within ten (10) days after the receipt of such notice the Owner shall notify the Licensee in writing, whether or not said pole is of those excepted under the provisions of Article II. Upon receipt by the Licensee of notice from the Owner that said pole is not of those excepted and after the completion of any transferring or rearranging which is then required in respect to said pole, it may proceed to place its attachments thereon. No guarantee is given by the Owner of permission from property owners, municipalities or others for the use of its pole by the Licensee.

(b) Except as herein otherwise expressly provided, each party shall,at its own expense, place, maintain, rearrange, transfer and remove its own attachments and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party.

ARTICLE VII

ERECTING, REPLACING OR RELOCATING POLES

(a) Whenever any jointly used pole, or any pole about to be so used under the provisions of this agreement, is insufficient in size or strength for the existing attachments and for the proposed immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included as the conditions may require.

(b) Whenever it is necessary to change the location of a jointly used pole, by reason of any state, municipal or other governmental requirements, or the requirements of a property owner, the Owner shall, before making such change

in location, give notice thereof in writing to the Licensee, specifying in such notice the time of such proposed relocation, and the Licensee shall at its own expense, at the time so specified, transfer its attachments to the pole at the new location.

(c) Whenever either party hereto is about to erect a new pole line within the territory covered by this agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, and if the poles of such new line so to be erected are not those to be excepted from joint use, such party shall give written notice to that effect to the other party at least thirty (30) days before beginning the work of erecting such new poles (shorter notice may be given in cases of emergency) and shall submit with such notices its plans showing the proposed locations and character of the new poles, the character of the circuits to be used, and the amount of space thereon that it requires for its own use together with standard space for the use of the other party. The other party shall, within ten (10) days after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not, desire space on the said poles, and if it does desire space thereon, whether the plans submitted satisfactorily provide for the requirements of such other party; and if not, such other party shall then specify in writing what its requirements are. If such other party requests space on the new poles, and if the space so requested is greater than standard space, said plans shall be so modified as to provide the additional space so requested, and the pole line shall thereupon be erected in accordance with said modified plans.

(d) In any case where the parties hereto shall conclude arrangements for the joint use hereunder of any new poles to be erected, the ownership of such poles shall be determined by mutual agreement, due regard being given to the desirability of avoiding mixing ownership in any given line. In the event of disagreement as to ownership, the party then owning the smaller number of joint

poles under this agreement shall erect the new joint poles and be the owner thereof.

(e) The party which is to own the new poles shall obtain, if possible, the rights of way which will not permit property owners to object to the use of the poles by the Licensee.

(f) The costs of erecting new joint poles coming under this agreement, either as new pole lines, as extensions of existing pole lines or to replace existing poles, shall be borne by the parties as follows:

1. A standard joint pole, or a joint pole shorter than the standard, shall be erected at the sole expense of the Owner.

2. A pole taller and/or stronger than the standard, the extra height and/or strength of which is due wholly to the Owner's requirements, shall be erected at the sole expense of the Owner.

3. In the case of a pole taller and/or stronger than the standard, the extra height and/or strength of which is due wholly to the Licensee's requirements, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard joint pole; the remaining cost of erecting such pole to be borne by the Owner.

4. In the case of a pole taller and/or stronger than the standard, the extra height and/or strength of which is due to the requirements of both parties, the Licensee shall pay to the Owner a sum equal to one-half the difference between the cost in place of such pole and the cost in place of a standard joint pole; the remaining cost of erecting such pole to be borne by the Owner.

5. In the case of a pole taller and/or stronger than the standard, where a height and/or strength in addition to that needed for the purpose of either or both of the parties hereto is necessary, in order to meet the requirements of public authority or of property owners, one-half of the excess cost of such pole due to such requirements shall be borne by the Licensee; the re-

maining cost of such pole to be borne as provided in that one of the preceding paragraphs 1, 2, 3, 4, within which it would otherwise properly fall.

(g) In any case where a pole is erected hereunder to replace another pole solely because such other pole is not tall and/or strong enough to provide adequately for the Licensee's requirements, the Licensee, upon erection of the new pole, shall pay to the Owner, in addition to any amount payable by the Licensee under paragraphs 3, 4, or 5 of Section (f) of this Article a sum equal to the then net value in place of the pole which is replaced and which the Licensee acquires.

(h) Any payment made by the Licensee under the foregoing provisions of this Article for poles taller than standard are in lieu of increased rentals and do not in any way affect the ownership of said poles.

(i) When replacing a jointly used pole carrying terminals or aerial cable, underground connections or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless in order to meet special preponderating conditions it is necessary, or desirable, to set it in a different location, agreeable to both parties hereto.

ARTICLE VIII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall, at its own expense, maintain its jointly used poles in a safe and serviceable condition, and in accordance with the Administrative Order No. 72 of The Public Utilities Commission of Ohio or any revision or modification thereof, and/or any orders of a similar nature which may be issued by the said body, and shall replace such of said poles as become defective. Except as otherwise provided in Section (b) of this Article, each party shall, at its own expense, at all times maintain all of its attachments in accordance with said Administrative Order No. 72, and keep them in a safe condition and in thorough repair; provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this agreement

and carried on the street side of any pole, so as to occupy the field side thereof.

(b) Any existing joint use construction of the parties hereto which does not conform to the said specifications shall be brought into conformity therewith as follows:

Within one year from the date of this agreement, ten (10) percent of the poles involved in such existing joint use construction, and the attachments on said poles, and thereafter ten (10) percent per annum shall be brought into conformity with said specifications; provided, however, that this provision shall not be so applied as to require any then existing cables carried on the street side of any such poles to be rearranged to occupy the field side thereof.

When such existing joint use construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Section (a) of this Article.

The cost of bringing such existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Section (b) of Article VI and Section (f) of Article VII.

ARTICLE IX

TERMINATION OF JOINT USE

(a) If the Owner desires at any time to abandon any joint pole, it shall give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such pole but the Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Owner of such pole from all obligations, liability, damages, cost, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole or of any attachments

thereon the property of the Licensee; and shall pay the Owner a sum equal to the then value in place of such abandoned pole or poles or such other equitable sum as may be agreed upon between the parties.

(b) The Licensee may at any time abandon the use of a joint pole by removing therefrom all of its attachments, and giving ten (10) days notice in writing thereof to the Owner. The Licensee shall in such cases pay to the Owner the full rental for said pole for the then current year.

ARTICLE X

RENTALS

The Licensee shall pay to the Owner as rental for the use of each and every pole any portion of which is occupied by or reserved for the attachments of the Licensee, Two Dollars ($2.00) per pole per annum.

No rental shall be paid by the Licensee for the use of any pole of the Owner where such use consists only in attaching guys thereto, or in attaching thereto wires or cable of the Licensee for the purpose of providing clearance between the pole and such wires or cables, and not for the purpose of supporting the said wires or cables.

ARTICLE XI

RENTAL PAYMENTS

Payments of all rentals under this agreement shall be made on the first day of February in each year during the continuance of this agreement; the first payment to be made on the first day of February, 1937 for the period beginning with the date of this agreement and ending on the first day of October, 1936. The rentals payable for said period shall be based upon a written statement to be submitted by each party hereto to the other on or before the first day of December, 1936, giving the number of poles of each party on which space was occupied by, or reserved

for, the attachments of the other party on the first day of October, 1935.

Thereafter each party shall submit to the other party on or before the first day of December, in each succeeding year, a written statement, as of the first day of October, in each year, giving the number of the poles of each party on which space was occupied by, or reserved for, the attachments of the other party, and each such statement shall be used as the basis of the rental charge for the year for which such statement is submitted, as hereinafter provided.

Every such statement, including the statement first above provided for, shall be deemed to be correct unless written notice of errors claimed to exist therein shall be given within sixty (60) days from the receipt of such statement to the party submitting the statement by the party to which the statement was submitted. In case of dispute concerning the correctness of any such statement, a joint inspection of the pole or poles in dispute shall thereupon be made; such inspection to be begun within ten (10) days after notice of errors claimed to exist therein shall have been given as aforesaid, and to be completed within a reasonable time thereafter. A written report of such inspection, signed by the inspectors of both parties, shall be made, and, upon the approval of such report by the officers of both parties such statement shall, if shown to be incorrect, be corrected accordingly.

ARTICLE XII

PERIODICAL READJUSTMENT OF RENTALS

At the expiration of five (5) years from the date of this agreement, and at the end of every one (1) year period thereafter, the rental per pole per annum thereafter payable hereunder shall be subject to readjustment at the request of either party made in writing to the other not later than sixty (60) days before the end of any such five (5) year period. If within sixty (60)

days after the receipt of such a request by either party from the other, the parties hereto shall fail to agree upon a readjustment of such rental, then the rental per pole per annum so to be paid shall be an amount equal to one-half of the then average total annual cost per pole of providing and maintaining the standard joint poles covered by this agreement. In case of a readjustment of rentals as herein provided, the new rentals shall be payable until again readjusted.

ARTICLE XIII

DEFAULTS

If either party shall make default in any of its obligations under this contract and such default continue thirty (30) days after notice thereof in writing from the other party, all rights to the party in default hereunder shall be suspended, including its right to occupy jointly used poles, until such default has been made good, and in addition and without affecting such suspensions, if the Owner shall fail to perform its obligations hereunder to properly maintain and to promptly renew joint poles after thirty days notice from the Licensee, the Licensee shall have the right to maintain such poles or to renew the same at the expense of the Owner and it shall be the duty of the Owner to immediately reimburse the Licensee for such expense upon the rendition of bills therefor.

ARTICLE XIV

BILLS AND PAYMENT FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other, the party performing the work shall present to the other party, within ninety (90) days after the completion of such work, an itemized statement showing the entire cost of the labor and material employed therein, supervision and all

overhead charges, and such other party shall, within thirty (30) days after such statement is presented, pay to the party doing the work such other party's proportion of the cost of said work.

ARTICLE XV

PRE-EXISTING OBLIGATIONS

If either of the parties hereto has, prior to the execution of this agreement conferred upon others, not parties to this agreement, by contract or otherwise, rights and privileges to use any pole covered by this agreement, nothing herein contained shall be construed as affecting said rights and privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights and privileges; it being expressly understood, however, that for the purpose of this agreement, the attachments of any outside party shall be treated as attachments belonging to the grantor, and the rights, obligations, and liabilities hereunder of the grantor, in respect to such attachments, shall be the same as if it were the actual owner thereof, excepting, however, such wires and attachments as are erected on the pole of either party by order of municipal authority or in compliance with ordinances or franchises.

ARTICLE XVI

SERVICE OF NOTICES

Wherever in this agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to [redacted] at its office at [redacted] or its principal office in said city, or to the Telephone Company at its office at [redacted], Ohio, or as the case may be, to such other address as either party may from time to time designate in writing for that purpose.

ARTICLE XVII

TERM OF AGREEMENT

This agreement shall continue in full force and effect for five (5) years from date hereof, and thereafter until terminated as follows: either party may, by giving five (5) years previous notice in writing to the other party, and by removing within five (5) years from date of said notice its attachments from the poles of the other party, terminate this agreement. Thereupon and after the expiration of said five (5) year period, such other party shall have no further rights hereunder with respect to the poles of the party so cancelling this agreement, and shall within the five (5) year period so provided for, remove its attachments from the poles of the other party. In case of its failure to do so, the Owner of the poles in question may, at the expense and risk of the delinquent party and without incurring any liability, remove the delinquent party's attachments therefrom, and in the meantime, and until such removal, such other party shall continue and remain liable for all obligations hereunder with respect to its attachments remaining on the poles of the party so cancelling this agreement, for the rentals therefor, and for damages due to accidents, in the same manner and to the same extent as if this agreement had not been terminated as aforesaid.

Upon the termination of this agreement, as herein provided, the rental charges for the then current year, payable hereunder by either party to the other and then unsettled, shall be adjusted to the respective dates of the removal of the attachments of each party from the poles of the other, as hereinabove provided and the amount then payable by each party to the other party shall be paid within three (3) months after the date of the termination of this agreement and after receipt of proper bills therefor.

ARTICLE XVIII

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement, or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this agreement, to any firm, corporation or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to make a general mortgage in the usual form on any or all of its property, rights, privileges, and franchises, or a lease or transfer of any of them to another corporation organized for the purpose of conducting business of the same general character as that of such party, or to enter into any merger or consolidation; and in case of the foreclosure of such mortgage, or in the case of such lease, transfer, merger or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all the terms and conditions of this agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased or controlled by it, or associated or affiliated with it in interest, or connected with it, the use of all or any part of the space reserved hereunder on any pole covered by this agreement for the attachments used by such party, in the conducting of its said business; and for the purpose of this agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission and the rights, obligations, and liabilities of such party under this agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XIX

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce, insist upon or comply 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 the same shall be and remain at all times in full force and effect.

