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*Attorneys for MP Nexlevel, LLC*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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IN RE:	)	Chapter 11
	)	
WINDSTREAM HOLDINGS, INC., et al.,	)	Case No. 19-22312 (RDD)
	)	(Jointly Administered)
Debtors. <sup>1</sup>	)	

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**OBJECTION OF MP NEXLEVEL, LLC, TO THE DEBTORS' NOTICE OF (A)  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED BY THE  
DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY, AND (C)  
RELATED PROCEDURES IN CONNECTION THEREWITH**

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<sup>1</sup> The last four digits of Debtor Windstream Holdings, Inc.'s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.



MP Nexlevel, LLC (“MP Nexlevel”), by its counsel, hereby files its *Objection of MP Nexlevel, LLC, to the Debtors’ Notice of (A) Executory Contracts and Unexpired Leases to Be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related Procedures in Connection Therewith* (the “Objection”) objecting to, among other things, the cure amounts owed to MP Nexlevel. In support of its Objection, MP Nexlevel respectfully states as follows:

**JURISDICTION, VENUE, AND CONSTITUTIONAL AUTHORITY TO ENTER  
A FINAL ORDER**

1. This Court has jurisdiction over this matter and the parties hereto pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This matter constitutes a “core” proceeding pursuant to 28 U.S.C. § 157.

**BACKGROUND**

2. MP Nexlevel is a Minnesota-based, full-service utility contracting company.

3. On January 1, 2016, MP Nexlevel entered into a Master Contractor Agreement for Network Services with Windstream Supply, LLC (“Windstream”), Contract # 151104N2 (the “January 1 Agreement”). A true and correct copy of the January 1 Agreement is attached hereto as **Exhibit A**.

4. Pursuant to the January 1 Agreement, MP Nexlevel agreed to provide utility contracting services to projects later agreed to by Windstream and MP Nexlevel on terms forth in project scope agreements generated through Windstream’s web-based procurement of infrastructure network contractor services system or a similar successor system. The scope and terms of the services provided by MP Nexlevel under a project scope agreement would be later incorporated into the January 1 Agreement.

5. On July 3, 2018, MP Nexlevel entered into a series of interrelated master contractor agreements with Windstream: Windstream Contract Number 151104N2 and Windstream Contract Number 180702N1 (the “July 3 Agreements” and, together with the January 1 Agreement, the “Agreements”). True and correct copies of the July 3 Agreements are attached hereto as **Exhibit B**. The July 3 Windstream Contract Number 151104N2 replaced and incorporated into it the January 1 Agreement.

6. Pursuant to the July 3 Agreements, MP Nexlevel agreed to provide utility contracting services to projects later agreed to by Windstream and MP Nexlevel on terms forth in project scope agreements generated through Windstream’s web-based procurement of infrastructure network contractor services system or a similar successor system. Each of the July 3 Agreements covered different geographical regions in which MP Nexlevel would provide its service to Windstream; all other terms of the July 3 Agreements are identical or nearly identical and together represent the contractual relationship of MP Nexlevel and Windstream entered into on July 3. The scope and terms of the services provided by MP Nexlevel under a project scope agreement would be later incorporated into the July 3 Agreements.

7. On February 25, 2019 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the U.S. Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York.

8. The Debtors are operating their businesses and maintaining their assets as debtors in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108. As of the Petition Date, the Debtors owed MP Nexlevel \$2,531,393.22 for services provided to them by MP Nexlevel pursuant to the Agreements.

9. On May 2, 2019, MP Nexlevel and the Debtors entered into a certain Trade Vendor Agreement, attached to this Objection as Exhibit C. Under the Trade Vendor Agreement, the Debtors recognized MP Nexlevel as a “critical vendor” and agreed to pay MP Nexlevel \$1,923,858.85. MP Nexlevel has since been paid this amount.

10. In exchange for the payment of this amount, MP Nexlevel agreed to continue to provide the Debtors with post-petition services as agreed to under any existing signed contract as of the date of the Trade Vendor Agreement—the Agreements—through the current terms of those contracts and through the pendency of the above-captioned bankruptcy cases on payment terms of 2/15 net 60 days to the Debtors.

11. Since the Petition Date, MP Nexlevel has continued to provide the Debtors with utility contracting services pursuant to the Agreements. The Debtors have paid MP Nexlevel certain amounts due under the Agreements. The Debtors, however, have failed to pay MP Nexlevel at least \$466,705.68 for services rendered under the Agreements from the Petition Date through April 2020 (the “Cure Amount”). The Debtors appear to have failed to pay the Cure Amount based on the contention that Nexlevel did not timely perform services under the Agreements. Any failure to timely perform by Nexlevel was a result of the Debtors’ prior failure to timely perform, such as timely securing permits, or other delays caused by or the responsibility of the Debtors. Accordingly, the Cure Amount remains outstanding.

12. On June 3, 2020, the Debtors filed their *Notice of Filing of Plan Supplement* [Dkt No. 1973]. As part of the Plan Supplement, the Debtors filed the Assumed Executory Contract and Unexpired Lease List with the Court as contemplated under the Debtors’ Chapter 11 Plan.

