



REQUEST FOR POLE ATTACHMENT AGREEMENT

This Request for Pole Attachment Agreement (RPAA) will be the basis for the possible development of a Pole Attachment Agreement between Conway Corporation (COMPANY) and a prospective pole user (Applicant), to enable the Applicant to attach specified types of equipment to designated COMPANY owned facilities. All requested data must be provided by the Applicant.

This RPAA shall not serve as or constitute a Pole Attachment Agreement, or other agreement pertaining to attachments of equipment to COMPANY owned facilities. (TO INSURE CLARITY AND ACCURATE PROCESSING, THIS FORM SHOULD BE COMPLETED AND E-MAILED TO THE COMPANY'S ENGINEERING GROUP AT THE ADDRESS LISTED IN SECTION III.)

APPLICANT, BY SUBMITTING THIS REQUEST, REPRESENTS THAT IT WILL BE THE OWNER OF THE PROPOSED ATTACHMENTS, THAT IT HAS READ THE REQUEST AND THAT ALL REPRESENTATIONS CONTAINED HEREIN ARE TRUE.

I. General Information

Applicant will remit a fee of \$500 for the processing of this RPAA. This fee is non-refundable. Processing of this RPAA will not occur until the fee has been received. Applicant also understands that if an Agreement is entered into, placement of attachments will be pursuant to a Permit Application process and there will be an estimated fee per pole before the Permit Application review process will begin. At completion, Applicant will be obligated a fee to COMPANY for its work and costs (as well as the work by its contractors and agents) in reviewing and responding to each permit application submitted by Applicant for attachments to COMPANY-owned facilities. Those costs may be incurred in connection with the inspection (both pre-attachment and post-attachment), design, construction, installation/removal, other "make ready" work, and related processes pertaining to Applicant's proposed attachments.

1. Depending on the area chosen, **Applicant may need to obtain permission from the owners of other poles, or similar facilities** (such as AT&T,) in order to effectively complete its planned build-out of attachments or other equipment, and achieve its desired telecommunications capabilities or other objectives.
2. Weather, crew availability, and other variables may impact, and require adjustments to, any plan or schedule for the completion of facilities attachment make-ready work.
3. Only COMPANY and its approved contractors are allowed to perform make-ready work on COMPANY-owned facilities. Make-ready work will adhere to NESC Class B construction standards and clearance standards of COMPANY. Only COMPANY or COMPANY's authorized representatives are allowed to process a Permit Application for proposed attachments to COMPANY-owned facilities.
4. COMPANY will require Applicant to provide a current certificate of insurance proving that Applicant has insurance coverages in effect that meet COMPANY's minimum insurance

requirements prior to execution of a Pole Attachment Agreement. **Company's minimum insurance requirements will be specified in the Pole Attachment Agreement.**

5. COMPANY will require Applicant to furnish and maintain, throughout the term of the License Agreement, a performance bond or letter of credit, in form and content, and from an institution acceptable to COMPANY, prior to execution of a Pole Attachment Agreement. That performance bond or letter of credit will guarantee the payment of any sums which may become due COMPANY, or COMPANY's authorized representatives, for rentals, inspections, and work performed for the benefit of Applicant, including removal of attachments upon termination of the Pole Attachment Agreement, and for any expense that may be incurred by COMPANY or its authorized representatives as a result of Applicant's default under the Pole Attachment Agreement. **The required amount of the performance bond will be specified in the Pole Attachment Agreement and appropriate forms are attached to this document.**
6. Specific technical information about the Applicant's proposed attachments must be submitted by Applicant with each Permit Application, to enable the COMPANY to complete an adequate technical evaluation (to include performing pole loading calculations and/or assessing duct availability). This technical information shall include, but is not limited to:
 - manufacturer and part number of coax or fiber
 - size of messenger (outside diameter)
 - size of cable (outside diameter)
 - cable and messenger weight per foot
 - initial design tension of messenger
 - largest final sag for various span lengths
 - pertinent parameters, such as weight, physical size, attaching requirements, etc. of any other proposed attachment.
7. Applicant will be responsible for obtaining all legally required franchises, licenses, waivers, consents, approvals, easements, rights of way and permits necessary to construct, maintain, and use way, easements, or other property rights, private or public, will not be used or relied upon by Applicant, as a basis for its construction, maintenance, or use of its equipment attached to COMPANY-owned facilities. Applicant at Applicants expense is obligated to pay for any required transfers and/or required reconstruction.
8. The following questions **must** be answered in order to prepare the proposed Pole Attachment Agreement.
 - a) Is Applicant:
 - A "cable television system," as such term is defined on the federal Communications Act of 1934 as amended? _____
 - A "telecommunications carrier," as such term is defined in the federal Act? _____
 - A private, commercial entity, but not a cable television system of telecommunications carrier, as described above? _____
 - If so, specify the type of entity. _____
 - b) In what specific geographic area of Conway does Applicant propose to install/attach its equipment on COMPANY-owned poles? Please provide city maps of the proposed attachment.