ARTICLE XX

EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of poles upon a rental basis within the territory covered by this agreement are, by mutual consent, hereby abrogated and annulled.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

[redacted]

By [redacted]

Witness:

[redacted]

THE OHIO BELL TELEPHONE COMPANY

Witness:

E. J. O'Hara

C. Cotter

By

BELL SYSTEM PRACTICES
Outside Plant Engineering
Structural Coordination

~~SECTION AG17.125.10~~
Issue 1, May, 1967
The Ohio Bell Telephone Company
[redacted]

GENERAL AGREEMENT

FOR

JOINT USE OF WOOD POLES

BETWEEN

[redacted]

AND

THE OHIO BELL TELEPHONE COMPANY

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

OHIO BELL'S COPY

AGREEMENT

COVERING THE JOINT USE OF POLES

BETWEEN

[redacted]

AND

THE OHIO BELL TELEPHONE COMPANY

EFFECTIVE January 1, 1971

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

AGREEMENT

COVERING THE JOINT USE OF POLES
ON A RENTAL BASIS

THIS AGREEMENT, made as of the first day of January 1967 by and between [redacted] and The Ohio Bell Telephone Company, a corporation of the State of Ohio, (hereinafter sometimes called the "Telephone Company"),

W I T N E S S E T H :

WHEREAS, the Electric Utility and the Telephone Company desire to provide for the joint use of their respective poles when and where such joint use will be of mutual advantage in meeting their service requirements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

This agreement shall be in effect in such portions of the State of Ohio as both parties hereto now or in the future have the right to operate, and shall cover all wood poles of each of the parties now existing or hereafter erected or acquired in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided. Each party reserves the right to exclude from joint use such of its poles which, in Owner's judgment (1) are necessary for its own sole use; or (2) carry, or are intended to carry, circuits of such a character that the proper rendering of its service now or in the future makes joint use of such poles undesirable.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this agreement, the following terms, when used herein, shall have the following meanings:

(a) BASIC POLE means a 35-foot Class 5 wood pole conforming to the latest specifications of the American Standards Association, and having a preservative treatment in accordance with the best modern practice. For the purpose of this agreement it is agreed between the parties hereto that such basic pole provides space and strength for the requirements of both parties in normal joint use as hereinafter set forth. Nothing herein contained shall be construed to preclude the use of poles hereunder other than the Basic Pole provided that such poles provide the necessary space for the attachments of both parties and comply with the specifications hereinafter referred to.

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(b) REQUIREMENTS of a party affecting the height of a pole, means the resultant effect on the height of the pole due to vertical space occupied by or reserved for the attachments of such party, together with such excess separations or clearances which are provided at the request of such party.

(c) REQUIREMENTS of a party, affecting the strength of a pole, means the resultant effect upon the strength of the pole due to the number and kind of such party's attachments, including any excess over the minimum strength required by the specifications referred to in Article VII, which is provided at the request of such party.

ARTICLE III

NORMAL JOINT USE AND SPACE UTILIZATION

(a) It is agreed that normal joint use involves attachments of the Electric Utility of such character and so located that the bottom of the lowest attachment of the Electric Utility will not be more than four feet below the top of the pole and attachments of the Telephone Company of such character and so located that the distance between the uppermost attachment of the Telephone Company and the lowest horizontally run wire or cable of the Telephone Company will not be more than three feet. The attachments of the Telephone Company are to be so located as to provide at all times the minimum clearance from ground and not less than the minimum separation from attachments of the Electric Utility required by the specifications referred to in Article VII.

(b) Nothing herein shall preclude either party from installing or continuing on any joint use pole any attachments necessary for the conduct of its business. In case attachments of either party constituting requirements, as defined in Article II hereof, are in excess of the normal joint use of such party as defined in this Article and such excess requirements of such party make necessary a pole, for the use of both parties, taller and/or stronger than the Basic Pole, as defined in Article II hereof, such increase in height or strength shall be deemed to be due to the requirements of such party and the cost of such increase in height or strength shall be borne as provided in Article V, Section (e) hereof.

(c) The specifications referred to in Article VII hereof permit certain attachments of a party to be located within the space normally occupied by the attachements of the other party or within space not normally occupied by attachments of either party. The attachments referred to may be attachments such as vertical runs, street lamps, street lamp span wires, guy attachments, and telephone cable terminal boxes. It is hereby agreed that the use of such attachments shall be allowed. In case their use makes necessary an increase in height, or strength, of pole, such use shall be considered as being a part of the requirements of the party owning such attachments and the cost of such increase in height or strength shall be borne as provided in Article V, Section (e).

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(d) By mutual agreement, in writing, either party may occupy a portion of the space provided for the use of the other party on an existing or a newly erected pole but which is not fully needed for the purpose of such other party at the time, provided that the specifications referred to in Article VII are fully complied with. In case, however, the party for whom such space is provided desires at any time to make full use of its space, and it becomes necessary thereby to replace the pole, the replacement shall be deemed to be necessary because of the requirements of the party whose attachments encroach upon the space provided for the other party. If it is practicable to eliminate the encroachment without replacing the pole buy by rearranging the attachments of the encroaching party, such party shall do so.

ARTICLE IV

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

(a) Whenever either party desires to reserve space on any pole of the other for any attachments requiring space thereon not then specifically reserved hereunder for its use, it shall make written application to the Owner therefor, specifying in such notice the location of the pole in question, the kind of attachments which it desires to place thereon, the amount of space desired and the character of the circuits to be used. Within ten (10) days after the receipt of such notice, Owner shall notify the Applicant, in writing, whether or not it is willing to permit the joint use of its pole and if so under what conditions. Upon receipt of notice from Owner that permission for joint use is granted, and after the completion of any transferring or rearranging which is then required with respect to attachments on said poles, including any necessary pole replacements as provided in Article V (a) hereof, the Applicant shall have the right as Licensee hereunder to use said space for attachments and under the conditions specified in said permit in accordance with the terms of this agreement. If either party intends to change the characteristics of its circuits within one (1) year after the date of the above-mentioned permit, it shall so state in its application or permit, as the case may be, giving the character of such circuits after the contemplated change.

(b) Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer, and remove its own attachments and do any tree trimming or cutting incidental thereto, as provided by Section C of this Article, and shall place such guys as are necessary to sustain the unbalanced strain of its own attachments and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party. Each party shall perform its work at its own expense.

(c) Both parties shall cooperate on any tree trimming or removal when such is a hazard to the pole line or to both electric or communication service. The expense as mutually agreed upon and in proportion determined by inspection of each case by the field forces of both parties.

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ARTICLE V

ERECTING, REPLACING, OR RELOCATING POLES

(a) Whenever any jointly used pole or any existing pole about to be used jointly under the provisions of this agreement, is insufficient in size or strength for the existing attachments and the proposed immediate additional attachments thereon, Owner shall promptly replace such pole with a new pole of the necessary size and strength, in accordance with the provisions of Sections (e) and (f) of this Article, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require.

(b) Whenever it is necessary to replace or change the location of a jointly used pole, Owner shall, before making such change, give notice thereof in writing (except in cases of emergency when oral notice may be given and subsequently confirmed in writing) to Licensee, specifying in such notice the time of such proposed change and Licensee shall promptly cooperate to transfer its attachments. Subject to the provisions of Section (f) of this Article, the old pole shall be removed and disposed of by Owner, unless otherwise agreed to by Owner of the pole and Licensee. In case of any such pole replacement where Owner has transferred or removed its attachments and Licensee has not transferred or removed its attachments within sixty (60) days after receipt of written notice that Owner has transferred or removed its attachments, Licensee shall thereupon become responsible for such old pole as provided in Section (a) of Article X. In the case of any such pole replacement or relocation where the existing pole was adequate in height or strength, in accordance with specifications referred to herein, for the existing or proposed attachments of both parties and satisfactory to one party as to condition or location but not to the other party, the party desiring the replacement or relocation shall bear the entire expense of both parties in making the change.

(c) Whenever either party hereto is about to erect new poles within the territory covered by this agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the other in writing as soon as possible before beginning the work (oral notice subsequently confirmed in writing may be given in cases of emergency) and shall submit with such notice such plans showing the proposed location and size of the new poles and the character of circuits it will use thereon. The other party shall, within ten (10) days after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not, desire to reserve space on the said poles, and if it does desire to reserve space thereon, it shall make application therefor in the manner stated in Article IV herein. If such other party requests space on the new poles and if permission for such joint use is granted by Owner, then poles suitable for the said joint use shall be erected in accordance with the provisions of Sections (d) and (e) of this Article.

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(d) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new pole facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles that neither party shall be obligated to pay to the other any rentals because of their respective use of joint poles owned by the other, due regard being given to the desirability of avoiding mixing ownership in short sections of line. In the event of disagreement as to ownership the party then owning less than its proportionate number of jointly used poles shall have the right to erect and own the new poles.

(e) The costs of erecting new joint used poles under this agreement either as new pole lines, as extensions of existing pole lines or to replace existing jointly used or non-jointly used poles shall be borne by the parties as follows:

1. A basic pole, or a pole shorter or weaker than the basic pole, shall be erected at the sole expense of Owner.

2. A pole taller or stronger than the basic pole, the extra height or strength of which is due wholly to Owner's requirements, shall be erected at the sole expense of Owner.

3. In the case of a pole taller or stronger than the basic pole, the extra height or strength of which is due solely to Licensee's requirements, Licensee shall bear the difference between the cost in place of such a pole and the cost in place of a basic pole, the balance of the cost of erecting such pole to be borne by Owner.

4. In the case of a pole taller or stronger than the basic pole, the extra height or strength of which is due to the requirements of both parties, Licensee shall pay to Owner a sum equal to one-half the difference between the cost in place of such pole and the cost in place of a basic pole, the rest of the cost of erecting such pole to be borne by Owner.

5. In the case of a pole taller or stronger than the basic pole, where a height or strength in addition to the minimum needed to meet the requirements of both parties hereto and to comply with the specifications hereinafter referred to is necessary because of lawfully imposed requirements of other parties, one-half of the excess cost in place of such pole due to such requirements shall be borne by Licensee; the rest of the cost of such pole shall be borne as provided in that one of the preceding paragraphs 1, 2, 3 and 4, within which it would otherwise properly fall.

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6. Where a new pole is erected between existing poles to provide proper clearances and furnish adequate strength to support the circuits of both Owner and Licensee in the same longitudinal run, and which would have been unnecessary to erect if joint use of the adjacent poles had not been undertaken, such new pole shall be furnished and erected at the sole expense of Licensee and shall upon installation become the property of Owner of the adjacent poles.

7. Where a new pole is erected to carry the attachments of both parties and located between the existing poles because one party hereto is installing a new pole line which will cross the existing line of the other party in a transverse direction, such new pole shall provide proper separations and adequate strength for attachments of both parties and shall be furnished and erected at the sole expense of the party constructing the new line and shall upon installation be the property of said party. The other party hereto shall make necessary attachments to the new pole.

(f) Where a new pole is erected hereunder to replace an existing pole solely to adequately provide for the attachments Licensee proposes to place on the new pole, Licensee covenants and agrees to pay Owner a sum equal to the then value in place of the pole which is replaced. The replaced pole shall be removed and retained by its owner. Such sums shall be payable in addition to any amounts payable by Licensee under paragraphs 3, 4 or 5 of Section (e) of this Article.

(g) Where the Electric Utility desires to make an attachment using a pole top extension fixture in lieu of a taller pole and where the use of the pole top extension fixture meets the requirements of the Specifications of Article VII, it shall be provided and installed at the sole expense of the Electric Utility.

(h) Any payments made by Licensee under the foregoing provisions of this Article for poles taller or stronger than the basic pole shall preclude any increased rentals and shall not in any way affect the ownership of said pole. Whenever by the terms of this Article a pole becomes the property of Licensee, Owner shall give Licensee a bill of sale covering the pole or poles on each such transaction.

(i) The parties hereto agree that any payments to be made by one party to the other under any of the foregoing provision of this Article may be determined from mutually agreed upon billing tables to the extent provided therein.

(j) When replacing a jointly used pole carrying terminals of aerial cable, loading coil cases, underground connections, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary or mutually desirable to set it in a different location. When necessary, both parties shall cooperate in the replacement of such jointly used poles.

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ARTICLE VI

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

(a) When either party desires to change the character of its circuits on jointly used poles such party shall give written notice to the other party ninety (90) days prior to such contemplated change and the parties shall promptly cooperate to determine whether or not joint use of the poles involved shall be continued. If the other party agrees in writing to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes as may be agreed upon, including such changes in construction as may be required to meet the terms of the specifications referred to in Article VII for the character of circuits involved. The parties shall cooperate to determine an equitable apportionment of the net expense of such change.

(b) If within sixty (60) days after receipt of notice of the contemplated change it is agreed not to continue the joint use of such poles or if no agreement has been reached, the parties shall promptly cooperate to determine the most practical and economical method of effectively providing for separate lines. The party whose circuits are to be moved shall promptly carry out the necessary work. Unless otherwise agreed by the parties, the ownership of any new line constructed under the foregoing provisions of this Article in a new location shall vest in the party for whose use it is constructed. The net cost of re-establishing such circuits in the new location necessary to furnish the same or equivalent facilities that existed in the joint use at the time such change was decided upon shall be equitably apportioned between the parties hereto except under the following conditions:

1. If at the time joint use was entered into the party changing the characteristics of its circuits had notified the other party of its intention to do so within one (1) year and if the change is made within that period, the party making the change of circuit characteristics shall not be required to bear any portion of said net cost;

2. In case a new line is constructed hereunder for the sole use of Owner of the old jointly used line of poles the removal of its attachments therefrom shall constitute an abandonment of the joint use of the poles in the old line under the terms of Article X hereof.