13. The Debtors sent a *Notice of (A) Executory Contracts and Unexpired Leases to Be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, If Any, and (C) Related*

*Procedures in Connection Therewith* dated June 3, 2020 (the “Notice”). Exhibit A to the Notice listed two service agreements as contracts with MP Nexlevel to be assumed and defaults to be cured under the Debtors’ proposed Chapter 11 Plan: one “Service Agreement for Contractors dated 01/01/2016” and one “Service Agreement for Contractors dated 07/03/2018.” The Debtors did not specify which of the January 3 Agreements the Debtors intended to assume. The Debtors asserted a total cure of “\$0” for each of the January 1 and July 3 Agreements. The \$466,705.68 owed to MP Nexlevel post-petition by the Debtors pursuant to the Agreements, however, remains outstanding. Accordingly, MP Nexlevel has filed this Objection, which is timely.<sup>2</sup>

**MP NEXLEVEL’S OBJECTION TO POTENTIAL ASSUMPTION  
OF THE AGREEMENTS**

14. As a matter of law, the Debtors cannot assume and assign any of the Agreements unless and until the Debtors (a) cure any and all existing defaults under the Agreements and (b) provide adequate assurance of future performance of their obligations under the Agreements. 11 U.S.C. § 365(b)(1). The Debtors have the burden to show that a contract is assumable and that the requirements of Section 365 of the Bankruptcy Code are met. 11 U.S.C. § 365(a); *see In re Thane Int’l, Inc.*, 586 B.R. 540, 546 (Bankr. D. Del. 2018); (“The debtor has the burden to show that a contract is assumable and that Section 365 has been met.”).

15. In order to actually “cure” a default of a contract under 11 U.S.C. § 365, all unpaid amounts due under the agreement must be paid. *In re Network Access Sol., Corp.*, 330 B.R. 67, 76 (Bankr. D. Del. 2005); *see In re Fortunoff Fine Jewelry & Silverware, LLC*, No. 08-10353 (JMP), 2008 WL 618986, at \*58 (Bankr. S.D.N.Y. Feb. 15, 2008) (stating that the cure amount

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<sup>2</sup> MP Nexlevel disputes that the Notice was properly and timely served as required pursuant to Fed. R. Bankr. P. 9014 and 7004. MP Nexlevel reserves all rights in connection with the filing of this Objection.

with respect to an assumed contract is the amount necessary to “cure any defaults” and “pay any actual or pecuniary losses that have resulted from such defaults”).

16. It is well established that a contract cannot be assumed in part or rejected in part. Rather, a debtor is required under Section 365 of the Bankruptcy Code to either reject the contract in full or assume the contract in full, which includes all of the benefits and burdens of the contract. *AGV Productions, Inc. v. Metro-Goldwyn-Mayer, Inc.*, 115 F.Supp.2d. 378, 390–91 (S.D.N.Y. 2000) (debtor cannot assume executory contract in part and reject it in part); *see also In re Atlantic Computer Sys., Inc.*, 173 B.R. 844, 849 (S.D.N.Y. 1994) (same); *In re Leslie Fay Cos., Inc.*, 166 B.R. 802, 808 (S.D.N.Y. 1994) (same).

17. As an initial matter, the Notice does not specify which of the two July 3 Agreements that the Debtors intend to assume, or whether they intend to assume both of the July 3 Agreements. The Debtors failure to provide notice of intent to assume both July 3 Agreements may be an oversight as the January 1 Agreement intended to be assumed by the Debtors has been superseded by one of the July 3 Agreements.

18. In any event, the Debtors must assume or reject July 3 Agreements collectively. The July 3 Agreements are interrelated Agreements between MP Nexlevel and Windstream covering the overall scope of the services that MP Nexlevel contracted to provide to Windstream on July 3, 2018. These Agreements individually are identical or nearly identical with respect to the parties’ duties to each other and were entered into by MP Nexlevel and Windstream at the same time; the Agreements only differ by covering separate geographic locations in which they must fulfill their overall contractual duties. Consequently, in order to assume the actual contractual relationship between Windstream and MP Nexlevel under the July 3 Agreements, the Debtors must assume both July 3 Agreements.

19. Second, MP Nexlevel objects to the Debtors' asserted cure amount of "\$0". MP Nexlevel has continued to provide services to the Debtors post-petition under the Agreements and at the direction of the Debtors. The Debtors have paid MP Nexlevel for certain amounts due under the Agreements. The Debtors, however, have failed to pay MP Nexlevel at least \$466,705.68 due under the Agreements. This Cure Amount remains outstanding as of the date of this Objection. Therefore, if the Debtors intend to assume the Agreements, they must first pay the Cure Amount in the sum of \$466,705.68 plus any additional post-petition charges incurred by the Debtors under the Agreements through the effective date of assumption.

#### **RESERVATION OF RIGHTS**

20. MP Nexlevel reserves the right to amend or supplement this Objection and to assert any other rights, objections, and remedies under and relating to the Agreements, the Bankruptcy Code, or other applicable law, including, without limitation, the rights to raise additional arguments or objections concerning the proposed assumption and assignment of the Agreements, to inspect and analyze Debtors' books and records concerning the proper cure amount due under the Agreements, and to interpose amended or further objections at a later date as may be warranted by the attendant facts and circumstances.

