

JOINT USE LICENSE AGREEMENT

THIS AGREEMENT made and entered into the ___ day of _____, by and between **Yampa Valley Electric Association Inc.**, a Colorado corporation, with its principal place of business in Steamboat Springs, Colorado, (hereinafter called "Licensor" or "YVEA"), and _____, a _____, with its principal place of business in _____, (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains lines of poles and conduits extending in **Routt, Moffat, Eagle, Grand, Rio Blanco Counties in Colorado and Carbon County in Wyoming.**

WHEREAS, Licensee desires to place certain lines, attachments and apparatus on certain poles of Licensor and/or certain conduits of Licensor, for the limited purpose of the transmission of signals in compliance with any and all local, state or federal regulations; provided that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical or other service to consumers of Licensor, and where in its judgment, safety will not be adversely affected.

WHEREAS, Licensor is willing to permit Licensee, to the extent it may lawfully do so, to place said lines, attachments, and apparatus on said poles and/or within said conduits in the area shown on Exhibit "A" set forth below;

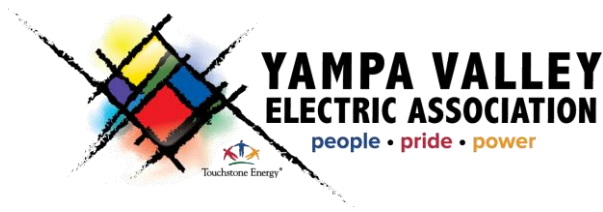
NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

(a) For the purpose of this agreement, the phrase "joint use pole" shall mean a pole conforming to the latest specifications of the American Standards Association and containing at least one contact.

(b) A "joint use" attachment is defined as any single attachment by Licensee, to a pole or use of a conduit(s) of Licensor.

(c) For the purpose of this contract, the words Fiber, Telephone and/or CATV Company shall be used interchangeably with the word Licensee.



2. SPECIFICATIONS

(a) The joint use attachments covered by this agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the National Electrical Safety Code (NESC), the occupational Safety and Health Act (OSHA), the Rural Utilities Service (RUS), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit “B”.

(b) It is understood and agreed between the parties that the rules and practices set out in Exhibit “B” may be changed by Licensor, or new rules and practices may be adopted by Licensor, without resort to the provisions of Section 15, relating to, supplementing or amending this agreement, and Licensee agrees to be bound by any such change or adoption.

(c) In the event that Licensor should change or adopt a rule or practice, or rules and practices, for the joint use of poles or conduit by Licensee, Licensor shall give Licensee written notice to make such changes or alterations in its installations or maintenance of its facilities as may be required to fully comply with the provisions of such notice. In the absence of a contrary provision in said notice, Licensee agrees to make all required changes or alterations within thirty (30) days after receipt.

(d) No tag, brand, or other device showing Licensee’s name or insignia should be placed on, or attached to, any pole of Licensor, except such tag or insignia which shows Licensee to be the Licensee or lessee of such pole and not the owner thereof and then only after obtaining the written consent of Licensor.

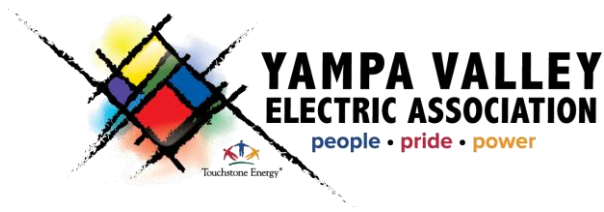
(e) The strength of poles covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the National Electrical Safety Code assumed by the Licensor for the area in which they are located.

(f) Any unbalanced loading of Licensor’s poles caused by the placement of Licensee’s circuits shall be properly guyed and anchored by Licensee, at no expense to Licensor.

3. ESTABLISHING JOINT USE OF POLES or CONDUIT

(a) Before the Licensee shall make use of any of the Licensor’s poles or conduit under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit “C” and shall comply with the procedures set forth in this section and shall not proceed with installing joint use attachments until Licensor has granted written permission.

(b) If, in the judgment of the Licensor, joint use under the circumstances is undesirable, the Licensor shall notify the Licensee in writing whether the application is



approved or rejected. If the Licensor does not respond within 30 days, the failure to respond within 30 days does not constitute an approval of the application.

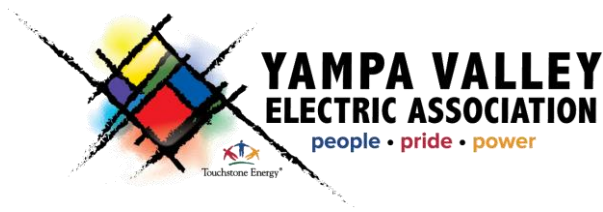
(c) After receipt of notice from the Licensor regarding the submitted application, the Licensee shall furnish the Licensor detailed construction plans and drawings for each pole line or conduits, together with necessary maps, indicating specifically the poles and/or conduits of the Licensor to be used jointly, the number of character of the attachments to be placed on such poles or in such conduits, any rearrangement of the Licensor's fixtures and equipment necessary for joint use, any relocations or replacements of existing poles, and any additional poles or conduits which may be required. The Licensor shall, based on such detailed construction plans and drawings, submit to the Licensee within thirty days a cost estimate (based on Licensor's method of computing costs) for all changes, which may be required in each such pole line and conduit, including an estimated completion date for such changes. Upon written notice by the Licensee to the Licensor of the cost estimate being approved and payment of the estimate provided, the Licensor shall proceed with the necessary changes in the pole line or conduits covered by the referenced cost estimate. The Licensor shall make every effort to complete this work at a mutually agreeable arrangement for contracting for or otherwise accomplishing the necessary changes. Upon completion of all changes, the Licensee shall have the right to use the poles and/or conduits jointly and to make attachments in accordance with the terms of the application and of this Agreement. The Licensee shall, at its own expense, make attachments in such manner as not to interfere with the service of the Licensor, and shall place guys and anchors on poles to sustain any unbalanced loads caused by its attachments.