(c) The net cost of establishing the same or equivalent facilities in the new location shall be exclusive of any increased cost due to the substitution for the existing facilities of other facilities of a substantially new or improved type or of increased capacity, but shall include only the cost of removing attachments from the old poles and the cost of placing the same or equivalent attachments on the poles in the new location.

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ARTICLE VII

SPECIFICATIONS

(a) Except as otherwise provided in Section (b) of Article IX, the joint use of poles covered by this agreement should at all times be in conformity with the terms and provisions of the specifications entitled "Joint Pole Practices for Supply and Communication Circuits" and identified as Edison Electric Institute Publication No. M12, except that such requirements of statutes, ordinances, and rulings of state or local authorities of the territory covered by this agreement, including but not limited to Administrative Order No. 72 of the Public Utilities Commission of the State of Ohio, as are in excess of E.E.I. Publication No. M12, shall govern the joint use under this agreement. In any case where pole steps are to be placed on a jointly used pole after the date of this agreement, no permanent step on such pole shall be located less than eight (8) feet above the ground or other readily accessible place. In the case of any poles previously stepped in accordance with these specifications and so located that either of the parties hereto deems it advisable to modify the method of stepping, such party may notify the other party to that effect and if mutually agreed to the stepping shall be changed so that no permanent step on such pole shall be located less than eight (8) feet above the ground or other readily accessible place.

(b) These specifications may be amended from time to time as made necessary by developments and improvements in the art and as may be mutually agreed upon and approved in writing by representatives designated by the parties hereto.

ARTICLE VIII

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

Owner shall not be required to secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Licensee and Owner does not guarantee any easements, rights of way or franchieses for the construction and maintenance of said attachments, and if objection is made thereto and Licensee is unable to satisfactorily adjust the matter within a reasonable time, Owner may at any time, upon notice in writing to Licensee, require Licensee to remove its attachments from the poles involved, and Licensee shall, within ninety (90) days after receipt of said notice, remove its attachments from such poles at its sole expense. Should Licensee fail to remove its attachments as herein provided, Owner may remove them at Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense Licensee shall reimburse Owner on demand.

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ARTICLE IX

MAINTENANCE OF POLES AND ATTACHMENTS

(a) Owner shall, at its own expense, maintain its jointly used poles in a safe and serviceable condition, and in accordance with the specifications referred to in Article VII, and shall replace, subject to the provisions of Article V, such of said poles as become defective. Except as otherwise provided in Section (b) of this Article, each party shall, at its own expense, at all times maintain all of its attachments in accordance with the specifications referred to in Article VII, and keep them in safe condition and in thorough repair; provided, however, that neither party shall be required to relocate any cable installed prior to the date of this agreement, and carried on one side of any pole, so as to occupy the other side thereof.

(b) Any existing joint use construction of the parties hereto which does not conform to the specifications referred to in Article VII, shall be brought into conformity therewith and the plan for and order of carrying on the work shall be as mutually agreed upon by the parties hereto. In case of reconstruction of the attachments on any joint use pole or in case of replacement of any joint use pole, the pole and any attachments thereon shall be made to conform to such specifications.

1. When such existing joint use construction shall have been brought into conformity with the specifications referred to in Article VII, it shall at all times thereafter be maintained as provided in Section (a) of this Article.

2. The cost of bringing such existing joint use construction into conformity with the specifications referred to in Article VII shall be borne by the parties hereto in the manner provided in Section (b) of Article IV and Sections (e) and (f) of Article V.

ARTICLE X

ABANDONMENT OF JOINTLY USED POLES

(a) If Owner desires at any time to abandon any jointly used pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, Owner shall have no attachments on such pole but Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of Licensee, and Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not growing out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay Owner a sum equal to the then value in place of such abandoned pole or poles or such other equitable sum as may be agreed upon between the parties.

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Credit shall be allowed for the same fraction of the existing value in place of the pole as Licensee previously contributed to the original cost of the pole in place. In case record of such payment is not available the credit due Licensee may be as agreed upon on the basis of current costs of poles. Owner shall give to Licensee a bill of sale covering the pole or poles involved in each such transaction.

(b) Licensee may at any time abandon the use of a jointly used pole by removing therefrom any and all attachments it may have thereon and by giving due notice of the completion of such removal in writing to Owner. However, where a pole had previously been replaced at the request of the Licensee to permit joint use or to reserve space, the minimum period for which a rental charge is to be made shall be four years.

(c) When a request or order for the removal of overhead construction on jointly used poles is received by either or both of the parties hereto, they shall immediately notify the other party and the two parties agree to confer on plans for carrying out of the request or order in a mutually satisfactory manner.

ARTICLE XI

RENTALS

(a) On or about January 2nd of each year the parties acting in cooperation shall, subject to the provisions of Section (b) of this Article, tabulate the total number of joint poles in use as of the preceding day, and the number of poles on which either party as Licensee removed all of its attachments during the twelve proceeding months, which tabulation shall indicate the number of poles which each party owns on which rentals are to be paid by the other party.

(b) For the purpose of such tabulation, any pole used by the Licensee for the sole purpose of attaching wires or cables thereto, either directly or by means of a pole top extention fixture, shall be considered as a joint pole.

(c) Subject to the provisions of Article XII, $4.50 per annum shall be paid by the Electric Utility for each jointly used pole owned by the Telephone Company and $3.00 per annum shall be paid by the Telephone Company for each jointly used pole owned by the Electric Utility. The smaller total sum shall be deducted from the larger and the Electric Utility or the Telephone Company, as the case may be, shall pay to the other the difference between such amounts. The rental herein provided for shall be paid within 30 days after the bill has been submitted.

ARTICLE XII

PERIODICAL READJUSTMENT OF RENTAL RATES

At any time after five (5) years from the date of this agreement, the rentals per pole per calendar year applicable under this agreement shall be subject to joint review and readjustment upon the written request of either party. In case of readjustment of rentals as herein provided, the new rental rates agreed upon shall apply starting with the annual bill next rendered and continuing for five (5) years thereafter when the rental rates shall again be subject to review and readjustment at any time. During any transition from one rental rate to another the annual billing should take into account the proration of the elapsed months during which the old and the new rates were in effect.

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ARTICLE XIII

DEFAULTS

(a) If either party shall default in any of its obligations under this agreement and such default continues thirty (30) days after receipt of notice thereof in writing from the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use, and if such default shall continue for a period of ninety (90) days after suspension, the party not in default may forthwith terminate this agreement as far as concerns future granting of joint use.

(b) If either party shall make default in the performance of any work which it is obligated to do under this agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within sixty (60) days after presentation of bills therefor shall, at the election of the other party, constitute a default under Section (a) of this Article.

ARTICLE XIV

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, which joint use is understood to include the wires and fixtures of the parties hereto, installed between and attached to the jointly used poles covered by this agreement, the liability for such damages as between the parties hereto, shall be as follows:

1. Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications referred to in Article VII, provided that construction temporarily exempted from the application of said specifications under the provisions of Section (b) of Article IX shall not be deemed to be in violation of said specifications during the period of such exemption.

2. Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

3. Each party shall be liable for one-half (1/2) of all damages for such injuries to persons other than employees of either party, and for one-half (1/2) of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

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4. All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in case of any such claim which the parties hereto mutually agree comes under the provisions of Paragraph 3 of this Article and where the claimant desires to settle such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

5. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, disbursements and other proper charges and expenditures but shall not include attorney's fees.

ARTICLE XV

ATTACHMENTS OF OTHER PARTIES

If either of the parties hereto has, prior to the execution of this agreement, conferred upon others not parties to this agreement, rights or privileges to use any poles covered by this agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right to continue and extend such existing rights or privileges. Owner of any joint poles covered by this agreement shall have the right to confer upon others, not parties to this agreement, rights or privileges to use such poles as may be owned by such grantor. Licensee may, with the written permission of Owner, which permission should not be unreasonably withheld, confer upon another party, not a party to this agreement, rights or privileges to use a portion of its space on any of the joint poles covered by this agreement for the purpose of attaching circuits or other attachments of the same general character as those of Licensee. The Telephone Company is not required to obtain permission from the Electric Utility for the installation of attachments of the American Telephone & Telegraph Company, independent telephone companies, or the Western Union Telegraph Company within the space of the Telephone Company. It is expressly understood, however, that for the purpose of this agreement, the attachments of any such outside party, except attachments of a municipal signal system as hereinafter provided, shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof. Provided, however, that where municipal regulations or franchieses require either party to allow the use of [illegible] poles for fire alarm, police or other like signal systems such use shall be permitted, but attachments of a municipal signal system made under such regulations or franchises shall not be treated as belonging to either party hereto.

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ARTICLE XVI

SERVICE OF NOTICES

Whenever, in this agreement, notice is provided to be given by either party hereto to the other, such notice shall be in writing on standard proposal and given by mail or by personal delivery, to the Electric Utility at its office at [redacted], or to the Telephone Company at its office at [redacted], Ohio as the case may be or to such other address as either party may, from time to time, designate in writing for that purpose.

ARTICLE XVII

TERM OF AGREEMENT

Subject to the provisions of Article XIII herein, this agreement may be terminated, so far as it concerns further granting of joint use by either party, after the first day of January, [illegible], upon one (1) year's notice in writing to the other party, provided, that if not so terminated it shall continue in force thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination, this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XVIII

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise transfer this agreement or any of its rights or interest hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this agreement, to any firm, corporation or individual, without the written consent of the other party, provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of such lease, transfer, merger, or consolidation, its rights and obligation hereunder shall pass to, and be acquired and assumed by Purchaser on foreclosure, the transferee, lessee, assignee, or a company resulting from a merger or consolidation, as the case may be. Provided, however, that no transfer, lease or assignment of a portion only of the space of either party hereto on any jointly used pole or poles shall be made except as provided in Article XV.

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ARTICLE XIX

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 the same shall be and remain at all times in full force and effect.

ARTICLE XX

EXISTING AGREEMENTS

(a) All existing agreements, written or oral, between the parties hereto for the joint use of poles within the territory where both parties hereto now, or in the future, have the right to operate are by mutual consent hereby terminated.

(b) Nothing in the foregoing shall preclude the parties to this agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this agreement.

ARTICLE XXI

PAYMENT FOR ACCOMMODATION WORK

In case one party hereto is obligated hereunder to perform certain work at its own expense and it is mutually agreed between the parties hereto that it is desirable for the other party to do the said work, then the said other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for the expense incurred shall be due and payable within sixty (60) days after presentation.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their respective officers or agents thereunto duly authorized, as of the day and year first above written. Done in quadruplicate, each part being an original.

[redacted]

By [redacted]
Title

THE OHIO BELL TELEPHONE COMPANY

By R S Sodaka
Vice President and General Manager

Approved
as to form
1-5-67
[redacted]
General Attorney

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JOINT USE POLE AGREEMENT

WITH

[redacted]

THIS AGREEMENT, made this 1st day of January 1, 1972, by and between [redacted], and The Ohio Bell Telephone Company, a corporation of the State of Ohio, having its principal office at Cleveland, Ohio, hereinafter called the "Telephone Company".

W I T N E S S E T H

WHEREAS, the City and the Telephone Company desire to establish joint use of their respective poles when and where joint use shall be of mutual advantage, and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including consideration of safety and economy, and each of them should be judge of what the character of its circuits should be to meet its own service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, certain terms when used herein shall have the following meaning:

(1) JOINT USE is the simultaneous use of any pole for the attachments of both parties, in conformity with the specifications referred to in Article 3, except as provided in Sections (4) and (5) of Article 2.

(2) JOINT POLE is a pole occupied simultaneously by the attachments of both parties or upon which space is provided under this Agreement for the attachments of both parties, whether or not such space is actually occupied by attachments.

(3) STANDARD JOINT POLE is a wood pole which is just tall enough to provide standard space for the respective parties as specified in Section (4) of this Article and of adequate strength for the attachments used, as provided in Article 3. Normally, a standard joint pole under this Agreement shall be a 40-foot, class 5 pole.

(4) STANDARD SPACE is the following described space on a standard joint pole for the exclusive use of each party hereto, respectively:

(Except only as to the portion of the space which, under the provisions of Administrative Order No. 72 referred to in Article 3, may be occupied by certain attachments, therein described, of the other party.)

(a) For the City the uppermost 12 feet which includes all of the neutral space required by the specifications referred to in Article 3.

(b) For the Telephone Company, a space of 3½ feet, below the space of the City.

(c) The Telephone Company's space shall be at such height above the ground that the lowest horizontally run line wires or cables attached therein will have such vertical clearances from the ground, highways, railways, etc., as is consistent with safe practice and as will conform to local, state and federal requirements.

(d) The space below the Telephone Company's space may be used for such attachments of either party as do not conflict with the specifications referred to in Article 3.

(e) A pole of less than the standard height and class may be used jointly where mutually acceptable.

(5) ATTACHMENTS are any material or apparatus not or hereafter attached to a joint pole by the parties hereto.

(6) TRANSFERRING is the moving of attachments from one pole to another.

(7) REARRANGING is the moving, relocating, or otherwise reconstructing of attachments on a joint pole.