WHEREFORE, MP Nexlevel respectfully requests that the Court enter an Order:

A. Requiring, as a condition to the Debtors' assumption of the Agreements, that the Debtors assume each of the July 3 Agreements;

B. Requiring, as a condition to the Debtors' assumption of the Agreements, that the Debtors pay to MP Nexlevel the Cure Amount in the sum of \$466,705.68, plus all additional post-petition charges incurred by the Debtors under the Agreements through the effective date of assumption;

C. Granting such other and further relief as the court deems just and proper.

Dated: June 24, 2020  
New York, New York

s/ Sandra E. Mayerson  
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**EXHIBIT A**

**Master Contractor Agreement for Network Services**Contract # **151104N2**

This Master Contractor Agreement for Network Services ("Agreement"), effective January 1, 2016 (the "Effective Date") made and entered into by and between Windstream Supply, LLC, 13560 Morris Road, Milton, GA 30004, on behalf of itself and its Affiliates (collectively, "Windstream"), and MP NextLevel, LLC, having an address of 500 CR 37 East, Maple Lake, MN 55358 ("Contractor"), is entered into as of the Effective Date and provides terms and conditions for the provision of Services (as defined below) by Contractor to Windstream. The scope of the Services and related requirements and specifications with respect to all Projects (as defined below) performed by Contractor for Windstream hereunder shall be described in writing in a statement of work, purchase order, work order, change order, plant maintenance request, emergency service request, JobTrac report, buried drop tool or a quote system report generated through Windstream's web-based procurement of infrastructure network contractor services ("PINCS") system or a similar successor system (each, a "Project Scope Agreement" or "PSA"). Each PSA shall become a part of this Agreement. Terms and conditions in a PSA shall supersede and replace any conflicting terms and conditions in this Agreement for only the specific project assignment defined in the PSA. All PSAs, exhibits and amendments to the Agreement, together with the terms and conditions of this Agreement, shall constitute and be construed as the Agreement.

**Entire Agreement.**

The terms of this Agreement shall constitute the entire Agreement between the parties hereto and no previous communications, representations or agreements either oral or written, between the Parties hereto with respect to the subject matter thereof shall vary the terms of this Agreement. This Agreement supersedes and replaces all prior agreements.

**Definitions.**

Except as otherwise specified herein or as the context may otherwise require, the following terms have the meanings set forth below for all purposes of this Agreement, including each PSA (as defined herein), and the definitions of such terms are equally applicable to both the singular and plural forms of such terms.

"Affiliates" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise. "Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any person, entity, or enterprise, the power, directly or indirectly, either to (i) vote a majority of the voting shares or other voting interests in such person, entity, or enterprise for the election of directors or other governing body of such person, entity, or enterprise or (ii) direct or cause the direction of the management and policies of such person, entity, or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

"Confidential Information" shall have the same meaning as set forth in the Mutual Non-Disclosure Agreement.

"Final Acceptance Certificate" shall mean the form attached hereto as **Exhibit A**, which may be executed and delivered by Windstream to Contractor upon final completion of a Project.

"Loss" or "Losses" shall mean all losses, liabilities, damages, and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).

"Milestone Date" shall mean the date agreed to by Windstream and Contractor as the deadline for the completion of a particular phase of each Project.

"Mutual Non-Disclosure Agreement" shall mean that agreement, pertaining to the duties and obligations of the Parties with respect to Confidential Information, entered into by and between the Parties prior to or contemporaneously with the Agreement.

"Partial Acceptance Certificate" shall mean the form attached hereto as **Exhibit B**, which may be executed and delivered by Windstream to Contractor upon completion of phases of a Project or successful completion of work identified by Milestone Dates.

"Party" or "Parties" shall mean Windstream, Contractor, or both.

"Project" shall mean each undertaking designated by and agreed to by Windstream and Contractor under which Contractor shall perform all of the work in substantial compliance with the agreed upon specifications set forth in a PSA.

"Project Completion Notification" shall mean the written notification from Windstream upon completion of a Project.

"Project Site" shall mean the geographical location where the work for each Project shall be performed.

"Services" shall mean the work, services, Projects, assignments, and tasks Contractor shall perform pursuant to this Agreement.

"Subcontractor" shall mean a person or entity that has a contract with Contractor to perform a portion of the work required to complete a Project.

"Term" shall have the meaning set forth in Section 2 (Term).

"Unit" shall mean one of the nomenclature codes (e.g., "BD3") listed on the Schedule (defined below) that identifies a specific construction task and the construction methods, materials and quantities to be used for installation.

## 1. **Services.**

This Agreement contains the prices and terms and conditions pursuant to which Windstream may order and Contractor shall render Services. Contractor shall perform the Services in accordance with the agreed upon PSA details, drawings and specifications and deliver the materials, if any, that are to be provided by Contractor, as described in the PSA. Unless otherwise agreed in a PSA, Contractor shall provide and pay for all expenses in connection with labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the PSA, whether or not such expenses are incorporated in the PSA. Any Services performed on behalf of Windstream by Contractor will be covered under the terms of this Agreement. The Parties may enter into additional PSAs, in which case each PSA shall be governed by and become part of this Agreement.