(d) Upon completion of all changes in each pole line or conduit to be used jointly, the Licensee shall pay to the Licensor the cost of making such changes. The obligations of the Licensee shall not be limited to amounts shown on estimates made by the Licensor. Costs include materials, less salvage, labor, engineering, supervision, overheads, and tree trimming, (Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading.) An itemized statement of the actual costs of all such changes shall be submitted by the Licensor to the Licensee.

(e) Any re-clearing of existing right-of-way, and any tree trimming necessary for the establishment and maintenance of joint use, shall be performed by the parties as may be mutually agreed. The Licensor shall pay 50% of the cost of any reclearing which the Licensor finds to be good utility practice and which it conducts or to which it mutually consents; Licensee shall pay all other reclearing costs.

(f) All poles and conduit jointly used under this Agreement shall remain the property of the Licensor, and any payments made by the Licensee for changes in pole lines or conduit under this Agreement shall not entitle the Licensee to ownership of any said poles or conduit.

(g) The Licensor reserves the right to exclude any of its facilities from joint use.



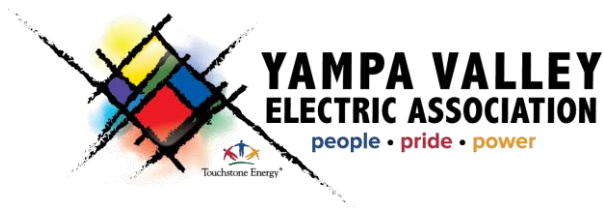
(h) In the event that Licensee has not commenced the installations proposed in this Application for Joint Use within 180 days after approval by Licensor, the approval will be automatically rescinded without further notice or action by Licensor.

(i) YVEA reserves to itself the right to maintain the joint use poles and conduit and to operate its lines, facilities, and equipment thereon in such manner as will best enable it to fulfill its own core service requirements, and YVEA shall not be liable to Licensee or Licensee's customers for any interruption to Licensee's service or for any interference with the operation of Licensee's equipment arising in any manner, from the use, maintenance, and repair of the joint use poles or conduit and the YVEA lines, facilities, and equipment thereon or from the removal of its or Licensee's attachments or other equipment from the poles or conduit by YVEA or its agents in accordance with the provisions of this Agreement, except for YVEA's willful misconduct, or willful misconduct of YVEA's agents. Licensee releases YVEA from liability for all such damages and claims for the negligent conduct of YVEA and YVEA's agents; and Licensee indemnifies YVEA and its agents for any claims or damages to Licensee's customers for any such negligence.

4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

The Licensor does not warrant or assure to the Licensee any right-of-way privilege or easements, and if the Licensee shall at any time be prevented from placing or maintaining its attachments on the Licensor's poles or in the Licensor's conduit, no liability shall attach to the Licensor. Each party shall be responsible for obtaining its own easements and right-of-way. The Licensor does not grant to Licensee any interest in any license or easement of Licensor for the location of its poles, lines, conduits, and facilities. The right of access to YVEA's Poles granted by this Agreement does not include any right of access to the land upon which the Pole is situated nor does it include any right to cross the land from Pole-to-Pole with Licensee's Equipment and such access rights are specifically disclaimed. Licensee is not a third-party beneficiary of any license, easement, or right by which YVEA may install and maintain any of its Poles on any land or may install YVEA's lines, facilities, and equipment above or below ground between or adjacent to any of YVEA's Poles. Licensee is solely responsible for obtaining from public authorities and private owners of real property, and maintaining in full and lawful effect, any and all consents, permits, licenses, easements, rights-of-way or grants that are necessary for the lawful exercise by Licensee of the permission granted by YVEA under this Agreement and in response to any Application approved hereunder. Licensee agrees to indemnify, defend and hold harmless YVEA against and from any and all third party claims, demands, lawsuits, losses, costs and damages, including attorney's fees, to the extent arising from Licensee's failure, or alleged failure, to have obtained the requisite permission and authority from public authorities and/or private owners of property for Licensee's Equipment located above or below ground between or adjacent to any of YVEA's Poles or conduit. YVEA may, at any time, require Licensee to provide written evidence that it has obtained all such necessary consents, permits, licenses, and grants.

5. MAINTENANCE OF POLES, ATTACHMENTS AND RIGHT-OF-WAY



(a) The Licensor shall, at its own expense, maintain the jointly used poles and conduits in a safe and serviceable condition and in accordance with the specifications mentioned in Section 2, and shall replace, reinforce or repair such poles as become defective.

(b) Whenever right-of-way considerations or public regulations make relocation of a pole or conduit necessary, such relocation shall be made by the Licensor at its own expense, except each party shall bear the cost of transferring its own attachments.

(c) Whenever it is necessary to replace or relocate a jointly used pole or conduit, the Licensor shall, before making such replacement or relocation, notify Licensee as soon as possible, specifying in such notice the time of such proposed replacement or relocation. Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole or conduit or Licensee shall place its facilities underground if the pole line is to be abandoned and removed by Licensor. Licensor shall be the sole judge in determining whether to abandon and remove the existing overhead line and poles. Should the Licensee fail to transfer its attachments to the new or relocated joint pole or conduit at the time specified for such transfer of attachments, the Licensor may elect to do such work, and the Licensee shall pay the Licensor the cost. In the event the Licensee fails to transfer its attachments and the Licensor does such work, the Licensor shall not be liable for any loss or damage to the Licensee's facilities, which may result.

(d) Except as otherwise provided in (c) of this Section, each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in safe condition and thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the parties as may be mutually agreed upon, and the cost shall be borne by the parties as provided in Section 3(e).

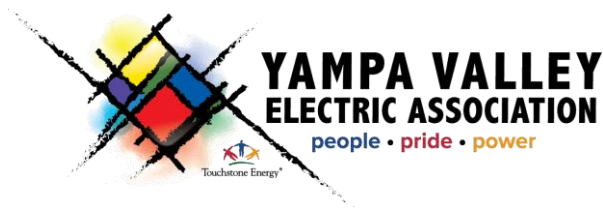
(e) Any existing joint use construction of the parties which does not conform to the specifications mentioned in Section 2 shall be brought into conformity as soon as practicable. When such existing construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in (a) and (d) of this Section. Should the Licensee fail to comply, the Licensor may elect to do such work and the Licensee shall promptly reimburse the Licensor for its cost in doing so.