- c) If applicable, how many attachments does Applicant propose to make to COMPANY owned poles?
- d) Will Applicant use any portion of the proposed installed fiber and/or pole attachments, as described above, to provide "telecommunications services" as defined in the federal Act?
- e) If so, what percentage or proportion (expressed in linear distance for installed fiber and/or in total number for pole attachments) of that installed fiber and/or those pole attachments does Applicant anticipate using to provide telecommunications services?
- f) What is Applicant's planned construction schedule and build-out completion time for the fiber installation and/or pole attachments described above?
- g) Apart from the National Electrical Safety Code ("NESC") and OSHA requirements, which industry standards does Applicant normally follow when installing/attaching its equipment (including, but not limited to, fiber optic or other cable) on utility-owned poles or in utility owned duct?

NOTE: COMPANY standards are 18' minimum clearance from ground to lowest wireline attachment at all locations. Safety clearance distances between facilities must adhere to the NESC. Any attachments must be erected and maintained in accordance with NESC, OSHA Requirements and Company standards in effect at the time of the installation, and maintained such as may be reasonably amended or revised.

- h) To aid in determining the proper insurance requirements, does the Applicant have employees that will be involved in the construction, maintenance or repair of the system or will Applicant solely use contractors instead?

NOTE: Applicant is hereby advised that the generation, transmission and/or distribution of electrical energy involves the handling of a natural force which, when uncontrolled, is inherently hazardous to life and property. Applicant is farther advised that, due to the nature of the work of attaching its Facilities to COMPANY'S Poles hereunder, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in the work Applicant agrees to use only employees and contractors that have training in work near energized utility lines. COMPANY reserves the right to disapprove of any potential contractor provided however that COMPANY shall have no liability regarding the approval, disapproval or silence regarding any contractor.

If Applicant will use contractors list the initial contractors below, together with the primary business address:

II. Applicant Data

Applicant's Complete Legal Name:

Applicant's Assumed or "Doing Business As" Name(s), if any:

If incorporated, what type? (LP, LLC, etc.)

Where incorporated:

Mailing address:

City/State/Zip

Contact Personnel:

Contracts Manager: _____

Phone:

Mobile: _____

Office: _____

Email: _____

Fax: _____

Mailing Address: _____

City/State/Zip: _____

Claims Representative: _____

Phone:

Mobile: _____

Office: _____

Email: _____

Fax: _____

Mailing Address: _____

City/State/Zip: _____

Accounts Receivable Contact: _____

Phone:

Mobile: _____

Office: _____

Email: _____
Fax: _____
Mailing Address: _____

City/State/Zip: _____

Accounts Payable Contact: _____

Phone: _____
Mobile: _____
Office: _____
Email: _____
Fax: _____
Mailing Address: _____

City/State/Zip: _____

Local Contracts Contact: _____

Phone: _____
Mobile: _____
Office: _____
Email: _____
Fax: _____
Mailing Address: _____

City/State/Zip: _____

Local Construction Contact: _____

Phone: _____
Mobile: _____
Office: _____
Email: _____
Fax: _____
Mailing Address: _____

City/State/Zip: _____

Local Engineering Contact: _____

Phone: _____
Mobile: _____
Office: _____
Email: _____
Fax: _____
Mailing Address: _____

City/State/Zip: _____

Local Operations Contact: _____

Phone: _____
Mobile: _____
Office: _____
Email: _____

Fax: _____
Mailing Address: _____

City/State/Zip: _____

Local Emergency Contact: _____

Phone: _____

Mobile: _____

Office: _____

Email: _____

Fax: _____

Mailing Address: _____

City/State/Zip: _____

By signing below and submitting this application the undersigned acknowledges that the information contained herein, and attached, is true and accurate.