## 2. **Term.**

Effective Date:

The initial term of this Agreement shall begin on the Effective Date of the Agreement as stated above and shall continue for a period of two (2) years from the Effective Date (the "Initial Term"). At the conclusion of the Initial Term, this Agreement will automatically renew for successive one (1) year terms, unless either Party provides the other Party with written notice of its intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any renewal term. The Initial Term and any renewal terms may be collectively referred to herein as the "Term". Notwithstanding the foregoing, the Initial Term and any renewal term shall be deemed automatically extended as reasonably necessary to allow for the completion of performance hereunder, including under any exhibits, PSAs, attachments and amendments hereto, and, in such case, the term shall expire upon Windstream's delivery of the applicable Project Completion Notification or a Party's exercise of a termination right afforded to such Party hereunder in accordance with the terms hereof.

## 3. **Responsibilities of Windstream.**

- a) **Payment Terms.** Pursuant to the terms of each PSA, Windstream shall issue payment of any undisputed amount, less any retention provided for herein, within sixty (60) days after receipt of the applicable invoice by Windstream Accounts Payable. Windstream reserves the right to pay any amounts owed to Subcontractors directly to such Subcontractors, in which case such amounts shall be deducted from any amounts owed to Contractor. Nothing contained in the preceding sentence shall be construed as:

- i) limiting the responsibilities of Contractor as to its Subcontractors,
- ii) creating any responsibilities of Windstream as to any Subcontractor, or
- iii) evidencing any control of any Subcontractor by Windstream.

Approval and payment of invoices is solely for the purposes of payment and shall not be viewed as approval or acceptance of the workmanship or materials. Upon Project completion and Windstream's final inspection and acceptance (which may occur some time after Project completion), Windstream shall pay Contractor all amounts to which Contractor is entitled. Final payment shall be invoiced by Contractor within sixty (60) days after the date of completion of the Project. No payment shall be due to Contractor while Contractor is in default of any provision of this Agreement or any provision of a PSA covering a specific Project. Billing disputes shall not be cause for Contractor's non-performance under this Agreement.

- b) Windstream's obligation to make payment is subject to Contractor having delivered to Windstream either i) a release, in a form satisfactory to Windstream, of all liens arising out of this Agreement for Services performed and material supplied, or ii) receipts reflecting payment in full of all labor, materials, and equipment for which a lien could be filed for Services performed and material supplied, or iii) a bond, satisfactory to Windstream, indemnifying Windstream against such liens (each, a "Waiver"). Contractor shall also secure lien waivers ("Release of Liens") from each Subcontractor who has performed work on the particular phase of the Project and shall deliver a Release of Liens executed by each such Subcontractor which releases any and all claims against Windstream, including any claims against the real property at the location of the Project.
- c) Windstream may hold in reserve from all payments until final payment, an amount equal to 10% of the total due, or such greater amount as may be indicated on the PSA as retainage. Windstream may withhold such amounts as it deems appropriate to secure performance hereunder, or Windstream may, by notice to Contractor, or by listing on the PSA, require posting of bond, letters of credit, or other such security, at Windstream's discretion. Where a bond or letter of credit is indicated on the PSA, Contractor shall furnish the required bond or letter of credit to Windstream prior to commencement of any Service.

#### **4. Work On Time and Expense Basis.**

Contractor and Windstream may agree that services will be performed on a time and expense basis, at rates set forth in the PSA and as further described herein.

- a) When work by Contractor is to be performed on a time and expense basis, payment shall be made by Windstream to Contractor pursuant to Section 4 hereof for time actually expended and any reimbursable expenses actually incurred for Services at the rates set forth in the PSA. Reimbursable expenses are defined to be any expense Windstream has agreed to pay as provided in the PSA.
- b) Prior to performance of work on an hourly basis, Windstream shall specify and Contractor shall agree in writing to the number of employees and amount of work equipment that Contractor will provide. When such quantity has been agreed upon by Windstream and Contractor, Contractor shall not increase the quantity without written authorization from Windstream.

All work performed on a time and expense rate basis will be administered in strict accordance with Contractor's statement of working conditions included in the PSA.

#### **5. Work On Unit Basis.**

When work by Contractor is to be performed on a Unit basis, payment shall be made by Windstream to Contractor i) for materials at the rates set forth in the PSA and ii) for labor at the rates set forth in the **PSA**

**B and C to Objection to Notice of Assumption and Assignment Pg 5 of 134**

and its Exhibits (the "Schedule"). Each individual Schedule is to be separately executed and when so executed shall become a part of this Agreement. Terms and conditions in the Schedule shall supersede any conflicting terms and conditions in this Agreement for only the specific project assignment associated with that Schedule. If the Schedule does not contain a Unit price, payment shall be made at the rate(s) defined in the PSA. Windstream may specify any number of combination of Units deemed necessary for work to be performed, and Contractor shall be paid on the basis of Units completed, pursuant to this section. If work is requested of Contractor for which no Unit description and price is established in the Schedule or PSA, the prices of such work shall either be on an hourly basis or through the establishment of additional Units which will be made a part of this Agreement. Windstream reserves the right to source these additional Units outside of this Agreement. Windstream reserves the right to modify the work description and the material(s) breakdown for Unit(s) listed on the Schedule and also to delete Units therefrom. If a modification leads to a substantial increase or decrease in work requirements (as determined in Windstream's sole discretion), the Parties may renegotiate the labor rate for that specific Unit.