(f) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of the Licensor. Licensor agrees that, upon written request from Licensee, the Licensor will replace any joint use pole that has become unserviceable for use by both parties, at Licensor's cost, but only if Licensor has first determined that the joint use pole in question is in fact unserviceable for its intended original purpose. All other costs of replacement of joint use poles or conduit shall be borne by Licensee or reimbursed by Licensee to Licensor promptly upon billing. Licensee, its employees and its contractors, shall at all times exercise Licensee's rights and perform Licensee's responsibilities under the terms of this Agreement in a manner that treats all electric facilities as energized at all times, and shall not enter the space on any joint use pole or riser which is used or reserved to Licensor and containing Licensor's electrical equipment at any time. Licensee shall assume complete responsibility for its employees' or contractors' conduct and Licensee shall determine and provide the appropriate training and safety precautions to be taken by Licensee's employees and contractors. All Poles shall be tested by Licensee prior to attachment by Licensee or its contractors of licensed facilities of Licensee and the results of each Pole test shall be promptly given to Licensor. Such testing shall be in compliance with the Pole testing standards of Licensor and shall at a minimum include sound testing and pole butt coring. Any Pole that is substandard based on the results of the testing shall not be available for use by Licensee until the Pole is replaced. Licensee shall indemnify, defend, and hold Licensor harmless from any and all liability of any kind arising from Licensee or Licensee's employees', agents' or contractors' failure to abide by the terms of this section whether or not Licensor was negligent in any respect regarding the maintenance, operation, use, testing or other action or inaction regarding the Poles. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and to avoid interference to Licensor's safe and efficient operation of its electric distribution system.

(g) Licensee shall not permit the transmission of any radio frequency signals through its attached facilities to cause interference with or degradation of the transmissions, licensed or unlicensed radio frequencies, equipment or utility operations of Licensor, other attaching entities, or devices lawfully operated by the public or other third-parties. Licensee shall, at its own expense, eliminate any such interference or degradation as soon as practicable after receipt of notice by Licensor or other third-parties, which notice may be made by telephone, facsimile or by oral notice. Licensor has an electronic communications system in place for its metering of electric use by its customers. Licensee shall not permit its attachments or any electric or electronic signals it may carry to cause interference with or degradation of the transmissions, licensed or unlicensed radio frequencies, equipment, smart meter signals or utility operations of Licensor.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES



(a) In the event it is necessary for Licensor, or for another utility with whom Licensor has an agreement for the joint use of wood poles, or for another Licensee with whom Licensor has a prior agreement for the joint use of wood poles, to use the space on poles occupied, or contracted for, by the Licensee, the Licensee shall, upon receipt of thirty (30) day's prior written notice from Licensor, either vacate the space by the removal of its attachments or shall instruct Licensor to replace the poles at the expense of the Licensee and Licensee shall pay for said replacements as provided for in 6(b) below, provided however that Licensee has not already paid for the replacement of such poles.

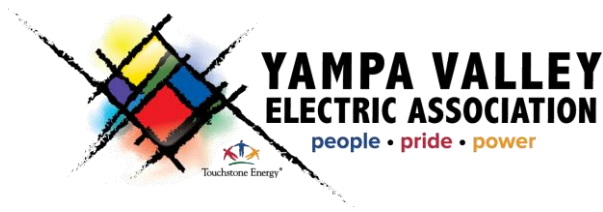
(b) In any case where facilities of Licensor are required to be rearranged on the poles of the Licensor or of others to accommodate the attachments of Licensee, Licensee shall pay to Licensor the total costs incurred by Licensor in rearranging such facilities. The Licensee shall also reimburse other users of the poles of Licensor for their costs of rearrangement to provide space or clearance for the facilities of Licensee.

(c) Whenever it is necessary to replace or change the location of a joint use pole, for reasons other than those set out in 6(a) and 6(b), and over which Licensee has no control, Licensor shall, before making such change, give notice to the Licensee, specifying in such notice the time of such proposed change, and the Licensee shall promptly begin to transfer or remove its attachments. In case of any such pole replacement or relocation where Licensor has transferred or removed its attachments within sixty (60) days after receipt of such written notice, Licensee shall become liable for such old pole, if it still exists, as provided in Section 8(a).

(d) In the event of any changes contemplated under 6(a), 6(b) or 6(c), Licensee shall pay the entire cost of any removal, transfer or installation of its own attachments.

7. INDEMNIFICATION

Licensee shall indemnify, protect, save harmless and insure Licensor from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workmen's Compensation Law or under any plan for employees disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement or removal of the attachments of Licensee's equipment to Licensor's poles or in Licensor's conduit or by the proximity of the Licensee's cables, wires, apparatus and appliances to those of Licensor or by any act of Licensee, its agents and employees on or in the vicinity of Licensor's poles or conduit. Licensee shall carry insurance in such form and in such companies as are satisfactory to Licensor to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of such loss, injury or damage.



The Licensee shall take out and maintain throughout the period during which this Agreement shall remain in effect insurance conforming with the RUS requirements of 7 CFR 1788.28 as follows:

RUS requires that public liability insurance be maintained covering the ownership liability and all operations of the borrower with limits for bodily injury or death of not less than \$1 million each occurrence--\$1 million aggregate per policy period and with limits for property damage of not less than \$1 million per occurrence and \$1 million aggregate for the policy period. Borrowers have the option to purchase a \$1 million single limit coverage for bodily injury and property damage. This required insurance might be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

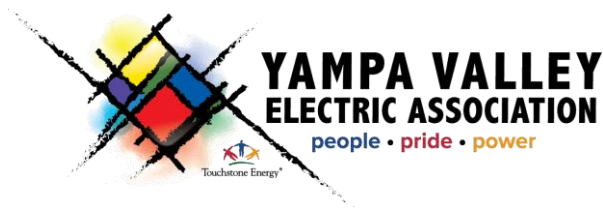
The Licensee shall furnish to the Licensor a certificate evidencing compliance with the above requirements. This certificate will list Licensor as additional insured and will note specific cancellation language, as follows: "In the event of cancellation of any of the said policies, the insuring company shall give the party to whom this certificate is issued fifteen (15) days' prior notice of such cancellation." If Licensee fails to renew adequate insurance, Licensor may terminate this agreement pursuant to Section 10-- Defaults.