(8) OWNER is the party owning a pole at the time such pole is brought under the terms of this Agreement.

(9) LICENSEE is the party having the right under this Agreement to make attachments to a pole of which the other party is the owner.

(10) RESERVED as applied to space on a pole, is that unoccupied space provided and maintained by the Owner, either for its own use, or expressly for the Licensee's request.

ARTICLE 2

SCOPE OF AGREEMENT

(1) This Agreement defines the rights and obligations of the parties hereto arising out of the arrangements between them governing the joint use of poles.

(2) This Agreement shall be in effect in [redacted], and vicinity in which both parties to this Agreement now or may hereafter operate, and shall cover all wood poles of each of the parties now existing or hereafter erected or acquired in the above territory when such poles are brought hereunder in accordance with the procedure hereinafter provided.

(3) Each party reserves the right to exclude from joint use (1) poles which, in the Owner's judgement, are necessary for its own sole use; and (2) poles which carry, or are intended by the Owner to carry, circuits of such character that in the Owner's judgement the proper rendering of its service now or in the future makes joint use of such poles undesirable.

(4) If either party desires to attach wires or cables to poles of the other party for the sole purpose of providing clearance between such poles and its wires and cables, those poles shall not be considered to be jointly used under the terms and conditions of this Agreement. Such clearance contacts shall be placed and maintained in accordance with the specifications referred to in Article 3.

(5) If either party desires to attach guy wires to poles of the other party, those poles shall not be considered to be jointly used under the terms and conditions of this Agreement.

ARTICLE 3

SPECIFICATIONS

The joint use of poles covered hereunder shall at all times be in conformity with the terms and provisions of Administrative Order No. 72 of the Public Utilities Commission of the State of Ohio adopted March 25, 1923, or any lawful revision or modifications thereof, or additions thereto; except that it is mutually agreed as between the parties hereto that no electric light or power wires of any distribution voltage higher than 15,000 volts between any two wires without the advance concurrence of the Telephone Company shall be placed on the poles covered by this Agreement.

ARTICLE 4

ESTABLISHING JOINT USE OF EXISTING POLES

Whenever either party desires to place attachments or reserve space on any existing pole of the other, it shall make written application therefore, specifying in such application, the location of such pole, the number and kind of attachments, and the character of the circuits to be used. The Owner shall, within ten (10) days thereafter, notify the Applicant in writing of its acceptance or rejection of such application. Upon receipt of the Owner's acceptance of such application, and after the completion of any required transferring or rearranging, including necessary pole replacements as provided in Section (1) of Article 6, the Applicant shall have the right as Licensee hereunder to use said space for attachments and circuits of the character specified in said application in accordance with the terms of this Agreement.

ARTICLE 5

ESTABLISHING JOINT USE OF NEW POLES

Each party shall keep the other party informed in writing as to plans for the construction of new pole lines or the reconstruction of existing pole lines which may be used jointly, and shall offer the other party the joint use of such new poles. If the other party desires joint use of such poles, it shall make written application therefore within ten (10) days after the receipt of such notice, specifying in such application the number and kind of attachments and the character of the circuits to be used. The application when accepted in writing by the other party shall constitute a permit to use jointly the poles covered thereby for attachments and circuits of the character specified in said application in accordance with the terms of this Agreement.

ARTICLE 6

ERECTING, REPLACING, OR RELOCATING POLES

(1) Whenever any jointly used pole, or any pole about to be so used under the provisions of this Agreement, is insufficient in size or strength for the existing attachments and for the proposed immediate additional attachments to be placed thereon, the Owner shall promptly replace such pole with a new pole of the necessary height and strength, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require.

(2) Whenever it is necessary to change the location of a jointly used pole, by reason of any state, municipal, or other governmental requirement, or the requirements of a property owner, the Owner shall, before making such change in location, give notice thereof in writing (except in cases of emergency when verbal notice will be given, and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed relocation; and the Licensee shall, at the time so specified, transfer its attachment to the pole at the new location.

(3) When replacing a jointly used pole carrying terminals of aerial cable, underground connections, transformers or similar equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary to set it in a different location.

ARTICLE 7

PAYMENTS AND COSTS

(1) The cost of erecting new joint poles coming under this Agreement, either as new pole lines, as extensions of existing pole lines, or to replace existing poles, shall be borne by the parties as follows:

(a) The Owner shall bear the entire expense of erecting (I) standard joint poles, (II) joint poles shorter or of a lower class than the standard, and (III) joint poles taller or of a higher class than the standard, the extra height or class of which is due wholly to the Owner's requirements.

(b) The expense of erecting poles taller or of a higher class than the standard, the extra height or higher class of which is due (I) wholly to the Licensee's requirements, or (II) the requirements of both parties, or (III) the requirements of public authority or of property owners, shall be subject to further agreement between the parties hereto.

(2) The Licensee shall pay to the Owner as rental for the use of poles under this agreement $4.50 per pole per year commencing with the year 1972. Each year after the execution of this Agreement, rental payments shall be made on or before February 1 of that year and shall be based on the total number of poles on which space is occupied by or reserved for the Licensee as of the end of the year prior to which such payment becomes due.

ARTICLE 8

MAINTENANCE OF POLES AND ATTACHMENTS

(1) The Owner shall, at its own expense, maintain and repair its joint poles at all times in a safe and serviceable condition and in accordance with the specifications referred to in Article 3 and shall replace or relocate any of its poles with equivalent poles, in accordance with the provisions of Article 7.

(2) Each of the parties hereto shall at its own expense at all times maintain all of its attachments on the joint poles, such maintenance, except with respect to telephone cables on the street side of the poles, to be in accordance with the specifications referred to in Article 3, and shall keep all of its attachments in safe condition and in thorough and complete repair.

(3) Each party agrees to exercise due precaution in the use of any joint poles, and to satisfy itself of their safe condition before performing any work thereon.

(4) When any of the existing joint use construction of either party is generally reconstructed or any changes are made in the arrangement or characteristics of their circuits or attachments, the new or changed parts shall be brought into conformity with Article 3.

(5) When such existing joint use construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Sections (1) and (2) of this Article. The cost of bringing such existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner specified in this Article and in Article 7.

(6) Each party shall place, transfer, rearrange, remove, and maintain its own attachments, perform any tree trimming or cutting incidental thereto, place guys to sustain any unbalanced loads due to its equipment, and shall perform such work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 9

RIGHT OF WAY, GUYS, TREE TRIMMING, ETC.

(1) Each party shall secure its own rights of way, anchor privileges, tree trimming and cutting rights, and guying privileges from property owners or from governmental authorities. It is understood, however, that the parties hereto shall cooperate in obtaining any right of way to be used for any jointly used pole or anchor. Each party shall perform at its own expense the necessary tree trimming or cutting to clear its own attachments properly.

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ARTICLE 9 (Cont'd)

(2) No guarantee, oral or otherwise, is given by the Owner to the Licensee of permission from property owners or others, for the use of its poles or rights of way by the Licensee for the placing thereon of the Licensee's attachments or to trim or cut any trees, and if objection is made thereto and the Licensee is unable to adjust the matter satisfactorily within a reasonable time, the Owner may at any time upon ninety (90) days' notice in writing to the Licensee require the Licensee to remove its attachments from the poles involved and the Licensee shall, within ninety (90) days after receipt of such notice, remove its attachments, anchors, guys, stubs, and brace poles at its own expense. Should the Licensee fail to so remove its attachments, anchors, guys, stubs, or brace poles within said time, the Owner may remove them at the Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on demand.

(3) Unless otherwise specifically agreed to for a particular case, all anchors, guys, guy stubs, brace poles, and ground bracing, shall be placed by and at the expense of the party whose attachments make such work necessary, and such anchors, guys, guy stubs, brace poles, and ground bracing shall not be considered a part of the supporting structure. Where the parties hereto so agree, the anchors, guys, guy stubs, brace poles, and ground bracing of such party necessary on a joint pole may be combined to simplify the reinforcement construction on said pole.

(4) Nothing in this Agreement shall be construed as granting to a third party the right to use anchors, guys, guy stubs, brace poles, and ground bracing placed for the use of the Owner or the joint use of the parties of this Agreement.

ARTICLE 10

ABANDONMENT OF JOINTLY USED POLES

(1) If the Owner desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such poles, but the Licensee shall not have removed all of its attachments therefrom, such poles shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Owner of such poles from all obligation, liability, damage, cost, expenses, or charges incurred thereafter, because of, or arising out of the presence or condition of such pole or of any attachments thereon, and shall pay the Owner a sum based on the requirements of the Licensee and in proportion to the then value in place of such abandoned pole or poles, or *such other equitable sum as may be agreed upon between* the parties.

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

(2) The Licensee may at any time abandon a joint pole by giving due notice thereof in writing to the Owner and by removing therefrom all attachments it may have thereon.

(3) If both parties at the same time abandon any jointly used pole, each party shall at its own expense remove its attachments therefrom and the Owner shall thereupon remove the pole.

ARTICLE 11

DEFAULTS

(1) If either party shall fail to comply with any of the terms of this Agreement and such default continues for sixty (60) days after notice thereof in writing from the other party, all rights of the party in default thereunder to occupy jointly the poles in question shall be automatically terminated and the party in default shall thereupon remove its attachments from the poles in question. Should the party in default fail to remove its attachments within ninety (90) days thereafter, the other party may remove them at the sole expense of the party in default without any liability whatever for such removal or the manner of making it, for which expense the party in default shall reimburse the other party on demand. In case of removal as provided in this Article, the provisions of Article 10 shall apply with the same effect as if the owner of said attachments had removed them upon notice in writing.

(2) If either party shall make default in the performance of any work which it is obligated to do under the terms of this Agreement, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within thirty (30) days after presentation of bills therefore, shall at the election of the other party, constitute a default under Section (1) of this Article.

ARTICLE 12

WAIVER OF TERMS AND CONDITIONS

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

ARTICLE 13

ASSIGNMENT

(1) Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the joint poles or the attachments or rights of way covered by this Agreement to any firm, corporation, or individual without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party, nor shall such written consent be required, to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger of consolidation and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by the purchaser or foreclosure, the transferee, lessee, assignee, merging or consolidating company, or trustee under such merger, as the case may be.

(2) Authority and responsibility for permitting the placing of electric supply or other similar attachments which properly take a position in the space reserved for the facilities of the City shall rest solely with the City. For such attachments the City may issue licenses in its own name and charge and retain thereunder such rental fee as it sees fit.

(3) Authority and responsibility for permitting the placing of telephone, telegraph, or other similar attachments which properly take a position in the space reserved for the facilities of the Telephone Company shall rest solely with the Telephone Company. For such attachments, the Telephone Company may issue licenses in its own name and charge and retain thereunder such rental fee as it sees fit.

(4) Subject to all of the terms of this Agreement, either party may permit any private corporation conducting a business of the same general character as that of such party, and owned, operated, leased or controlled by it or associated or affiliated with it in interest, or connecting with it, the use of all or part of the space reserved hereunder on any joint poles covered by this Agreement for the attachments of such party.

(5) Any attachments or activity by a third party permitted by a party to this Agreement to occupy its standard space shall be treated in all respects, for the purpose of this Agreement, as if such third party attachments and activity were the property and activity of the party so permitting, and the rights, obligations, and liability of such party under this Agreement with respect to such attachments and activity shall be the same as if it were the actual owner thereof.

ARTICLE 14

EXISTING CONTRACTS

All agreements now existing between the parties hereto or their predecessors for the joint use of poles within the territory covered by this Agreement, are hereby cancelled and terminated. The poles and attachments covered by such agreements as are hereby terminated shall be brought under and covered by all the terms and conditions of this Agreement in all respects and for all purposes; provided, however, that any undischarged liability or any unsatisfied obligations incurred under such agreements shall not be affected by such termination.

ARTICLE 15

REVIEW OF AGREEMENT

At the expiration of three (3) years after the execution of this Agreement, and annually thereafter, either of the parties hereto may request, in writing, a review of the terms of this Agreement and/or the specifications mentioned herein, and such review shall be made within ninety (90) days after the receipt of such request; provided, however, that nothing herein contained shall prevent changes being made in this Agreement at any time by mutual consent of the parties hereto. The term of this Agreement shall remain in full force until such revisions or changes are approved in writing by both of the parties hereto.

ARTICLE 16

TERM OF AGREEMENT

This Agreement may be terminated at any time after the first day of January, 1975, upon notice in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day and year first above written.

Attest:

Secretary

THE OHIO BELL TELEPHONE COMPANY

BY W H Carmell

Vice President and General Manager

Approved as to form

Attorney

Attest:

[redacted]

[redacted] - Agreement - Joint Use of Poles

Copy to: 4-29-60

* District Plant Engineer
[redacted]

For your information.
W. R. COWAN "A 2-9900 1-J-3

Plant Engineer-[redacted]
WRC:mer

[redacted] Ohio
April 2[illegible], 1960

[redacted]

Dear Sir:

This is in reference to your letter of December 16, 1959, regarding action taken at your meeting on December 15, 1959, indicating your desire to change the joint pole agreement rental rate from the present $2.00 per pole per year to $3.00 per pole per year.