## 6. Work On Lump Sum Basis.

Contractor and Windstream may agree that Services will be performed on a lump sum basis, at rates set forth in the PSA. If Contractor will be submitting more than one invoice for work performed on a lump sum basis, Contractor will submit to Windstream:

- a) a schedule of costs of the various phases of the Services, including quantities, divided to assist Windstream in determining the accuracy of the invoices. The schedule will be provided to Windstream prior to the first invoice being submitted by Contractor. The sum of the schedule of costs will be the total PSA price.
- b) a schedule of Milestone Dates for the Project, along with a fixed fee, or a percentage of the total PSA price that becomes due upon successful completion of work identified to be complete at each Milestone Date.

## 7. Inspection and Acceptance of Project(s).

- a) Upon completion of each Project phase or on each Milestone Date set forth in the PSA(s), Windstream shall have the right to inspect and examine Services required to be completed on each Project as of the phase or Milestone Date. In the event Windstream reasonably finds Services to be in compliance with the specifications of the PSA, Windstream may sign and deliver a **Partial Acceptance Certificate**, in substantially the form attached hereto as **Exhibit B**, relating to work completed as of the phase or Milestone Date; provided that the requisite Waiver and Release of Lien(s) have been fully executed and presented to Windstream. In the event Services do not meet the requisite specifications designated in the PSA, or in the event Contractor fails to deliver the Waiver and Release of Lien(s) required pursuant to this Agreement, Windstream shall notify Contractor that such requirements of the PSA or this Agreement have not been met.
- b) In the event Windstream notifies Contractor that the requirements of the PSA have not been met, or that the requisite Waiver and Release of Lien(s) have not been delivered, Windstream will withhold the Partial Acceptance Certificate, and Contractor shall have ten (10) days in which to meet such requirements and/or deliver such Waiver and Release of Lien(s).
- c) Upon the final completion of a Project, Windstream shall have the right to inspect and examine Services, and if Services have been completed substantially in accordance with the terms of a PSA, all Subcontractors have been paid, there are no outstanding unsettled liens, and all applicable Waiver and Release of Lien(s) have been delivered to Windstream, Windstream may issue a signed **Final Acceptance Certificate**, in substantially the form attached hereto as **Exhibit A**, or a Project Completion Notification. The Final Acceptance Certificate or Project Completion Notification shall constitute final acceptance of the Project and a waiver of all claims associated with defective work under the PSA, except those arising from:
  - i) faulty or defective work discovered after the completion date;
  - ii) terms of the warranties provided herein and in the PSA(s); or
  - iii) unsettled liens of Subcontractors.

**8. B. and C to Objection to Notice of Assumption and Assignment Pg 6 of 134**

Upon written notice by Windstream:

- a) Windstream may withhold money due for portions of any defective work which have not been corrected by Contractor within a reasonable amount of time to the satisfaction of Windstream.
- b) Windstream may withhold the costs of correcting any defective work.
- c) Windstream may withhold money due for claims that might be the subject of reimbursement to Windstream by Contractor under this Agreement.
- d) If Windstream is advised that Contractor is not promptly paying Subcontractors or if Windstream is advised that employees of Contractor are not being promptly paid, Windstream may withhold such money as Windstream deems sufficient to ensure that obligations incurred by Contractor in connection with Services covered by this Agreement will be paid in full. Contractor shall pay each Subcontractor within five (5) days of any payment from Windstream to Contractor for and on account of materials furnished or work performed by each Subcontractor.

Windstream may withhold from or offset against money owed to Contractor under this Agreement any amounts Contractor owes to Windstream or a Windstream Affiliate for materials purchased from Windstream or a Windstream Affiliate.

**9. Right to Audit.**

Windstream may, upon notice to Contractor, audit any and all work or expense records of Contractor relating to this Agreement, including compliance with the Windstream Supplier Code of Ethics, as described in Section 41 herein. Contractor shall have the right to exclude from such inspection any of its confidential or proprietary information which was not otherwise provided to Windstream in performance of this Agreement. Contractor further agrees to maintain its books and records relating to material and/or services provided for a period of three (3) years from the date such work was completed, and to make such books and records available to Windstream, during normal business hours, at any time or times within the three year period.

**10. Changes in Work.**

Windstream may make changes to Services by altering, adding to, or deducting from Services. No change in the PSA price shall be made for minor changes not involving extra cost. All adjustments in the maximum PSA price shall be agreed to in writing by the Parties; provided, however, such agreement shall be made prior to Contractor performing any such change. If, after notification by Windstream of a need for additional manpower and equipment, Contractor is not able to meet the increased demand within the time required by Windstream, Contractor will not object to the securing of another Contractor(s) by Windstream to perform similar Services in the area for which Contractor has been awarded the PSA.

**11. Materials.**

- a) Contractor agrees all materials furnished by Contractor as a part of the Services, as identified in the PSA, will be purchased through Windstream, unless Windstream approves, in advance in writing, the purchase of products from other suppliers. Materials purchased through Windstream will be purchased at a rate equal to the purchase price paid for such materials by an Affiliate of Windstream and reimbursement therefor shall be subject to the prompt pay discount under Section 3(a) above. Contractor also understands and agrees that it is not authorized to purchase any materials through Windstream at Windstream's Affiliate's original purchase price, except for those materials required to complete Services specified in the PSA. Contractor shall identify any orders for materials to Windstream that are not required to complete Services specified in the PSA, and such materials shall be priced at the then current rates charged by Windstream.
- b) Contractor shall be responsible for the transportation, care and storage of all materials purchased from Windstream in order to comply with Contractor's obligations pursuant to the terms of this Agreement and PSA. Contractor may have the option, at Windstream's discretion, and depending on location and availability, to enter into a lease agreement with Windstream for purposes of storing materials, vehicles and supplies necessary to complete Services under the PSA. If Windstream so offers and Contractor

chooses to enter into such a lease, Contractor shall execute the written lease agreement as provided by Windstream or one of its Affiliates.