8. ABANDONMENT OR REMOVAL OF JOINT USE POLES

(a) If Licensor desires at any time to abandon or remove any joint use pole, it shall give Licensee notice in writing to that effect as soon as possible, but not less than sixty (60) days prior to the date on which it intends to abandon or remove such pole or poles. Within this notice period Licensee has the option of placing its facilities underground or transferring its facilities to the nearest facilities owned by the Licensor in accordance with the work rules contained in Exhibit "B".

If at the expiration of said period Licensor shall have no attachments, such pole may become property of Licensee at the sole option of Licensor, and licensee shall hold harmless the Licensor from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such pole or any attachments; and shall pay to Licensor a sum equal to the present value in place of such abandoned pole or poles, or such other equitable sum as may then be agreed upon between the parties, and Licensor shall provide Licensee with a properly authorized bill of sale of such pole.

Licensor has the sole authority to remove a pole or poles and not replace them by giving Licensee sixty (60) days written prior notice. Within these sixty (60) days Licensee has the option of placing its facilities underground or transferring its facilities to the nearest facilities owned by the Licensor in accordance with the work rules contained in Exhibit "B".



(b) Licensee may at any time abandon the use of a joint use pole by giving Licensor due notice in writing of such abandonment, as provided in Section 18, and removing from such pole all attachments that Licensee may have, and in case of such abandonment of the use of any such pole, Licensee shall pay to Licensor the full rental for the current year for the space on said pole set aside for the use of Licensee.

9. RENTALS, CHARGES AND RATES

(a) On or about December 31 of each year, the parties, acting in cooperation, shall tabulate the total number of joint poles and joint conduit in use as of the preceding day. This tabulation shall indicate the number of poles and length of conduit on which rentals are to be paid. The initial rental fee shall be **by current YVEA Fee Schedule** for each jointly used pole and for lengths of jointly used conduits.

(b) The yearly rental period covered by this agreement shall be the twelve-month period between January 1 and December 31. Rental payable for each such rental period during the continuance of this agreement shall be due and payable on February 1 following the end of the rental period. The annual rental per pole shall apply to any attachments made or removed during the year and rents shall not be prorated; provided, however, that if this agreement is executed between June 30 and December 31, Licensee shall pay to Licensor only one-half (1/2) of the annual rental due for attachments made during that initial period. The Parties recognize and agree that the Rental Fee rate shall change when such changes are approved by YVEA, and that YVEA may annually change such rate to reflect increases in the Consumer Price Index or for any other business reason.

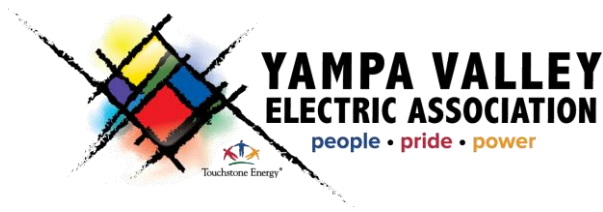
(c) In the event that Licensee requires a source of electrical energy for power supply to a cable system which constitutes a part of the licensed attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.

(d) All other amounts payable under this agreement, such as for erection, rearrangement, relocation or abandonment, shall be due and payable within thirty (30) days of billing by Licensor.

(e) The rental fee may be changed by Licensor, consistent with State and Federal law, on sixty (60) days' notice to Licensee. Licensor may also charge to Licensee a fixed-rate application processing fee which is due and payable with the filing of an application under this Agreement with Licensor, and which may be adjusted or changed from time to time by Licensor in its sole discretion.

10. DEFAULTS

(a) If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default,



Licensors may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles or conduits in respect to which such default or noncompliance shall have occurred. In case of termination, no refund of accrued rental shall be made and the Licensee's facilities may be physically removed by the Licensor at Licensor's sole option and the cost shall be borne by Licensee and promptly paid over to Licensor.

(b) If Licensee shall make default in the performance of any work which it is obligated to do under this agreement, the Licensor may elect to do such work, and the Licensee shall promptly reimburse the Licensor for the cost.

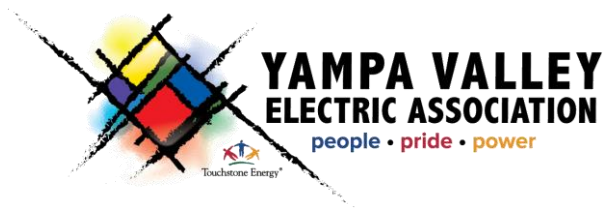
(c) If the Licensee shall default or threaten to default in any of its obligations under this Agreement and if the Licensor engages and obtains the services of an attorney to advise and assist and represent Licensor regarding such default or threatened default, to enforce such obligations or to prevent such default or to recover damages resulting from such default, or otherwise, then the Licensee agrees to pay any and all attorneys' fees of Licensor, and all court costs and other costs of litigation associated with the enforcement of such obligations, all of which may be adjudged against Licensee in any suit against Licensee.

(d) LICENSEE HEREBY IRREVOCABLY WAIVES ALL AND ANY CLAIMS FOR DAMAGES, ACTUAL OR CONSTRUCTIVE OR CONSEQUENTIAL OR EXEMPLARY OR SPECIAL, AGAINST LICENSOR FOR ANY REASON OR PURPOSE OR BY REASON OF ANY DEFAULT BY LICENSOR EXCEPT ONLY FOR ACTUAL DAMAGES TO LICENSEE RESULTING DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR ALONE.

11. UNAUTHORIZED ATTACHMENT

(a) If any of Licensee's facilities for which no permit has been issued shall be found attached to Licensor's poles or within Licensor's conduits, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of written or oral notification from Licensor of the unauthorized attachments, a Joint Use License application and pay applicable fees. If such application and fees are not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee and promptly paid to Licensor.

(b) No act or failure to act by Licensor with regard to said unauthorized attachment shall be deemed as ratification or the licensing of the unauthorized attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception in regard to said unauthorized attachment.



12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensor, by contract, otherwise to confer upon others, not parties to this agreement, rights or privileges to use the joint use poles or conduits covered by this agreement.

