

**FRANCHISE AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of November, 2011, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (hereinafter "Lexington"), and **WINDSTREAM KENTUCKY EAST, LLC**, a limited liability corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, with its principal office at 130 West New Circle Road, Lexington, Kentucky 40505 (hereinafter "Windstream").

**WITNESSETH:**

**WHEREAS**, by Ordinance No. 143-2011 (the "Ordinance"), enacted November 3, 2011, Lexington created a short-term non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications system in Fayette County, Kentucky; and

**WHEREAS**, pursuant to the Ordinance Lexington authorized the advertising for bids on said franchise and Windstream submitted a timely bid to acquire said franchise; and

**WHEREAS**, by Resolution No. \_\_\_\_-2011, enacted December \_\_\_\_, 2011, Lexington accepted the bid of Windstream as substantially responsive to the Ordinance and in the best interest of the citizens of Lexington-Fayette Urban County; and

**WHEREAS**, Lexington and Windstream have agreed to accept the following as the terms of this Agreement and as those of the franchise.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of all of which are hereby acknowledged, the Government and Windstream agree as follows:

1. Ordinance No. 143-2011, which is attached hereto as Exhibit "A" (the "Ordinance"), is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Windstream for this franchise, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Lexington hereby grants unto Windstream a non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications system upon, through, along, under and over the public streets, alleys, avenues, public roads, highways, sidewalks, and other public ways of the Lexington-Fayette Urban County Government in accordance with the terms of the Ordinance.

4. This Agreement shall commence on December \_\_\_\_, 2011, and shall expire on December \_\_, 2012 unless otherwise extended by the parties pursuant to the provisions of the Ordinance or the parties enter into another franchise agreement.

5. In consideration of the granting of this franchise, Windstream agrees to pay to Lexington any fees required pursuant to the Ordinance.

6. Windstream, its successors and assigns, in consideration of the grant, sale and conveyance of the above franchise, does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as contained in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

7. This Agreement contains and embodies the entire agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto. No changes, modifications or other deletions in this Agreement shall be effective unless and until the same are reduced to writing and approved, adopted, and executed in the same fashion as this Agreement.

**IN TESTIMONY WHEREOF**, the Lexington-Fayette Urban County Government has caused its name to be affixed hereto by the Mayor and Windstream Kentucky East, LLC, has caused its name to be affixed hereto by Brian L. Harman, its properly authorized officer.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: \_\_\_\_\_  
JIM GRAY, MAYOR

ATTEST:

\_\_\_\_\_  
SUSAN LAMB, COUNCIL CLERK

WINDSTREAM KENTUCKY EAST, LLC

BY: \_\_\_\_\_  
BRIAN L. HARMAN, Vice President - Operations

STATE OF KENTUCKY     )  
                                      )  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was subscribed, sworn to and acknowledged before me  
by Brian L. Harman, as Vice President-Operations, Windstream Kentucky East, LLC, on  
this the \_\_\_\_ day of November, 2011.

My commission expires: \_\_\_\_\_

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NOTARY PUBLIC  
KENTUCKY, STATE-AT-LARGE