- c) If Contractor chooses not to enter into a lease agreement with Windstream or one of its Affiliates or if Contractor is not given the option to enter into such a lease, Contractor shall be responsible for the storage of materials, utility vehicles, and supplies necessary to perform Services under the PSA. Contractor shall pick up and transport such material and equipment from its place of storage to the Project Site as needed. Contractor is responsible for ordering materials as necessary to fulfill its obligations under this Agreement and the PSA.
- d) Upon termination of this Agreement, Windstream may request Contractor to pick up, transport and return to a place of storage designated by Windstream any unused materials Contractor purchased from Windstream at Windstream's Affiliate cost. Contractor may invoice Windstream for such materials as if utilized under this Agreement. In the event Contractor does not return such materials in accordance with this Section 11, Contractor may not invoice Windstream for reimbursement.
- e) It shall be Contractor's duty to inspect all material used in the performance of Services, and Contractor shall not use defective material in any work to be performed hereunder. Any potentially defective materials should be returned to Windstream for inspection and warranty in accordance with Windstream policy.

## **12. Contractor Employees.**

- a) Contractor shall employ capable, experienced, reliable, and skilled people as required for the classes of work to be performed. Windstream reserves the right to require the removal of any Contractor employee, Subcontractor or Subcontractor employee from the Project if, in the judgment of Windstream, such removal is necessary to protect the interest of Windstream.
- b) Except as expressly stated otherwise herein, Contractor shall have the sole responsibility for the conduct of its employees and agents, including Subcontractors, and for payment of their entire compensation, including salary, withholding of income and social security taxes, worker's compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations towards all of its employees and agents, including Subcontractors, under all applicable laws.
- d) Hiring. Each Party agrees not to hire any employee of the other with whom such Party has contact without the prior written permission of the other Party, both during such time as the performance of Services under a PSA is pending and thereafter continuing for a period of six (6) months. This provision shall not apply to (i) Contractor's employees who have been continuously assigned to full-time Windstream servicing activities in excess of twelve (12) consecutive months, (ii) employees of either Party responding to advertisements made at job fairs, through Windstream internal communications, or in media circulated to the general public at large, or (iii) former employees, agents, or Subcontractors of Contractor.
- e) In the event a dispute regarding payment arises between Contractor and a Subcontractor (which term shall include for these purposes any lower-tier subcontractors), and the Subcontractor threatens to file a lien against the Project, Contractor is responsible for taking all steps, including immediate payment of the disputed amount, to insure that a lien is not filed against the Project. Contractor's remedy shall be against the Subcontractor and not Windstream or the Project.

## **13. Independent Contractor.**

It is expressly understood and agreed that Contractor is an independent contractor and that Windstream shall not be liable for any of the Contractor's acts or omissions in the performance of Services. Contractor represents and warrants that all persons it employs to do work for Windstream shall be employees of Contractor exclusively and at no time shall be authorized to act as agents, servants, or employees of Windstream.

## **14. Supervision of Project(s).**

Contractor shall supervise and direct each Project using Contractor's best skills and attention, and Contractor shall be solely responsible for all construction means, methods, technique, sequences and

**15. Cooperation with other Contractors.**

Contractor agrees that Windstream may award separate contracts to other contractors to perform certain Services at a particular Project Site, and Contractor agrees to cooperate with such other contractors. Contractor also agrees to afford separate contractors a reasonable opportunity for the introduction and storage of materials and equipment at the Project Site.

**16. Time Frame for Work; Time is of the Essence.**

Contractor has the responsibility to meet the start and completion dates of the Project shown in the PSA, unless amended thereafter by Windstream. All times stated in the PSA are of the essence in the performance of this Agreement. Windstream reserves the right to secure additional Contractor(s) to perform Services in the area for which Contractor has been awarded the PSA in order to meet dates.

**17. Time Extensions.**

The time for completion of the Project set forth in the PSA, shall be extended for a reasonable period of time for a delay due exclusively to causes beyond the control and without the fault of Contractor, including acts of God, and acts or omissions of Windstream with respect to matters for which Windstream is solely responsible. Contractor is responsible for requesting any extension in the time for completion of the Project and for fully documenting the justification for said extension. The exact amount of time granted for any extension shall be mutually agreed upon in writing between Windstream and Contractor.