13. TERM OF AGREEMENT

This agreement shall continue in force and effect for a period of five (5) calendar years from and after December 31 next following the date of this Agreement, and shall continue thereafter from calendar year to calendar year unless terminated by either party by giving written notice of its intention to terminate not less than thirty one (31) days prior to the end of any calendar year, provided, however, if the Licensee shall fail to commence construction on the poles of Licensor within the period of one hundred eighty (180) days after the date of execution of this License Agreement, then this License Agreement shall be null and void, and of no further force and effect. Upon termination of this agreement, Licensee shall remove its attachments from the poles and conduits of Licensor within one hundred eighty (180) days after the effective date of such termination. Should the Licensee fail to comply, the Licensor may elect to do such work and the Licensee shall pay the Licensor the cost of such work.

14. WAIVER OF TERMS OR CONDITIONS

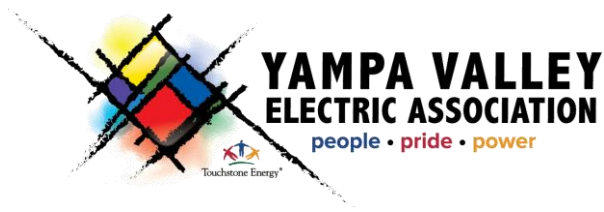
The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

(a) This agreement may be amended or supplemented at any time only upon written agreement by the parties hereto. Should either an amendment or supplement become necessary, the party desiring such amendment or supplement shall give thirty (30) days written notice to the other party setting out in detail the changes or additions desired.

(b) In the event that Licensee desires to add or reduce the number of pole contacts, Section 15(a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensor, setting out in detail the pole numbers and exact locations of the poles, and the quantity of poles involved in the addition or subtraction in accordance with the work rules contained in Exhibit "B".

16. PAYMENT OF TAXES



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

17. INTERESTS AND PAYMENTS

All amounts to be paid by Licensee to Licensor under this Agreement shall be due and payable within thirty (30) days after an itemized statement is presented to the Licensee. Any payment not made within thirty (30) days from the due date shall bear interest at the rate of 10 Percent (10%) per annum until paid.

18. NOTICES

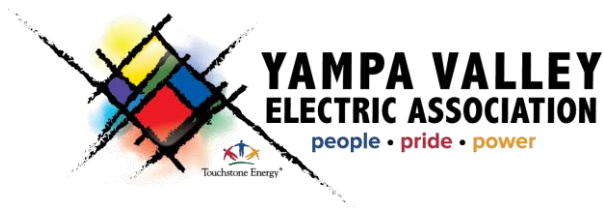
Any notice, request, consent, demand or statement which is contemplated to be made upon either party by the other party under any of the provisions of this agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of Licensor in the case of a notice to be given to Licensor, or personally delivered to the office of Licensee in the case of a notice to be given to Licensee, or (b) sent certified United States mail return receipt requested and properly addressed to the party to be served as follows:

(i) If notice is to Licensor,

Yampa Valley Electric Association
2211 Elk River Road
Steamboat Springs, Colorado 80487

(ii) If notice is to Licensee,

19. SUPPLYING INFORMATION



(a) It is understood and agreed to between the parties that Licensee shall furnish to Licensor a detailed sketch or map upon which will be shown the precise locations by streets or roads of the joint use poles and conduits covered by this agreement, showing the facilities to be installed upon the joint use poles or within the conduits. Such sketch or map shall be reviewed by, and approved, commented upon, or rejected by the engineers of Licensor, and Licensee agrees to make any and all such changes in said sketch or map as are suggested by Licensor. Licensee shall not begin the installation of any facilities covered by this agreement until approval by Licensor is granted and all other requirements of the work rules as shown in Exhibit “B” have been met.

(b) Within thirty (30) days after the completion of the initial installation of the facilities, as set forth on the above-mentioned sketch or map, Licensee shall furnish to Licensor a revised copy of said sketch or map showing the precise location of each power supply, pole contact, and other attachment of Licensee which is actually installed on poles or in conduits of the Licensor. Such revised sketch or map shall be verified by the Licensor and shall be the basis for determining the number of pole contacts and lengths of conduits made initially.

(c) Licensee shall promptly report to Licensor any changes made in the number of poles of the Licensor and lengths of conduits contacted by Licensee.

(d) Upon request of Licensor or Licensee, but not sooner than four (4) years after the execution of this agreement, and every four (4) years thereafter, or as may be mutually agreed upon, the parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that the Licensee is occupying any poles or conduit of the Licensor without having advised the Licensor as provided in Section 18, the Licensee shall pay to the Licensor the rental for such poles and conduit from the date that Licensee’s attachments were installed on such poles or in such conduit, or if dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

(e) Licensee warrants to Licensor that it is an entity lawfully created and in good standing to do business in the State of Colorado, that it provides services to its customers, that in doing so it has need of attaching its equipment and facilities to certain of Licensor’s poles and in Licensor’s conduits, that it intends to cooperate fully with Licensor in the maximization of the use of joint use poles and conduit for the benefit of Licensee and Licensor in the pursuit by each of its lawful businesses, and that these warranties will remain true and accurate throughout the Term of this Agreement. If in order to be bound under this Agreement, the organic documents of Licensee or legal authority requires any prerequisite action or passage of any ordinance, law, or entity or board approval, Licensee warrants to Licensor that all such prerequisites have been fully and timely completed, so that Licensee is fully bound hereunder. Licensee also warrants to Licensor that the exercise by Licensee of its rights and performance of its obligations under this Agreement shall be consistent with prudent utility practices and the attachments to this Agreement. Licensee



also warrants to Licensor that the person signing this Agreement for Licensee is fully authorized to sign for Licensee and whose signature hereon fully binds Licensee to this Agreement.

20. CONSTRUCTION OF AGREEMENT

This agreement is deemed executed in the State of Colorado and shall be construed under the laws of the State of Colorado. Judicial proceedings instituted pertaining to this Agreement shall be instituted only in the agency, state or federal courts located in the state of Colorado. Venue for all state judicial proceedings shall be in the District Court, 14th judicial district, Routt County, Colorado.