As of December 31, 1959 there were 755 poles owned by [redacted] and 179 poles owned by The Ohio Bell Telephone Company. During 1959 our people inspected and found 268 poles that were in need of replacement. In this group of poles 96 were found to be in dangerous condition and have been marked with a red "X".

Just recently our people got approval to replace 30 of your poles. This means that there are still 238 poles to be replaced before all deteriorated poles will be taken care of. If these poles are replaced by us an equitable balance in poles would be established and if such balance were maintained in the future any need for a revised rental rate would be avoided.

Article 8 of the agreement dated January 1, 1925, under the subject, "Maintenance of Poles and Attachments", states in part as follows:

> "(a) The Custodian shall maintain all poles in its custody in safe and serviceable condition.
>
> "(b) Any existing joint use construction of the parties hereto which does not conform to the said specifications shall be brought into conformity therewith whenever replacements of poles or attachments is necessary on account of obsolescence, decay or other reasons."

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

It is suggested that the $2.00 per year rate be continued and the balance between pole ownership be established after which any change in rate will not exist.

We will be glad to work with you on programming of pole replacements.

Thank you for your co-operation in this matter.

Very truly yours,

K H Eggert

District Plant Engineer-
Joint Relations

KHE:mlk

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

JOINT USE POLE AGREEMENT

WITH

[redacted]

THIS AGREEMENT, made this 1st day of January 1, 1972, by and between [redacted] and The Ohio Bell Telephone Company, a corporation of the State of Ohio, having its principal office at [redacted] Ohio, hereinafter called the "Telephone Company".

W I T N E S S E T H

WHEREAS, the City and the Telephone Company desire to establish joint use of their respective poles when and where joint use shall be of mutual advantage, and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including consideration of safety and economy, and each of them should be judge of what the character of its circuits should be to meet its own service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, certain terms when used herein shall have the following meaning:

(1) JOINT USE is the simultaneous use of any pole for the attachments of both parties, in conformity with the specifications referred to in Article 3, except as provided in Sections (4) and (5) of Article 2.

(2) JOINT POLE is a pole occupied simultaneously by the attachments of both parties or upon which space is provided under this Agreement for the attachments of both parties, whether or not such space is actually occupied by attachments.

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

(3) STANDARD JOINT POLE is a wood pole which is just tall enough to provide standard space for the respective parties as specified in Section (4) of this Article and of adequate strength for the attachments used, as provided in Article 3. Normally, a standard joint pole under this Agreement shall be a 40-foot, class 5 pole.

(4) STANDARD SPACE is the following described space on a standard joint pole for the exclusive use of each party hereto, respectively:

(Except only as to the portion of the space which, under the provisions of Administrative Order No. 72 referred to in Article 3, may be occupied by certain attachments, therein described, of the other party.)

(a) For the City the uppermost 12 feet which includes all of the neutral space required by the specifications referred to in Article 3.

(b) For the Telephone Company, a space of 3½ feet, below the space of the City.

(c) The Telephone Company's space shall be at such height above the ground that the lowest horizontally run line wires or cables attached therein will have such vertical clearances from the ground, highways, railways, etc., as is consistent with safe practice and as will conform to local, state and federal requirements.

(d) The space below the Telephone Company's space may be used for such attachments of either party as do not conflict with the specifications referred to in Article 3.

(e) A pole of less than the standard height and class may be used jointly where mutually acceptable.

(5) ATTACHMENTS are any material or apparatus now or hereafter attached to a joint pole by the parties hereto.

(6) TRANSFERRING is the moving of attachments from one pole to another.

(7) REARRANGING is the moving, relocating, or otherwise reconstructing of attachments on a joint pole.

(8) OWNER is the party owning a pole at the time such pole is brought under the terms of this Agreement.

(9) LICENSEE is the party having the right under this Agreement to make attachments to a pole of which the other party is the owner.

(10) RESERVED as applied to space on a pole, is that unoccupied space provided and maintained by the Owner, either for its own use, or expressly for the Licensee's request.

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

ARTICLE 2

SCOPE OF AGREEMENT

(1) This Agreement defines the rights and obligations of the parties hereto arising out of the arrangements between them governing the joint use of poles.

(2) This Agreement shall be in effect in [redacted], and vicinity in which both parties to this Agreement now or may hereafter operate, and shall cover all wood poles of each of the parties now existing or hereafter erected or acquired in the above territory when such poles are brought hereunder in accordance with the procedure hereinafter provided.

(3) Each party reserves the right to exclude from joint use (1) poles which, in the Owner's judgement, are necessary for its own sole use; and (2) poles which carry, or are intended by the Owner to carry, circuits of such character that in the Owner's judgement the proper rendering of its service now or in the future makes joint use of such poles undesirable.

(4) If either party desires to attach wires or cables to poles of the other party for the sole purpose of providing clearance between such poles and its wires and cables, those poles shall not be considered to be jointly used under the terms and conditions of this Agreement. Such clearance contacts shall be placed and maintained in accordance with the specifications referred to in Article 3.

(5) If either party desires to attach guy wires to poles of the other party, those poles shall not be considered to be jointly used under the terms and conditions of this Agreement.

ARTICLE 3

SPECIFICATIONS

The joint use of poles covered hereunder shall at all times be in conformity with the terms and provisions of Administrative Order No. 72 of the Public Utilities Commission of the State of Ohio adopted March 25, 1923, or any lawful revision or modifications thereof, or additions thereto; except that it is mutually agreed as between the parties hereto that no electric light or power wires of any distribution voltage higher than 15,000 volts between any two wires without the advance concurrence of the Telephone Company shall be placed on the poles covered by this Agreement.

ARTICLE 4

ESTABLISHING JOINT USE OF EXISTING POLES

Whenever either party desires to place attachments or reserve space on any existing pole of the other, it shall make written application therefore, specifying in such application, the location of such pole, the number and kind of attachments, and the character of the circuits to be used. The Owner shall, within ten (10) days thereafter, notify the Applicant in writing of its acceptance or rejection of such application. Upon receipt of the Owner's acceptance of such application, and after the completion of any required transferring or rearranging, including necessary pole replacements as provided in Section (1) of Article 6, the Applicant shall have the right as Licensee hereunder to use said space for attachments and circuits of the character specified in said application in accordance with the terms of this Agreement.

ARTICLE 5

ESTABLISHING JOINT USE OF NEW POLES

Each party shall keep the other party informed in writing as to plans for the construction of new pole lines or the reconstruction of existing pole lines which may be used jointly, and shall offer the other party the joint use of such new poles. If the other party desires joint use of such poles, it shall make written application therefore within ten (10) days after the receipt of such notice, specifying in such application the number and kind of attachments and the character of the circuits to be used. The application when accepted in writing by the other party shall constitute a permit to use jointly the poles covered thereby for attachments and circuits of the character specified in said application in accordance with the terms of this Agreement.

ARTICLE 6

ERECTING, REPLACING, OR RELOCATING POLES

(1) Whenever any jointly used pole, or any pole about to be so used under the provisions of this Agreement, is insufficient in size or strength for the existing attachments and for the proposed immediate additional attachments to be placed thereon, the Owner shall promptly replace such pole with a new pole of the necessary height and strength, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require.

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

ARTICLE 6 (Cont'd)

(2) Whenever it is necessary to change the location of a jointly used pole, by reason of any state, municipal, or other governmental requirement, or the requirements of a property owner, the Owner shall, before making such change in location, give notice thereof in writing (except in cases of emergency when verbal notice will be given, and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed relocation; and the Licensee shall, at the time so specified, transfer its attachment to the pole at the new location.

(3) When replacing a jointly used pole carrying terminals of aerial cable, underground connections, transformers or similar equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary to set it in a different location.

ARTICLE 7

PAYMENTS AND COSTS

(1) The cost of erecting new joint poles coming under this Agreement, either as new pole lines, as extensions of existing pole lines, or to replace existing poles, shall be borne by the parties as follows:

(a) The Owner shall bea. the entire expense of erecting (I) standard joint poles, (II) joint poles shorter or of a lower class than the standard, and (III) joint poles taller or of a higher class than the standard, the extra height or class of which is due wholly to the Owner's requirements.

(b) The expense of erecting poles taller or of a higher class than the standard, the extra height or higher class of which is due (I) wholly to the Licensee's requirements, or (II) the requirements of both parties, or (III) the requirements of public authority or of property owners, shall be subject to further agreement between the parties hereto.

(2) The Licensee shall pay to the Owner as rental for the use of poles under this agreement $4.50 per pole per year commencing with the year 1972. Each year after the execution of this Agreement, rental payments shall be made on or before February 1 of that year and shall be based on the total number of poles on which space is occupied by or reserved for the Licensee as of the end of the year prior to which such payment becomes due.

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

ARTICLE 8

MAINTENANCE OF POLES AND ATTACHMENTS

(1) The Owner shall, at its own expense, maintain and repair its joint poles at all times in a safe and serviceable condition and in accordance with the specifications referred to in Article 3 and shall replace or relocate any of its poles with equivalent poles, in accordance with the provisions of Article 7.

(2) Each of the parties hereto shall at its own expense at all times maintain all of its attachments on the joint poles, such maintenance, except with respect to telephone cables on the street side of the poles, to be in accordance with the specifications referred to in Article 3, and shall keep all of its attachments in safe condition and in thorough and complete repair.

(3) Each party agrees to exercise due precaution in the use of any joint poles, and to satisfy itself of their safe condition before performing any work thereon.

(4) When any of the existing joint use construction of either party is generally reconstructed or any changes are made in the arrangement or characteristics of their circuits or attachments, the new or changed parts shall be brought into conformity with Article 3.

(5) When such existing joint use construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Sections (1) and (2) of this Article. The cost of bringing such existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner specified in this Article and in Article 7.

(6) Each party shall place, transfer, rearrange, remove, and maintain its own attachments, perform any tree trimming or cutting incidental thereto, place guys to sustain any unbalanced loads due to its equipment, and shall perform such work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 9

RIGHT OF WAY, GUYS, TREE TRIMMING, ETC.

(1) Each party shall secure its own rights of way, anchor privileges, tree trimming and cutting rights, and guying privileges from property owners or from governmental authorities. It is understood, however, that the parties hereto shall cooperate in obtaining any right of way to be used for any jointly used pole or anchor. Each party shall perform at its own expense the necessary tree trimming or cutting to clear its own attachments properly.

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

ARTICLE 9 (Cont'd)

(2) No guarantee, oral or otherwise, is given by the Owner to the Licensee of permission from property owners or others, for the use of its poles or rights of way by the Licensee for the placing thereon of the Licensee's attachments or to trim or cut any trees, and if objection is made thereto and the Licensee is unable to adjust the matter satisfactorily within a reasonable time, the Owner may at any time upon ninety (90) days' notice in writing to the Licensee require the Licensee to remove its attachments from the poles involved and the Licensee shall, within ninety (90) days after receipt of such notice, remove its attachments, anchors, guys, stubs, and brace poles at its own expense. Should the Licensee fail to so remove its attachments, anchors, guys, stubs, or brace poles within said time, the Owner may remove them at the Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on demand.

(3) Unless otherwise specifically agreed to for a particular case, all anchors, guys, guy stubs, brace poles, and ground bracing, shall be placed by and at the expense of the party whose attachments make such work necessary, and such anchors, guys, guy stubs, brace poles, and ground bracing shall not be considered a part of the supporting structure. Where the parties hereto so agree, the anchors, guys, guy stubs, brace poles, and ground bracing of such party necessary on a joint pole may be combined to simplify the reinforcement construction on said pole.

(4) Nothing in this Agreement shall be construed as granting to a third party the right to use anchors, guys, guy stubs, brace poles, and ground bracing placed for the use of the Owner or the joint use of the parties of this Agreement.

ARTICLE 10

ABANDONMENT OF JOINTLY USED POLES

(1) If the Owner desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such poles, but the Licensee shall not have removed all of its attachments therefrom, such poles shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Owner of such poles from all obligation, liability, damage, cost, expenses, or charges incurred thereafter, because of, or arising out of the presence or condition of such pole or of any attachments thereon, and shall pay the Owner a sum based on the requirements of the Licensee and in proportion to the then value in place of such abandoned pole or poles, or such other equitable sum as may be agreed upon between the parties.

ARTICLE 10 (Cont'd)

(2) The Licensee may at any time abandon a joint pole by giving due notice thereof in writing to the Owner and by removing therefrom all attachments it may have thereon.

(3) If both parties at the same time abandon any jointly used pole, each party shall at its own expense remove its attachments therefrom and the Owner shall thereupon remove the pole.

ARTICLE 11

DEFAULTS

(1) If either party shall fail to comply with any of the terms of this Agreement and such default continues for sixty (60) days after notice thereof in writing from the other party, all rights of the party in default thereunder to occupy jointly the poles in question shall be automatically terminated and the party in default shall thereupon remove its attachments from the poles in question. Should the party in default fail to remove its attachments within ninety (90) days thereafter, the other party may remove them at the sole expense of the party in default without any liability whatever for such removal or the manner of making it, for which expense the party in default shall reimburse the other party on demand. In case of removal as provided in this Article, the provisions of Article 10 shall apply with the same effect as if the owner of said attachments had removed them upon notice in writing.