**18. Liquidated Damages.**

Should Contractor fail to complete the Project within the time agreed upon, including any Windstream approved time extensions, then Windstream shall have the right to deduct from and retain liquidated damages out of such moneys which may be due or which may become due and payable to Contractor. Contractor acknowledges that Windstream's damages in the event of a delay in Project completion are difficult or impossible to determine. Therefore, the liquidated damages amount shall be the sum of (i) the amount necessary to allow Windstream to engage another contractor to timely complete the Project (as reasonably estimated by Windstream), and (ii) the amount of Windstream's other actual damages resulting from Contractor's failure to complete the Project by the agreed time, and such sum is not intended as a penalty. If the amount due and to become due from Windstream to Contractor is insufficient to pay in full any such liquidated damages, Contractor shall pay to Windstream the amount necessary to pay such damages in full. Windstream shall promptly notify Contractor in writing of the manner in which the amounts retained, deducted, or claimed as liquidated damages were computed.

**19. Time Sheets.**

Contractor shall furnish time sheets acceptable to Windstream of all work done, unless notified by Windstream that time sheets are not required. The time sheets shall be signed by the authorized representatives of Windstream and Contractor, and one copy of the time sheet shall be submitted by Contractor to Windstream. The time sheets shall be itemized in billing Windstream for work done.

**20. Protection of Persons and Property.**

- a) Precautions. Contractor shall at all times take reasonable precautions to protect the persons and property of others which may be on or adjacent to the Project Site from damage, loss, or injury resulting from performance under this Agreement by Contractor or any other party with whom Contractor may have subcontracted. Contractor shall not disturb or displace any protection installed by others. Any property moved or damaged by Contractor during the course of performance of Services hereunder shall be returned or repaired by Contractor, at Contractor's expense, to Windstream's satisfaction.
- b) Clean Up. Contractor shall keep the Project Site and surrounding area free from accumulation of waste materials or rubbish. Upon completion of the Project, and prior to final payment, Contractor shall remove from and about the Project Site, all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials. Contractor shall dispose of all waste



materials and rubbish in accordance with all applicable local, state, and federal laws, regulations and ordinances.

- c) Interruption of Utility Services. Except as otherwise may be provided in the PSA, all work shall be performed by Contractor without interruption to or interference with any utility services. Contractor shall identify the type and location of all utility services on, under, or near the Project Site. Contractor is responsible for all notifications to utility services prior to the commencement of work on the Project Site. Contractor shall indemnify and hold harmless Windstream for any interruption of, or damage to, utility services in breach of this Section 20(c).

## **21. Use of Explosives.**

Contractor shall use no explosives in the performance of work under this Agreement without prior written approval of Windstream.

## **22. Notification of Injury or Damage.**

Contractor shall promptly notify Windstream of any injury, death, loss, or damage to persons, animals, or property which is in any way related to Services performed under this Agreement, even though such occurrence may not have been caused or contributed to by Contractor, its employees, or agents.

## **23. Inspection of Work.**

Windstream may maintain inspectors at the Project Site. After reasonable notice to Contractor, to further assure compliance with the plans and specifications and maintain quality of work, Windstream may periodically perform operational tests on the Project or a portion or portions thereof selected by Windstream. Any work rejected by Windstream shall be promptly repaired or replaced by Contractor.

## **24. Defects in Work.**

Contractor hereby represents and warrants to Windstream that all work shall be provided in a professional, workmanlike and timely manner, free of material defect and using only the highest professional standards while maintaining full compliance with Windstream's practices, technical and security standards and procedures (collectively, "Windstream Practices"). In addition to the foregoing, all of the required work shall be performed in accordance with the PSA. Windstream Practices may be modified from time to time at Windstream's discretion, and a copy of such modifications will be provided to Contractor at Contractor's request. It is Contractor's responsibility to understand and abide by all current Windstream Practices. Contractor shall correct at its expense all defects or deficiencies in Services which result from Contractor-furnished material, workmanship, or failure to follow the plans, drawings, or other specifications that are part of the PSA, which are discovered within one year from the date Services are accepted. Acceptance of Services by Windstream shall not constitute a waiver of any such defects or deficiencies. Windstream, at its option, may remedy such defects and deficiencies and Contractor shall pay Windstream's costs and expenses of making such corrections.

## **25. Laws and Regulations.**

Contractor shall in addition to all other applicable laws and regulations, comply with the following regulations during the course of all Services done for Windstream:

- a) CFR TITLE 23 Highways (Manual on Uniform Traffic Control Devices)
- b) CFR TITLE 29 Labor (OSHA)
- c) CFR TITLE 40 EPA
- d) CFR TITLE 49 Transportation (Federal Motor Carrier Safety Regulations)
- e) CFR, TITLE 49, Parts 100-180 (Hazardous Materials)
- f) CFR, TITLE 49, Parts 382 & 390-399 USDOT (Federal Highway Administration Safety Regulations)

g) Federal Communications Commission OET Bulletin 65 (Edition 97-01) (Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields)

h) Other (Identify)

Contractor shall also comply with all federal, state, local, and municipal laws, ordinances and regulations applicable to vehicle and drivers, the performance of Services, the transportation, storage, handling, and disposal of all material used in the performance of Services, and give all notices that may be required. Contractor shall obtain a copy of regulations or permit requirements from the proper authority and make all employees aware of these regulations. Contractor shall supply all traffic control devices as required by federal and state regulations.

Contractor agrees to abide by all federal and state laws and regulations relating to privacy, secrecy, confidentiality, and non-disclosure of communications.