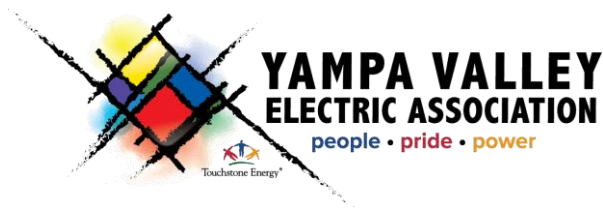
21. PRIOR AGREEMENTS SUPERSEDED

This agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this agreement. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. All of Licensee's and Licensor's covenants and agreements herein contained are conditions, and the time of performance of each is of the essence of this Agreement, and the strict performance of each shall be a condition precedent to the right of Licensee to keep its equipment Attached to the joint use poles or in the joint use conduit, to have this Agreement continue in effect, and to Licensor's obligations to perform any of its covenants, and each covenant and promise of Licensee herein is independent of each covenant and promise of Licensor herein. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning, and not strictly for or against Licensor or Licensee. In the event that any of the terms, covenants or conditions of this Agreement, including Exhibits incorporated herein, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect; provided, in any such case, the Parties shall negotiate in good faith to reform this Agreement and amend the invalid provision in order to give effect to the original intention of the Parties.

22. ASSIGNMENT OF AGREEMENT

Neither party shall assign or otherwise transfer the Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other party.

23. FORCE MAJEURE

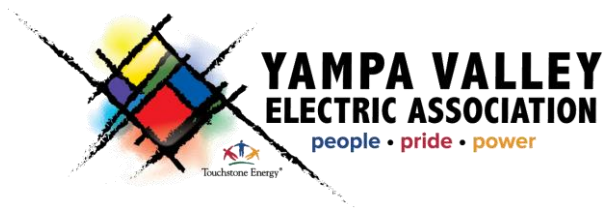


Neither Party shall be subject to any liability or damages for inability to perform its obligations under this Agreement, except for any obligation to pay amounts when due, to the extent that such failure shall be due to causes beyond the control of either Party, including, but not limited to, the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the state of Colorado or the United States, or subdivision of such government (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war or act of terrorism; (d) flood; (e) earthquake; (f) ice storm; (g) act of God; (h) civil disturbance; (i) strikes or boycotts; or (j) equipment breakdown or failure and inability to obtain replacements; provided, however, that the party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Time periods for performance obligations of parties herein shall be extended for the period during which Force Majeure was in effect.

24. FAILURE TO ENFORCE RIGHTS; WAIVERS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement in any instance 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. The failure of Licensor to insist, in any one or more cases, upon the strict performance by Licensee of any of Licensee's covenants, agreements or affirmative obligations under this Agreement shall not be construed as a waiver of or a relinquishment for the future of such covenant, agreement or obligation. A receipt by Licensor of payment from Licensee with knowledge of the breach of any covenant or obligation hereof shall not be deemed a waiver of such breach, and no waiver by Licensor of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by Licensor. One or more waivers of any covenant, term or condition of this Agreement by Licensor shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Licensor to any action by Licensee which requires consent and approval by Licensor hereunder shall not be deemed to waive or render unnecessary the consent or approval by Licensor to any subsequent similar acts by the Licensee. Unless otherwise specifically stated herein, Licensor may withhold any consent or approval requested by Licensee for any reason in Licensor's sole discretion.

In witness whereof, the parties have caused this Agreement to be duly executed.



ATTEST: (Licensor) Yampa Valley Electric Association

Secretary By: _____
Title: Chief Executive Officer

ATTEST: (Licensee)

Secretary By: _____
Title: _____

EXHIBIT "A"

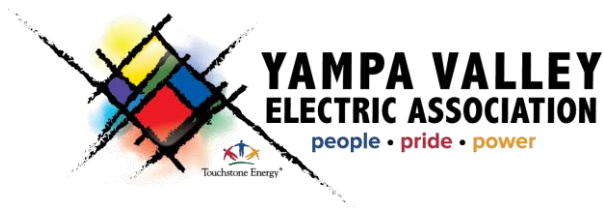
LOCATION OF THE LICENSEE DISTRIBUTION SYSTEM SERVICE AREA

Attached hereto as Exhibit "A" is a map or sketch entitled, "Location of the Licensee Distribution System Service Area", stating the corporate name of Licensee, and showing, outlined in red, the service area of the Licensee as required on Page 1 of this agreement. This map shall be marked Exhibit "A", should be no larger than 30" x 30", shall be properly folded to the size of 8" X 11" for inclusion in this Agreement and stapled to the Agreement in the upper left corner. This Exhibit need not show location of Licensor's poles and lines and conduit, (see Section 19, supply information); but should illustrate the area in which contacts are planned.

EXHIBIT "B"

RULES AND PRACTICES FOR CATV, FIBER, TELEPHONE AND COMMUNICATIONS ATTACHMENTS

1. All CATV, Fiber and telephone facilities attached to Licensor's poles shall be installed in a manner to ensure compliance with the requirements of the "National Electrical Safety Code" in effect at the time of installation.
2. All proposed joint use poles must be permitted prior to the attachment of the CATV, Fiber or telephone facility. This includes all main line poles and lift poles used for drops.
3. The location of all cables or power supplies on Licensor's poles shall be approved in writing by the Licensor.
4. YVEA requires maps to be furnished by CATV, Fiber and Telephone Company showing all poles and all attachment poles including lift poles or individual service drops that the CATV, Fiber or telephone company plans to attach to.
5. (This paragraph left blank)
6. The CATV, Fiber or telephone company shall provide full specifications of the cable(s) to be installed including:
 - a) Size and type of messenger including weight/ft. and design tension.
 - b) Size and type of cable(s) including weight/ft. and diameter.
 - c) Drawings showing type of bolted attachments.
 - d) Drawing showing installation specifications, rating and type of guy and anchor assemblies proposed to be used by CATV, Fiber or telephone company.
7. A preliminary "ride through" of the proposed route of the CATV, Fiber or telephone facility shall be made by representative from YVEA and the CATV, Fiber or telephone company.
8. A "make ready" survey shall be performed by YVEA to determine if the existing poles are adequate to receive the additional attachment of the cable(s).
 - a) The total estimated cost of the "make ready" survey shall be paid by the CATV, Fiber or telephone company and held in escrow prior to the execution of the survey.