(2) If either party shall make default in the performance of any work which it is obligated to do under the terms of this Agreement, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within thirty (30) days after presentation of bills therefore, shall at the election of the other party, constitute a default under Section (1) of this Article.

ARTICLE 12

WAIVER OF TERMS AND CONDITIONS

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

ARTICLE 13

ASSIGNMENT

(1) Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the joint poles or the attachments or rights of way covered by this Agreement to any firm, corporation, or individual without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party, nor shall such written consent be required, to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger of consolidation and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by the purchaser or foreclosure, the transferee, lessee, assignee, merging or consolidating company, or trustee under such merger, as the case may be.

(2) Authority and responsibility for permitting the placing of electric supply or other similar attachments which properly take a position in the space reserved for the facilities of the City shall rest solely with the City. For such attachments the City may issue licenses in its own name and charge and retain thereunder such rental fee as it sees fit.

(3) Authority and responsibility for permitting the placing of telephone, telegraph, or other similar attachments which properly take a position in the space reserved for the facilities of the Telephone Company shall rest solely with the Telephone Company. For such attachments, the Telephone Company may issue licenses in its own name and charge and retain thereunder such rental fee as it sees fit.

(4) Subject to all of the terms of this Agreement, either party may permit any private corporation conducting a business of the same general character as that of such party, and owned, operated, leased or controlled by it or associated or affiliated with it in interest, or connecting with it, the use of all or part of the space reserved hereunder on any joint poles covered by this Agreement for the attachments of such party.

(5) Any attachments or activity by a third party permitted by a party to this Agreement to occupy its standard space shall be treated in all respects, for the purpose of this Agreement, as if such third party attachments and activity were the property and activity of the party so permitting, and the rights, obligations, and liability of such party under this Agreement with respect to such attachments and activity shall be the same as if it were the actual owner thereof.

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

ARTICLE 14

EXISTING CONTRACTS

All agreements now existing between the parties hereto or their predecessors for the joint use of poles within the territory covered by this Agreement, are hereby cancelled and terminated. The poles and attachments covered by such agreements as are hereby terminated shall be brought under and covered by all the terms and conditions of this Agreement in all respects and for all purposes; provided, however, that any undischarged liability or any unsatisfied obligations incurred under such agreements shall not be affected by such termination.

ARTICLE 15

REVIEW OF AGREEMENT

At the expiration of three (3) years after the execution of this Agreement, and annually thereafter, either of the parties hereto may request, in writing, a review of the terms of this Agreement and/or the specifications mentioned herein, and such review shall be made within ninety (90) days after the receipt of such request; provided, however, that nothing herein contained shall prevent changes being made in this Agreement at any time by mutual consent of the parties hereto. The term of this Agreement shall remain in full force until such revisions or changes are approved in writing by both of the parties hereto.

ARTICLE 16

TERM OF AGREEMENT

This Agreement may be terminated at any time after the first day of January, 1975, upon notice in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day and year first above written.

Attest: THE OHIO BELL TELEPHONE COMPANY

Secretary

BY W H Cornell

Vice President and General Manager

Approved as to form

Attorney

Attest:

[redacted]

[redacted]

[redacted]

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

BELL SYSTEM PRACTICES
Outside Plant Engineering
Structural Coordination

[redacted] October, 1965
Ohio Bell Telephone Company
[redacted]

GENERAL AGREEMENT

FOR

JOINT USE OF WOOD POLES

BETWEEN

[redacted]

AND

THE OHIO BELL TELEPHONE COMPANY

RESTRICTED ACCESS CONFIDENTIAL INFORMATION

RESOLUTION NO. C-4179

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY PURCHASING AGENT TO ENTER INTO A JOINT USE OF POLES AGREEMENT WITH THE OHIO BELL TELEPHONE COMPANY

WHEREAS, it is necessary and desirable for [redacted] and the Ohio Bell Telephone Company to use the same electric and telephone poles when feasible to do so.

NOW, THEREFORE, BE IT RESOLVED by the Commission of [redacted], the majority of all members elected or appointed thereto concurring:

SEC. 1: That the City Purchasing Agent be, and he is hereby authorized and directed to enter into a contract on behalf of [redacted] with the Ohio Bell Telephone Company for the joint use of telephone and electric poles, a copy of said contract being hereto attached and marked Exhibit A.

SEC. 2: That this resolution shall take effect and be in force from and after the earliest period allowed by law.

[redacted]

PASSED: September 7, 1965

ATTEST: [redacted]

CLERK OF COMMISSION

AGREEMENT

COVERING THE JOINT USE OF POLES

BETWEEN

[redacted]

AND

THE OHIO BELL TELEPHONE COMPANY

EFFECTIVE AUGUST 1, 1965

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RESTRICTED ACCESS CONFIDENTIAL INFORMATION

AGREEMENT COVERING
THE JOINT USE OF POLES BETWEEN
[redacted]
AND
THE OHIO BELL TELEPHONE COMPANY

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RESTRICTED ACCESS CONFIDENTIAL INFORMATION

COVERING THE JOINT USE OF POLES
ON A RENTAL BASIS

THIS AGREEMENT, made as of the first day of August 1, 1965 by and between [redacted] and the Ohio Bell Telephone Company, a corporation of the State of Ohio, (hereinafter sometimes called the "Telephone Company"),

W I T N E S S E T H :

WHEREAS, the Electric Utility and the Telephone Company desire to provide for the joint use of their respective poles when and where such joint use will be of mutual advantage in meeting their service requirements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

This agreement shall be in effect in such portions of the State of Ohio as both parties hereto now or in the future have the right to operate, and shall cover all wood poles of each of the parties now existing or hereafter erected or acquired in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided. Each party reserves the right to exclude from joint use such of its poles which, in Owner's judgment (1) are necessary for its own sole use; or (2) carry, or are intended to carry, circuits of such a character that the proper rendering of its service now or in the future makes joint use of such poles undesirable.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this agreement, the following terms, when used herein, shall have the following meanings:

(a) BASIC POLE means a 35-foot Class 5 wood pole conforming to the latest specifications of the American Standards Association, and having a preservative treatment in accordance with the best modern practice. For the purpose of this agreement it is agreed between the parties hereto that such basic pole provides space and strength for the requirements of both parties in normal joint use as hereinafter set forth. Nothing herein contained shall be construed to preclude the use of poles hereunder other than the Basic Pole provided that such poles provide the necessary space for the attachments of both parties and comply with the specifications hereinafter referred to.

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(b) REQUIREMENTS of a party affecting the height of a pole, means the resultant effect on the height of the pole due to vertical space occupied by or reserved for the attachments of such party, together with such excess separations or clearances which are provided at the request of such party.

(c) REQUIREMENTS of a party, affecting the strength of a pole, means the resultant effect upon the strength of the pole due to the number and kind of such party's attachments, including any excess over the minimum strength required by the specifications referred to in Article VII, which is provided at the request of such party.

ARTICLE III

NORMAL JOINT USE AND SPACE UTILIZATION

(a) It is agreed that normal joint use involves attachments of the Electric Utility of such character and so located that the bottom of the lowest attachment of the Electric Utility will not be more than five feet below the top of the pole and attachments of the Telephone Company of such character and so located that the distance between the uppermost attachment of the Telephone Company and the lowest horizontally run wire or cable of the Telephone Company will not be more than three feet. The attachments of the Telephone Company are to be so located as to provide at all times the minimum clearance from ground and not less than the minimum separation from attachments of the Electric Utility required by the specifications referred to in Article VII.

(b) Nothing herein shall preclude either party from installing or continuing on any joint use pole any attachments necessary for the conduct of its business. In case attachments of either party constituting requirements, as defined in Article II hereof, are in excess of the normal joint use of such party as defined in this Article and such excess requirements of such party make necessary a pole, for the use of both parties, taller and/or stronger than the Basic Pole, as defined in Article II hereof, such increase in height or strength shall be deemed to be due to the requirements of such party and the cost of such increase in height or strength shall be borne as provided in Article V, Section (e) hereof.

(c) The specifications referred to in Article VII hereof permit certain attachments of a party to be located within the space normally occupied by the attachments of the other party or within space not normally occupied by attachments of either party. The attachments referred to may be attachments such as vertical runs, street lamps, street lamp span wires, guy attachments, and telephone cable terminal boxes. It is hereby agreed that the use of such attachments shall be allowed. In case their use makes necessary an increase in height, or strength, of pole, such use shall be considered as being a part of the requirements of the party owning such attachments and the cost of such increase in height or strength shall be borne as provided in Article V, Section (e).

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(d) By mutual agreement, in writing, either party may occupy a portion of the space provided for the use of the other party on an existing or a newly erected pole but which is not fully needed for the purpose of such other party at the time, provided that the specifications referred to in Article VII are fully complied with. In case, however, the party by whom such space is provided desires at any time to make full use of its space, and it becomes necessary thereby to replace the pole, the replacement shall be deemed to be necessary because of the requirements of the party whose attachments encroach upon the space provided for the other party. If it is practicable to eliminate the encroachment without replacing the pole but by rearranging the attachments of the encroaching party, such party shall do so.

ARTICLE IV

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

(a) Whenever either party desires to reserve space on any pole of the other for any attachments requiring space thereon not then specifically reserved hereunder for its use, it shall make written application to the Owner therefor, specifying in such notice the location of the pole in question, the kind of attachments which it desires to place thereon, the amount of space desired, the height and class of pole necessary for the proposed loading, and the character of the circuits to be used. Within ten (10) days after the receipt of such notice, Owner shall notify the Applicant, in writing, whether or not it is willing to permit the joint use of its pole and if so under what conditions. Upon receipt of notice from Owner that permission for joint use is granted, and after the completion of any transferring or rearranging which is then required with respect to attachments on said poles, including any necessary pole replacements as provided in Article V (a) hereof, the Applicant shall have the right as Licensee hereunder to use said space for attachments and under the conditions specified in said permit in accordance with the terms of this agreement. If either party intends to change the characteristics of its circuits within one (1) year after the date of the above-mentioned permit, it shall so state in its application or permit, as the case may be, giving the character of such circuits after the contemplated change.

(b) Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer, and remove its own attachments and do any tree trimming or cutting incidental thereto, as provided by Section C of this Article, and shall place such guys as are necessary to sustain the unbalanced strain of its own attachments and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party. Each party shall perform its work at its own expense.

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(c) Both parties shall cooperate on any tree trimming or removal when such is a hazard to the pole line or to both electric or communication service. The expense as mutually agreed upon and in proportion determined by inspection of each case by the field forces of both parties.

ARTICLE V

ERECTING, REPLACING, OR RELOCATING POLES

(a) Whenever any jointly used pole or an existing pole about to be used jointly under the provisions of this agreement, is insufficient in size or strength for the existing attachments and the proposed immediate additional attachments thereon, Owner shall promptly replace such pole with a new pole of the necessary size and strength, in accordance with the provisions of Sections (e) and (f) of this Article, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require.

(b) Whenever it is necessary to replace or change the location of a jointly used pole, Owner shall, before making such change, give notice thereof in writing (except in cases of emergency when oral notice may be given and subsequently confirmed in writing) to Licensee, specifying in such notice the time of such proposed change and Licensee shall promptly cooperate to transfer its attachments. Subject to the provisions of Section (f) of this Article, the old pole shall be removed and disposed of by Owner, unless otherwise agreed to by Owner of the pole and Licensee. In case of any such pole replacement where Owner has transferred or removed its attachments and Licensee has not transferred or removed its attachments within sixty (60) days after receipt of written notice that Owner has transferred or removed its attachments, Licensee shall thereupon become responsible for such old pole as provided in Section (a) of Article X. In the case of any such pole replacement or relocation where the existing pole was adequate in height or strength, in accordance with specifications referred to herein, for the existing or proposed attachments of both parties and satisfactory to one party as to condition or location but not to the other party, the party desiring the replacement or relocation shall bear the entire expense of both parties in making the change.

(c) Whenever either party hereto is about to erect new poles within the territory covered by this agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the other in writing as soon as possible before beginning the work (oral notice subsequently confirmed in writing may be given in cases of emergency) and shall submit with such notice its plans showing the proposed location and size of the new poles and the character of circuits it will use thereon. The other party shall, within ten (10) days after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not, desire to reserve space on the said poles, and if it does desire to reserve space thereon, it shall make application therefor in the manner stated in Article IV herein. If such other party requests space on the new poles and if permission for such joint

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use is granted by Owner, then poles suitable for the said joint use shall be erected in accordance with the provisions of Sections (d) and (e) of this Article.

(d) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected in [redacted], the parties shall take into consideration the desirability of having the new pole facilities owned by the Electric Utility. In any case where the parties shall conclude arrangements for the joint use of any new poles to be erected outside [redacted], and the party proposing to construct the new pole facilities already owns more than its proportionate share of such joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of such joint poles so as to work towards such a division of ownership of the joint poles outside [redacted] that neither party shall be obligated to pay to the other any rentals on such joint poles because of their respective use of such joint poles owned by the other.

(e) The costs of erecting new jointly used poles under this agreement either as new pole lines, as extensions of existing pole lines or to replace existing jointly used or non-jointly used poles shall be borne by the parties as follows:

1. A basic pole, or a pole shorter or weaker than the basic pole, shall be erected at the sole expense of Owner.

2. A pole taller or stronger than the basic pole, the extra height or strength of which is due wholly to Owner's requirements, shall be erected at the sole expense of Owner.