By: _____

Print By

Print Title

III. Contact Information for COMPANY:

Conway Corporation
Attn: Dale Gottsponer
PO Box 99
Conway AR 72033
Phone: 501-450-6049
Dale.gottsponer@conwaycorp.com

Please email this completed form as a Word document to Dale Gottsponer at the address listed above.

NOTE:

Please allow ample time to complete the Pole Attachment Agreement development process. COMPANY and its representatives do not make any warranty, promise or guarantee as to the time required to complete and execute the Pole Attachment Agreement.

SURETY AGREEMENT FORMS

Please follow these instructions:

- Please do not alter these Surety Agreement forms.
- The signature and title of an officer of your company is required on the line listed under "Principal".
- If the business is a Partnership or Joint Venture, the Surety Form must be signed by a General Partner.
- If the business is a Sole Proprietorship, the Surety Form must be signed by the owner.
- The original Surety Agreement, and any related Power of Attorney, should be mailed to:

Conway Corporation
Attn: Dale Gottsponer
PO Box 99
Conway, AR 72033

If you have any questions, please contact:

Dale Gottsponer
Phone: 501.450.6049
Email: dale.gottsponer@conwaycorp.com

Thank you for following the above requirements.

PERFORMANCE AND PAYMENT BOND

We,

(State whether Individual, Partnership, or Corporation)

Hereinafter called Principal, and _____
as Surety, hereinafter called Surety, are held and firmly bound unto CONWAY CORPORATION of the
City of Conway, Arkansas, as obligee, hereinafter called Owner, in the amount of

Dollars (\$_____)

for the payment whereof the Principal and Surety bind themselves, their heirs, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The Principal has by written Agreement dated _____ entered into a
contract with Conway Corporation for _____, which contract is by reference made a
part hereof and is hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall faithfully perform its obligations
in the time and in the manner specified in the Contract and shall fully indemnify and save harmless
Conway Corporation from all cost and damage which it may suffer by reason of the Principal's failure so
to do, including the failure to furnish any necessary corrective work or property as specified in the
Contract., and including payment of liquidated and consequential damages of Conway Corporation, and
shall fully reimburse and repay Conway Corporation all outlay and expense which Conway Corporation
may incur in making good any such default and further, if the Principal shall pay all sales or use taxes due
the State of Arkansas and shall pay all persons all indebtedness for labor or materials furnished or
performed under said Contract, failing which such persons shall have a direct right of action against the
Principal and Surety jointly and severally under this obligation, subject to Conway Corporation's priority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond shall be construed as an Arkansas statutory performance and payment bond and all
mandatory statutory provisions are deemed incorporated herein by reference, except that if any provision
herein is more beneficial to the persons protected hereby than the statutory provisions, the provisions of
this bond shall prevail.

No suit shall be brought to enforce the Surety's obligations under the statutory provisions
pertaining to Arkansas statutory performance and payment bonds after one year from the date of final
payment is made on the Contract, provided that nothing herein shall be construed to limit or shorten any
statute of limitation applicable to other obligations of the Surety or Owner under the Contract, it is agreed
that Conway Corporation may bring suit on this bond against the Surety alone or against the Principal and
Surety jointly at any time before suit against the Principal for breach of a written contract would be
barred. This bond shall be executed by an agent of the Surety resident in the State of Arkansas, shall be
deemed an Arkansas Contract and shall be construed and enforced in accordance with the laws of
Arkansas. Any alterations which may be made in the terms of the Contract, or in the work to be done
under it, or the giving by Conway Corporation of any extension of time for the performance of the
Contract, or any other forbearance on the part of either Conway Corporation or the principal to the other

shall not in any way release the Principal and Surety or Sureties, or either or any of them, their heirs, personal representatives, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alterations, extension or forbearance being hereby waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

Executed this _____ day of _____, 20____.

ATTEST:

(Principal)

By _____

COUNTERSIGNED:

Surety

By _____