The costs are based on an average cost per pole. After completion of the survey, the CATV, Fiber or telephone company will be accessed the actual cost. If the actual cost is less than the estimated cost, that amount will be withdrawn from the escrow account by YVEA and the remainder returned to the CATV, Fiber or telephone company. If the actual cost exceeds the estimated cost, the entire escrow account will be withdrawn by YVEA and the additional amount billed to the CATV, Fiber or telephone company.

b) The “make ready” survey shall consist of inspection of the pole for all clearance and strength as specified by the *current edition* of the *National Electrical Safety Code* and good utility practice. The intent of the survey is to determine if the existing Cooperative pole line is ready to receive the additional attachment of the CATV, Fiber or telephone facility and/or determine the adjustments that must be done to make YVEA’s existing pole line ready to receive the CATV or telephone facility. Houses, building and meter poles shall not be included in the make ready survey. It shall be the responsibility of the CATV, Fiber or telephone company to survey these facilities and obtain code clearance for their attachments.

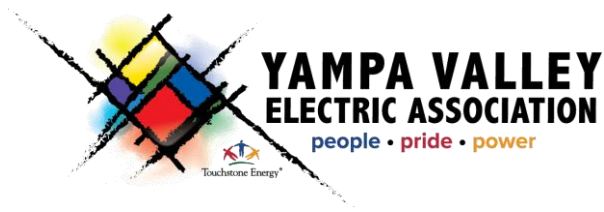
c) Pole condition will also be checked by sounding with a hammer and visual inspection. No digging or boring will be done. The intent is to replace all defective poles at YVEA’s expense prior to the CATV, Fiber or telephone construction. However, it shall be the responsibility of the CATV, Fiber or telephone company or contractor to check and verify pole condition prior to climbing or performing work on any pole. If a pole is deemed unsafe, the CATV, Fiber or telephone company is to immediately notify YVEA in writing and by telephone to replace the defective pole or assemblies.

9. “Make Ready” cost shall consist of the following:

a) The cost of the initial survey and inspection of the line by YVEA to determine clearance problems if CATV, Fiber and telephone is to be under built, including time of person required and expenses shall be paid by CATV, Fiber or telephone. A written report shall be issued to the CATV, Fiber or telephone company listing all changes necessary and estimating construction costs.

b) All costs of changing out primary poles, secondary poles, and lift poles including the cost of installation and/or removal of guys, anchors, stub poles, temporary construction and all other construction items needed to make the resulting construction in accordance with the NESC shall be borne solely by the CATV, Fiber or telephone company requesting attachment permits. All resagging costs shall be borne by the CATV, Fiber or telephone company, if resagging of primary conductors is required or necessary to achieve NESC compliance.

10. Adjustments to YVEA’s existing pole line to “make it ready” to receive the additional CATV, Fiber or telephone attachment shall be done based on the

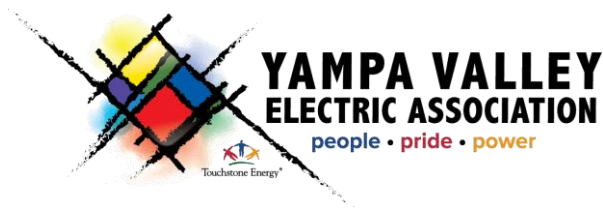


construction staking sheets and report developed during the “make ready” survey. These adjustments shall include all changes to the primary wire or to the primary poles, secondary (lift) poles, stub poles, guys, anchors, and/or replacements or other construction necessary to make YVEA’s system ready to accept the additional CATV, Fiber or telephone attachment.

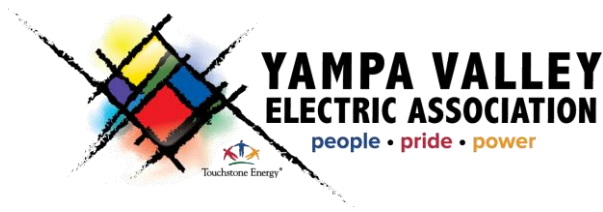
a) A total estimated cost of the “make ready” adjustments shall be paid by the CATV, Fiber or telephone company and held in escrow prior to the actual construction. After completion of the construction, the CATV, Fiber or telephone company will be assessed the actual cost. If the actual cost is less than the estimated cost, that amount will be withdrawn from the escrow account by YVEA and the remainder returned to the CATV, Fiber or telephone company. If the actual cost exceeds the estimated cost, the entire escrow account will be withdrawn by YVEA and the additional amount billed to the CATV, Fiber or telephone company.

b) It shall be the responsibility of the CATV, Fiber or telephone company to attach at proper height, to achieve proper clearance, and construct their facilities in accordance with the *current edition* of the *National Electrical Safety Code*. If the CATV, Fiber or telephone company finds that it cannot make an attachment on a pole and be in compliance with the *NESC*, then it shall be immediately brought to the attention of YVEA in writing and by telephone and the pole will be re-surveyed and appropriate measures taken to make it ready for attachment.

11. Under no circumstances shall CATV, Fiber or telephone company construction begin until all “make ready” costs have been paid in full to YVEA and a pole attachment contract has been executed and approved by both parties. Only the poles permitted under the above conditions may receive a CATV or telephone attachment.
12. YVEA shall issue a permit to allow attachment to its poles once all “make ready” costs have been paid and a current pole attachment contract is in effect.
13. All cable(s) and power supplies shall be located on the same side of each pole as any existing cable(s), or as designated by YVEA.
14. On jointly used poles where YVEA has secondary conductors, all cable(s) and power supplies shall be located on the same side of the pole as the secondary conductors, or as designated by YVEA.
15. Service connections or drops to CATV, Fiber and telephone company customers shall be installed and maintained to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any cable or telephone service connections or drops. Specifically, the climbing space and working space provisions of the *NESC* shall be enforced.