3. In the case of a pole taller or stronger than the basic pole, the extra height or strength of which is due solely to Licensee's requirements, Licensee shall bear the difference between the cost in place of such a pole and the cost in place of a basic pole, the balance of the cost of erecting such pole to be borne by Owner.

4. In the case of a pole taller or stronger than the basic pole, the extra height or strength of which is due to the requirements of both parties, Licensee shall pay to Owner a sum equal to one-half the difference between the cost in place of such pole and the cost in place of a basic pole, the rest of the cost of erecting such pole to be borne by Owner.

5. In the case of a pole taller or stronger than the basic pole, where a height or strength in addition to the minimum needed to meet the requirements of both parties hereto and to comply with the specifications hereinafter referred to is necessary because of lawfully imposed requirements of other parties, one-half of the excess cost in place of such pole due to such requirements shall be borne by Licensee; the rest of the cost of such pole shall be borne as provided in that one of the preceding paragraphs 1,2,3, and [redacted] within which it would otherwise properly fall.

6. A pole erected between existing poles in the same longitudinal run to provide sufficient clearance and furnished adequate strength to support the circuits of both the Owner and Licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the Licensee.

7. Where a new pole is erected to carry the attachments of both parties and located between the existing poles because one party hereto is installing a new pole line which will cross the existing line of the other party in a transverse direction, such new pole shall provide proper separations and adequate strength for attachments of both parties and shall be furnished and erected at the sole expense of the party constructing the new line and shall upon installation be the property of said party. The other party hereto shall make necessary attachments to the new pole.

(f) Where a new pole is erected hereunder to replace an existing pole solely to adequately provide for the attachments Licensee proposes to place on the new pole, Licensee covenants and agrees to pay Owner a sum equal to the then value in place of the pole which is replaced. The replaced pole shall be removed and retained by its owner. Such sums shall be payable in addition to any amounts payable by Licensee under paragraphs 3, 4, or 5 of Section (e) of this Article.

(g) Where Electric Utility desires to make an attachment using a pole top extension fixture in lieu of a taller pole and where the use of the pole top extension fixture meets the requirements of the Specifications of Article VII, it shall be provided and installed at the sole expense of Electric Utility.

(h) Any payments made by Licensee under the foregoing provisions of this Article for poles taller or stronger than the basic pole shall preclude any increased rentals and shall not in any way affect the ownership of said pole. Whenever by the terms of this Article a pole becomes the property of Licensee, Owner shall give Licensee a bill of sale covering the pole or poles on each such transaction.

(i) The parties hereto agree that any payments to be made by one party to the other under any of the foregoing provisions of this Article may be determined from mutually agreed upon billing tables to the extent provided therein.

(j) When replacing a jointly used pole carrying terminals of aerial cable, loading coil cases, underground connections, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary, or mutually desirable to set it in a different location. When necessary, both parties shall cooperate in the replacement of such jointly used poles.

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ARTICLE VI

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

(a) When either party desires to change the character of its circuits on jointly used poles such party shall give written notice to the other party ninety (90) days prior to such contemplated change and the parties shall promptly cooperate to determine whether or not joint use of the poles involved shall be continued. If the other party agrees in writing to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes as may be agreed upon, including such changes in construction as may be required to meet the terms of the specifications referred to in Article VII for the character of circuits involved. The parties shall cooperate to determine an equitable apportionment of the net expense of such change.

(b) If within sixty (60) days after receipt of notice of the contemplated change it is agreed not to continue the joint use of such poles or if no agreement has been reached, the parties shall promptly cooperate to determine the most practical and economical method of effectively providing for separate lines. The party whose circuits are to be moved shall promptly carry out the necessary work. Unless otherwise agreed by the parties, the ownership of any new line constructed under the foregoing provisions of this Article in a new location shall vest in the party for whose use it is constructed. The net cost of re-establishing such circuits in the new location necessary to furnish the same or equivalent facilities that existed in the joint use at the time such change was decided upon shall be equitably apportioned between the parties hereto except under the following conditions:

1. If at the time joint use was entered into the party changing the characteristics of its circuits had notified the other party of its intentions to do so within one (1) year and if the change is made within that period, the party making the change of circuit characteristics shall not be required to bear any portion of said net cost;

2. In case a new line is constructed hereunder for the sole use of Owner of the old jointly used line of poles the removal of its attachments therefrom shall constitute an abandonment of the joint use of the poles in the old line under the terms of Article X hereof.

(c) The net cost of establishing the same or equivalent facilities in the new location shall be exclusive of any increased cost due to the substitution for the existing facilities of other facilities of a substantially new or improved type or of increased capacity, but shall include only the cost of removing attachments from the old poles and the cost of placing the same or equivalent attachments on the poles in the new location.

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ARTICLE VII

SPECIFICATIONS

(a) Except as otherwise provided in Section (b) of Article IX, the joint use of poles covered by this agreement should at all times be in conformity with the terms and provisions of the specifications entitled "Joint Pole Practices for Supply and Communication Circuits" and identified as Edison Electric Institute Publication No. M12, except that such requirements of statutes, ordinances, and rulings of state or local authorities of the territory covered by this agreement, including but not limited to Administrative Order No. 72 of the Public Utilities Commission of the State of Ohio, as it applies to public right-of-way, as are in excess of E.E.I. Publication No. M12, shall govern the joint use under this agreement. In any case where pole steps are to be placed on a jointly used pole after the date of this agreement, no permanent step on such pole shall be located less than eight (8) feet above the ground or other readily accessible place. In the case of any poles previously stepped in accordance with these specifications and so located that either of the parties hereto deems it advisable to modify the method of stepping, such party may notify the other party to that effect and if mutually agreed to the stepping shall be changed so that no permanent step on such pole shall be located less than eight (8) feet above the ground or other readily accessible place.

(b) These specifications may be amended from time to time as made necessary by developments and improvements in the art and as may be mutually agreed upon and approved in writing by representatives designated by the parties hereto.

ARTICLE VIII

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

Owner shall not be required to secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of attachments of Licensee and Owner does not guarantee any easements, rights of way or franchises for the construction and maintenance of said attachments, and if objection is made thereto and Licensee is unable to satisfactorily adjust the matter within a reasonable time, Owner may at any time, upon notice in writing to Licensee, require Licensee to remove its attachments from the poles involved, and Licensee shall, within ninety (90) days after receipt of said notice, remove its attachments from such poles at its sole expense. Should Licensee fail to remove its attachments as herein provided, Owner may remove them at Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense Licensee shall reimburse Owner on demand.

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ARTICLE IX

MAINTENANCE OF POLES AND ATTACHMENTS

(a) Owner shall, at its own expense, maintain its jointly used poles in a safe and serviceable condition, and in accordance with the specifications referred to in Article VII, and shall replace, subject to the provisions of Article V, such of said poles as become defective. Except as otherwise provided in Section (b) of this Article, each party shall, at its own expense, at all times maintain all of its attachments in accordance with the specifications referred to in Article VII, and keep them in safe condition and in thorough repair; provided, however, that neither party shall be required to relocate any cable installed prior to the date of this agreement, and carried on one side of any pole, so as to occupy the other side thereof.

(b) Any existing joint use construction of the parties hereto which does not conform to the specifications referred to in Article VII, shall be brought into conformity therewith and the plan for and order of carrying on the work shall be as mutually agreed upon by the parties hereto. In case of reconstruction of the attachments on any joint use pole or in case of replacement of any joint use pole, the pole and any attachments thereon shall be made to conform to such specifications.

1. When such existing joint use construction shall have been brought into conformity with the specifications referred to in Article VII, it shall at all times thereafter be maintained as provided in Section (a) of this Article.

2. The cost of bringing such existing joint use construction into conformity with the specifications referred to in Article VII shall be borne by the parties hereto in the manner provided in Section (b) of Article IV and Sections (e) and (f) of Article V.

ARTICLE X

ABANDONMENT OF JOINTLY USED POLES

(a) If Owner desires at any time to abandon any jointly used pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, Owner shall have no attachments on such pole but Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of Licensee, and Licensee shall save harmless of the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not growing out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay Owner a sum equal to the then

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value in place of such abandoned pole or poles or such other equitable sum as may be agreed upon between the parties. Credit shall be allowed for the same fraction of the existing value in place of the pole as Licensee previously contributed to the original cost of the pole in place. In case record of such payment is not available the credit due Licensee may be as agreed upon the basis of current costs of poles. Owner shall give to Licensee a bill of sale covering the pole or poles involved in each such transaction.

(b) Licensee may at any time abandon the use of a jointly used pole by removing therefrom any and all attachments it may have thereon and by giving due notice of the completion of such removal in writing to Owner. However, where a pole had previously been replaced at the request of the Licensee to permit joint use or to reserve space, the minimum period for which a rental charge is to be made shall be four years.

(c) When a request or order for the removal of overhead construction on jointly used poles is received by either or both of the parties hereto, they shall immediately notify the other party and the two parties agree to confer on plans for carrying out of the request or order in a mutually satisfactory manner.

ARTICLE XI

RENTALS

(a) On or about August 1 of each year the parties acting in cooperation shall, subject to the provisions of Section (b) of this Article, tabulate the total number of joint poles in use as of the preceding day, and the number of poles on which either party as Licensee removed all of its attachments during the twelve preceeding months, which tabulation shall indicate the number of poles which each party owns on which rentals are to be paid by the other party.

(b) For the purpose of such tabulation, any pole used by the licensee for the sole purpose of attaching wires or cables thereto, either directly or by means of a pole top extension fixture, shall be considered as a joint pole.

(c) Subject to the provisions of Article XII, $7.50 per annum shall be paid by the Electric Utility for each jointly used pole owned by the Telephone Company and $5.00 per annum shall be paid by the Telephone Company for each jointly used pole owned by the Electric Utility. The smaller total sum shall be deducted from the larger and the Electric Utility or the Telephone Company, as the case may be, shall pay to the other the difference between such amounts. The rental herein provided for shall be paid within 30 days after the bill has been submitted.

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ARTICLE XII

PERIODICAL READJUSTMENT OF RENTAL RATES

At any time after five (5) years from the date of this agreement, the rentals per pole per calendar year applicable under this agreement shall be subject to joint review and readjustment upon written request of either party. In case of readjustment of rentals as herein provided, the new rental rates agreed upon shall apply starting with the annual bill next rendered and continuing for five (5) years thereafter when the rental rates shall again be subject to review and readjustment at any time. During any transition from one rental rate to another the annual billing should take into account the proration of the elapsed months during which the old and the new rates were in effect.

ARTICLE XIII

DEFAULTS

(a) If either party shall default in any of its obligations under this agreement and such default continues thirty (30) days after receipt of notice thereof in writing from the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use, and if such default shall continue for a period of ninety (90) days after suspension, the party not in default may forthwith terminate this agreement as far as concerns future granting of joint use.

(b) If either party shall make default in the performance of any work which it is obligated to do under this agreement at its sole expense, the other party may elect to do such work and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within sixty (60) days after presentation of bills therefor shall, at the election of the other party, constitute a default under Section (a) of this Article.

ARTICLE XIV

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property, arising out of the joint use of poles under this agreement, which joint use is understood to include the wires and fixtures of the parties hereto, installed between and attached to the jointly used poles covered by this agreement, the liability for such damages as between the parties hereto, shall be as follows:

1. Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications referred to in Article III provided that construction temporarily exempted from the application of said specifications under.

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the provisions of Section (b) of Article IX shall not be deemed to be in violation of said specifications during the period of such exemption.

2. Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

3. Each party shall be liable for one-half (1/2) of all damages for such injuries to persons other than employees of either party, and for one-half (1/2) of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

4. All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in case of any such claim which the parties hereto mutually agree comes under the provisions of Paragraph 3 of this Article and where the claimant desires to settle such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

5. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, disbursements and other proper charges and expenditures but shall not include attorney's fees.

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ARTICLE XV

ATTACHMENTS OF OTHER PARTIES

If either of the parties hereto has, prior to the execution of this agreement, conferred upon others not parties to this agreement, rights or privileges to use any poles covered by this agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right to continue and extend such existing rights or privileges. Owner of any joint poles covered by this agreement shall have the right to confer upon others, not parties to this agreement, rights or privileges to use such poles as may be owned by such grantor. Licensee may, with the written permission of Owner, which permission should not be unreasonably withheld, confer upon another party, not a party to this agreement, rights or privileges to use a portion of its space on any of the joint poles covered by this agreement for the purpose of attaching circuits or other attachments of the same general character as thos of Licensee. The Telephone Company is not required to obtain permission from the Electric Utility for the installation of attachments of the American Telephone & Telegraph Company, independent telephone companies, or the Western Union Telegraph Company within the space of the Telephone Company. It is expressly understood, however, that for the purpose of this agreement, the attachments of any such outside party, except attachments of a municipal signal system as hereinafter provided, shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof. Provided, however, that where municipal regulations or franchises require either party to allow the use of its poles for fire alarm, police or other like signal systems such use shall be permitted, but attachments of a municipal signal system made under such regulations or franchises shall not be treated as belonging to either party hereto.