16. CATV, Fiber and telephone company shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire.
17. No power supply shall be installed on any of YVEA's poles on which are already installed, underground electric services, capacitor banks, sectionalizing equipment, or voltage regulators.
18. No electrical service connection to the CATV, Fiber and telephone power supply shall be made or installed by CATV, Fiber or telephone until after YVEA shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
19. No bolt used by the CATV, Fiber and telephone company to attach its facilities shall extend or project more than one (1) inch beyond its nut.
20. All attachments or facilities of the CATV, Fiber and telephone company shall have at least two (2) inches clearance from unbonded hardware.
21. All CATV, Fiber and telephone cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least (40) inches clearance under the current carrying parts of such equipment (energized at 8.7 kV or less, line to ground). These clearances shall be increased to forty-three (43) inches for facilities energized at 14.4 kV (Line to Ground). See table 235-5 of the NESC for necessary clearances at other voltages. All joint use cable(s) shall have at least twenty (20) inches clearance under security light attachments. Clearances not specified in this rule shall be determined by reference to the National Electrical Safety Code.
23. The CATV, Fiber and telephone company shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, and all subject to approval of YVEA, provided that the CATV, Fiber and telephone company shall be solely responsible for compliance with the specifications referred to in Section 5 of the License Agreement.
24. All down guys, head guys or messenger dead ends installed by the CATV, Fiber and Telephone Company shall be attached to jointly used poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least four inches vertical clearance. Under no circumstances shall the CATV, Fiber and telephone company install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.



25. In the event that any of the CATV, Fiber and telephone company's proposed facilities are to be installed upon poles already jointly used by YVEA and other parties, without any way modifying the clearance requirements set forth in these Rules and Practices, the CATV, Fiber or telephone company shall negotiate with such other parties, as to clearances between its facilities and the spans of the CATV, Fiber or telephone company and such other parties. However, a minimum of six (6) inches shall be maintained between joint-use attachments on a pole.
26. In the event the CATV, Fiber or telephone company desires to request a change in the number of pole contacts, it shall do so by submitting to YVEA the standard form suitable for that purpose.
27. The CATV, Fiber or telephone company shall provide a written statement, signed by a Professional Engineer representing the CATV, Fiber or telephone company, that its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this agreement as outlined in Section 10 (a), (b), and (c) of the License Agreement.
28. YVEA will require a post-construction survey of the pole line to ensure that all CATV, Fiber or telephone attachments continue to meet clearance and loading requirements as required by the NESC. A certification statement signed by a Professional Engineer at the expense of CATV, Fiber or telephone company stating that all the CATV, Fiber or telephone facilities are in compliance with all applicable rules of the NESC, other codes and requirements and good utility practice will be required after this survey has been completed.
29. In emergency situations, to correct clearance problems, YVEA reserves the right to do anything necessary within good utility practice to maintain correct clearances. YVEA will notify the CATV, Fiber or telephone company of the situation within a reasonable time and will bill the CATV, Fiber or telephone company for their portion of the emergency repairs.
30. On pole replacement projects, YVEA reserves the right to transfer simple attachments to the new pole and bill the CATV, Fiber or telephone company a nominal amount \$40.00 for this transfer.

EXHIBIT "C"

Joint Use Application and Permit for Use of Poles or Conduit

Application No. _____

Date _____

In accordance with the terms of agreement dated _____, application is hereby made for licensee to make attachments to _____ poles located in or near _____ in the County of _____ and the State of _____.

The poles, including proposed construction by (YVEA) if necessary for which permission is requested are listed by pole number on the attached Exhibit "C" and further identified on the attached map. Conduit length is listed on Exhibit "C" as well. Detailed construction plans, and location drawings will be furnished.

Licensee

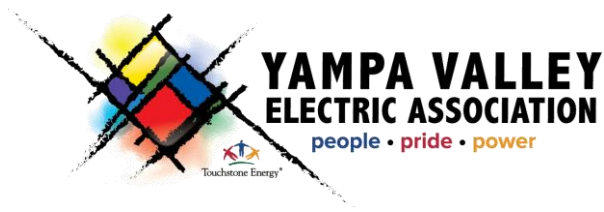
By: _____

Title: _____

Certification to be completed

I hereby certify that upon final inspection (which will be made within 30 days after construction is complete) the attachments fully comply with the National Electrical Safety Code (NESC), latest edition, and no poles or facilities of _____ will be in violation of NESC as the result of said attachments.

Registration No. (State) Engineer's Signature



Permission for construction granted _____, subject to (1) your approval of the following changes and arrangements at an estimated cost to you of \$_____, (2) the necessary third-party rearrangements are done satisfactorily, and (3) that licensee construct according to standards.

By: _____

Title: _____

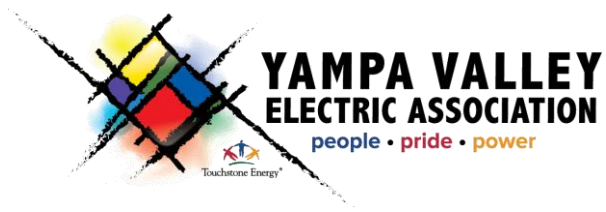
Licenser

The above estimates for make-ready changes and rearrangements approved _____ . Licensee intends to construct plan within 120 days after make-ready work is complete.

By: _____

Title: _____

Licensee



SCHEDULE OF FEES

| | |
|--|--|
| Application Fee: | \$250.00 |
| Make Ready Work: | Actual Amount Certified by YVEA in response to Application |
| Approved Joint Use Attachment: | \$19.80/year |
| Unauthorized Attachment: | \$200.00 |
| Work of YVEA to Transfer Licensee's Equipment to new Pole | \$40.00 |
| Pre-Construction Service Inspection Fee | \$100.00 |
| Post Construction Service (including modifications or pole transfers) Inspection Fee | \$100.00 |
| Special /any other Inspections | \$100.00 |
| Audit/Inspection | \$100.00 |
| Safety Inspection | \$100.00 |
| Tampering/Safety Inspection Fee | \$140.00 |

EXHIBIT "D"

NOTIFICATION OF REMOVAL

In accordance with the terms of Agreement dated _____, _____ notice is given to Licensor of the removal of attachments from poles located in or near in the County of _____ and the State of _____.

The poles from which attachments have been removed are listed below: Exhibit D1 and further identified on the attached map.

| COOPERATIVE POLE LOCATION | LICENSOR USE | COOPERATIVE POLE LOCATION | LICENSOR USE |
|------------------------------|-----------------|------------------------------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Licensee

By: _____ Title _____

Date Notice Acknowledged _____

Licensor

By: _____ Title _____