ARTICLE XVI

SERVICE OF NOTICES

Whenever, in this agreement, notice is provided to be given by either party hereto to the other, such notice shall be in writing on standard proposed form and given by mail or by personal delivery, to the Electric Utility at its office at [redacted] or to the Telephone Company at its office at District Facility Engineer, [redacted] Ohio, as the case may be or to such other address as either party may, from time to time, designate in writing for that purpose.

ARTICLE XVII

TERM OF AGREEMENT

Subject to the provisions of Article XIII herein, this agreement may be terminated, so far as it concerns further

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granting of joint use by either party, after the first day of August, 1965 upon one (1) year's notice in writing to the other party, provided, that if not so terminated it shall continue in force thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination, this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XVIII

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise transfer this agreement or any of its rights or interest hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this agreement, to any firm, corporation or individual, without the written consent of the other party, provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by Purchaser on foreclosure, the transferee, lessee, assignee, or a company resulting from a merger or consolidation, as the case may be. Provided, however, that no transfer, lease or assignment of a portion only of the space of either party hereto on any jointly used pole or poles shall be made except as provided in Article XV.

ARTICLE XIX

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 the same shall be and remain at all times in full force and effect.

ARTICLE XX

EXISTING AGREEMENTS

(a) All existing agreements, written or oral, between the parties hereto for the joint use of poles within the territory where both parties hereto now, or in the future, have the right to operate are by mutual consent hereby terminated.

(b) Nothing in the foregoing shall preclude the parties to this agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this agreement.

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ARTICLE XXI

PAYMENT FOR ACCOMMODATION WORK

In case one party hereto is obligated hereunder to perform certain work at its own expense and it is mutually agreed between the parties hereto that it is desirable for the other party to do the said work, then the said other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for the expense incurred shall be due and payable within sixty (60) days after presentation.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their respective officers or agents thereunto duly authorized, as of the day and year first above written. Done in quadruplicate, each part being an original.

[redacted]

By [redacted]
(City Manager) AND
Purchasing Agent

THE OHIO BELL TELEPHONE COMPANY

By R W Sudaken
Vice President AND
General Manager.

Approved
as to form
8/16/65
A. E. Acklin
Attorney

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

AT&T OHIO, Complainant, v. THE DAYTON POWER & LIGHT COMPANY, Respondent.	)	Case No. 06-1509-EL-CSS

OBJECTIONS AND RESPONSES OF THE DAYTON POWER AND LIGHT COMPANY TO THE SECOND SET OF DATA REQUESTS AND FIRST SET OF REQUESTS TO ADMIT OF AT&T OHIO

The Dayton Power and Light Company ("DP&L"), by and through its undersigned attorneys, hereby objects and responds to AT&T Ohio's Second Set of Data Requests and First Set of Requests to Admit.

General Objections

1. DP&L objects to the definitions provided by AT&T Ohio to the extent that they seek to impose obligations on DP&L beyond, or different than, those imposed by the Commission's rules and regulations applicable to this proceeding or otherwise permitted by law.

2. DP&L objects to the instructions provided by AT&T Ohio to the extent that they seek to impose obligations on DP&L beyond, or different than, those imposed by the Commission's rules and regulations applicable to this proceeding or otherwise permitted by law.

Data Requests

1. Produce all documents relating to the use by third parties of any space on DP&L poles that AT&T Ohio occupies or has reserved space on.

Response: DP&L objects to this request to the extent that it seeks documents that are not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence. DP&L further objects to this request because it is overbroad and unduly burdensome. DP&L does not maintain its documents in a fashion that would make any responsive documents easily retrievable. DP&L will make its records available for inspection and copying at a mutually convenient time. Please contact Randall Griffin of DP&L (937-259-7221; Randall.Griffin@DPLINC.com) to coordinate.

2. Produce all documents relating to work performed during the past 10 years by DP&L relating to use by third parties of any space on DP&L poles that AT&T Ohio occupies or has reserved space on, including but not limited to work to receive and process applications for attachments, to perform design and engineering work required to accommodate third party attachments, to perform relocation work necessary to make room on the pole for third party attachers (so-called "make ready work"), to replace poles with taller poles, or to perform post-construction inspections and audits of third party attachers.

Response: DP&L objects to this request to the extent that it seeks documents that are not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence. DP&L further objects to this request because it is overbroad and unduly burdensome. DP&L does not maintain its documents in a fashion that would make any responsive documents easily retrievable. DP&L will make its records available for inspection and copying at a mutually convenient time. Please contact Randall Griffin of DP&L (937-259-7221; Randall.Griffin@DPLINC.com) to coordinate.

3. Produce all documents relating to the costs incurred to perform the work listed in Request No. 2 above.

Response: DP&L objects to this request to the extent that it seeks documents that are not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence. DP&L further objects to this request because it is overbroad and unduly burdensome. DP&L does not maintain its documents in a fashion that would make any responsive documents easily retrievable. DP&L will make its records available for inspection and copying at a mutually convenient time. Please contact Randall Griffin of DP&L (937-259-7221; Randall.Griffin@DPLINC.com) to coordinate.

4. Produce all documents relating to the charges imposed or monies collected from third parties for rental or use of any space on DP&L poles that AT&T Ohio occupies or has reserved space on, including but not limited to charges imposed or monies collected related to the work listed in Request No. 2 above.

Response: DP&L objects to this request to the extent that it seeks documents that are not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence. DP&L further objects to this request because it is overbroad and unduly burdensome. DP&L does not maintain its documents in a fashion that would make any responsive documents easily retrievable. DP&L will make its records available for inspection and copying at a mutually convenient time. Please contact Randall Griffin of DP&L (937-259-7221; Randall.Griffin@DPLINC.com) to coordinate.

5. Produce all documents relating to any communications with AT&T Ohio in which DP&L advised AT&T Ohio that third parties were using or seeking to use space on DP&L poles that AT&T Ohio occupies or has reserved space on.

Response: DP&L is not aware of any responsive documents but will continue to search its records.

6. Produce the formula and inputs DP&L used to calculate and arrive at its proposed $45.00 pole rental rate, including all supporting documentation.

Response: Responsive documents are attached. In addition, DP&L directs AT&T Ohio to publicly available FERC Form 1 data for DP&L from the Federal Energy Regulatory Commission's ("FERC's") website at http://elibrary.ferc.gov/idmws/search/fercgensearch.asp.

7. Produce all documents and calculations that support DP&L's claim that its $45.00 rate calculation is "consistent with the requirements of the Joint Pole Agreement" (Complaint, ¶ 45), including all documents and calculations supporting DP&L's claim that $45.00 is "one-half of the then average total annual cost per pole of providing and maintaining the standard joint poles covered by" the Joint Agreement.

Response: Please see DP&L's response to Data Request No. 6 above. In addition, please see the Joint Pole Line Agreement attached at Exhibit A to DP&L's Complaint filed December 29, 2006 in Montgomery County Common Pleas Court.

8. Produce all documents upon which you relied in creating the documents produced in response to Request No. 7 above.

Response: Please see response to Data Request No. 7 above.

9. Produce the formula and inputs DP&L used to calculate and arrive at the $3.50 pole rental rate provided for in DP&L's tariff, including all supporting documentation.

Response: The only known responsive document is attached.

10. Produce the formula and inputs DP&L used to calculate and arrive at the $15.20 pole rental rate referenced in the attached document (see Attachment A) provided by DP&L to AT&T Ohio, including all supporting documentation. Also, identify to whom the $15.20 rate applies or will apply.

Response: The Federal Communications Commission's ("FCC's") May 25, 2001 Consolidated Partial Order on Reconsideration that is attached in response to Data Request No. 6 was used by DP&L, along with FERC Form 1 data for the year 2003, which is available on FERC's website at http://elibrary.ferc.gov/idmws/search/fercgensearch.asp.

DP&L cannot locate any other responsive documents.

The $15.20 rate was a hypothetical rate based upon the FCC's telecommunications rate formula. The rate does not apply to any attacher to DP&L's poles and DP&L has no plans to apply that rate to any attacher in the future.

Requests to Admit

1. Admit that DP&L's methodology and calculation of "one-half of the then average total annual cost per pole of providing and maintaining the standard joint poles covered by" the Joint Agreement (that resulted in its proposal to set the pole rental rate at $45.00) do not include the cost of any AT&T Ohio poles. If DP&L does not so admit, explain how the cost of AT&T Ohio poles were included in the methodology and calculation and provide supporting documentation.

Response: Admitted.

2. Admit that DP&L's methodology and calculation of "one-half of the then average total annual cost per pole of providing and maintaining the standard joint poles covered by" the Joint Agreement (that resulted in its proposal to set the pole rental rate at $45.00) included the cost of the following items:

a. conductors
b. transformers
c. racks
d. brackets
e. platforms
f. cross arms
g. insulators

If DP&L does not so admit, explain how these costs were excluded from DP&L's methodology and calculation and provide all supporting documentation.

Response: DP&L's initial calculation that resulted in its proposal to set the deficiency payment (pole rental rate) at $45.00 did not reflect the reduction in DP&L's net cost of a bare pole by the presumptive 15% to account for appurtenances, as called for by FCC rules. DP&L's subsequent calculation that resulted in the rate of $45.49 did reflect that 15% reduction (see Lines 21-22 of DP&L's spreadsheet response to Data Request No. #6). DP&L denies the remainder of Request to Admit No. 2.

3. Admit that DP&L's methodology and calculation of "one-half of the then average total annual cost per pole of providing and maintaining the standard joint poles covered by" the Joint Agreement (that resulted in its proposal to set the pole rental rate at $45.00) included poles taller than 37.5 feet. If DP&L does not so admit, provide documentation showing the pole height(s) used in DP&L's methodology and calculation.

Response: Admit that costs related to some poles taller than 37.5 feet were included in DP&L's calculation of "one-half of the then average total annual cost per pole of providing and maintaining the standard joint poles covered by the" Joint Agreement. DP&L denies the remainder of Request to Admit No. 3.

4. Admit that DP&L's methodology and calculation of "one-half of the then average total annual cost per pole of providing and maintaining the standard joint poles covered by" the Joint Agreement (that resulted in its proposal to set the pole rental rate at $45.00) did not account for (or allocate any costs to) attachers other than AT&T Ohio. If DP&L does not so admit, explain how DP&L accounted for (or allocated costs to) such third party attachers.

Response: DP&L admits that the methodology and calculation it made of "one-half of the then average total annual cost per pole providing and maintaining the standard joint poles covered by" the Joint Agreement did not account for (or allocate any costs to) any non-DP&L attachers. DP&L denies the remainder of Request to Admit No. 4.

5. Admit that DP&L collects revenues with respect to attachments made by third parties on DP&L's poles that AT&T Ohio occupies or has reserved space on. If DP&L does not so admit, explain the basis for DP&L's assertion.

Response: DP&L admits that it collects revenues, and incurs expenses, with respect to attachments made by third parties on some DP&L poles that AT&T Ohio occupies or has reserved space on. DP&L denies the remainder of Request to Admit No. 5.

Respectfully submitted,

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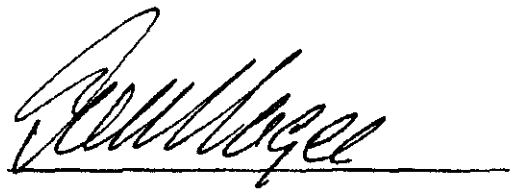
CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Objections and Responses of The Dayton Power and Light Company to the Second Set of Data Requests and First Set of Requests to Admit of AT&T Ohio has been served by electronic mail pursuant to the agreement of the parties, on May 3, 2007, on the following counsel of record:

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AT&T Ohio



Rec'd 4/25/02

	2000 manual		System Dec-2001		Annual		Back Billing
	manual	on them					
TIME WARNER	98,448		102,868		$ 359,038.00	249,732, 3,188.5	
AMERITECH	38,875	23,548	50,011	23,548	$ 92,620.50	53,347	
SPRINT	18,070	5,715	18,913	5,422	$ 97,135.20	91,022	
VERIZON	22,287	6,373	29,984	6,278	$ 148,082.40		
GERMANTOWN	864	188	1,133	188	$ 6,804.00		
CT	1,463	431	1,942	445	$ 10,778.40		
ANSONIA	19		19		$ 66.50		
ALLTEL	1,316	187	1,308	185	$ 8,085.50		
MCI	372		378		$ 1,323.00		
MISC COMPANIES	79		198		$ 703.00		
CITIES	178	181	178	183	$ (17.50)		
INSIGHT	73		73		$ 255.50		
ICG	158		184		$ 644.00		
ADELPHIA	5,499		7,913		$ 27,695.50		
KAS	9		9		$ 31.50		
KEN'S CABLE			345		$ 1,207.50		
CHARTER			4,724		$ 16,534.00		$ 111,311.38
NEW KNOXVILLE CABLE			155		$ 542.50		$ 3,237.50
CHILLICOTE TELEPHONE			35		$ 122.50		$ 980.00
NEW KNOXVILLE TELEPHONE			102		$ 357.00		$ 2,296.00
TELEPHONE SERVICES COMPANY			81		$ 283.50		$ 1,904.00
WABASH			94		$ 329.00		$ 2,159.50
	187,710	36,623	220,647	36,249	$ 772,621.50		$ 121,888.38

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