## 26. Taxes and Licenses.

Contractor shall at its expense:

- a) pay all taxes required by law in connection with this Agreement or any PSA awarded to Contractor, including sales, use, storage, and similar taxes,
- b) secure all licenses and permits, pay all charges and fees, and give all notices necessary for the due and lawful prosecution of Services and/or furnishing of materials, except those itemized in any specifications or other addenda to this Agreement or exhibits as being provided by Windstream, and
- c) provide evidence of such at Windstream's request.

## 27. OSHA Compliance.

- a) Contractor shall have full responsibility for following all the requirements of the Occupational Safety and Health Act of 1970 ("the Act") and all regulations issued under the Act, any other applicable safety procedures, and other such laws, regulations, customs, and practices as may be applicable for proper completion of work under this Agreement, without any recourse to Windstream for additional costs or time because of these requirements. Contractor agrees that it is familiar with the Act and regulations issued under the Act and all of the other laws, regulations, customs, and practices referred to above. Contractor further agrees that Windstream is not in a position to create, control, or abate any hazards associated with Services of Contractor and that Windstream is not in a position to identify any hazards associated with Services. Contractor further agrees that Windstream is relying upon Contractor to take all reasonable steps necessary to avoid or abate any hazards associated with Services. In connection therewith, Contractor will complete and sign the attached **Exhibit C - Contractor Safety Checklist**.
- b) Contractor shall designate at least one responsible member of Contractor's organization whose duty shall be to ensure that the Act and the regulations issued under the Act and all other laws, regulations, customs, and practices referred to above are followed and that all reasonable steps necessary to avoid or abate any hazards associated with Services are taken.
- c) Contractor agrees and represents that it has developed and implemented a written safety program that complies with the Act and all regulations issued under the Act and which covers Services to be performed under this Agreement. Contractor further agrees and represents that its written safety program is enforced.
- d) Contractor agrees that no unauthorized persons, including representatives of government agencies, shall be allowed to enter a Project Site without prior approval of Windstream.
- e) Contractor agrees to indemnify Windstream for all citations and complaints arising under or connected with the Act and the regulations issued under the Act or any of the other laws, regulations, customs, and practices referred to above. Contractor agrees to defend Windstream against such citations and complaints at Windstream's election and to reimburse Windstream for all penalties, fines, costs, and attorneys' fees incurred by Windstream as a result of such citations and complaints.
- f) Contractor agrees to indemnify Windstream for all damages, including workers' compensation costs, sustained by Windstream as a result of any injury to any of Windstream's employees resulting from the negligence, recklessness, or willfulness of Contractor.

- g) Contractor further agrees to indemnify and hold Windstream harmless from any claims, damages, and complaints made by any employee of Contractor against Windstream based upon or arising out of any injury or illness allegedly suffered by such employee or out of any condition or hazard associated with such employee's work for Contractor and/or contact with Windstream. Such indemnification includes the duty to pay Windstream's attorneys' fees, expert fees, and costs of defense.
- h) If there is a conflict between this Section 27 and any other provision of this Agreement, this Section 27 shall govern.

## **28. Performance and Payment Bond.**

Contractor may be required to provide Windstream a Performance and Payment bond with a surety listed by the United States Treasury Department as an Acceptable Surety.

## **29. Insurance.**

- a) Contractor shall obtain and maintain, in full force and effect until the completion of Services and operations covered by this Agreement, such minimum insurance as will cover the obligations and liabilities of Contractor, its agents, and its employees which may arise from the operations under this Agreement. Insurance shall have limits of:

- i) Commercial General Liability policy of minimum limits of:

General Aggregate                      \$ 3,000,000 per occurrence

Each Occurrence                        \$ 2,000,000 per occurrence

The policy will be endorsed to show above aggregate limits applying to "each" Project site and will specifically state coverage applies to all operations conducted by Contractor, its employees, or agents on behalf of Windstream or subsidiary.

Where the performance of Services involves structural property, underground property, or blasting, Contractor's Commercial General Liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this Agreement for property damage to include environmental liability (1) arising out of blasting, (2) arising out of collapse of, or structural injury to, any building or structure or (3) to underground facilities and utilities.

Other general liability forms are acceptable in lieu of the Commercial General Liability Form; however they are not to be used without written approval from Windstream's Risk Management Department.

- ii) Business Automobile Liability policy with minimum limits of:

Bodily Injury                              \$ 2,000,000 per accident

Property Damage                        \$ 2,000,000 per accident  
OR

Combined Single Limit                \$ 2,000,000 per accident

The policy will be issued using symbol "1 - any auto" coverage.

- iii) Workers Compensation:

Part A - Medical Benefits              Statutory

Part B - Employer's Liability        \$1,000,000

The policy will show the state in which operation on behalf of Windstream and/or subsidiary is being conducted. For operations conducted within monopolistic (state fund) states,

Contractor will furnish a certificate of compliance from the appropriate state fund administrator.

iv) Errors & Omissions (for professional services):

General Aggregate	\$2,000,000 per policy period
Per Claim OR	\$2,000,000
General Aggregate	\$2,000,000 per policy period
Per Occurrence	\$2,000,000

- b) In each and every policy in (i) and (ii) of Section 29(a) above, Windstream Corporation and its subsidiaries shall be named an "additional insured" with respect to activities performed on behalf of Windstream and its subsidiaries.
- c) Coverage provided by the policies listed in this Section 29 will be issued by an insurance company, acceptable to Windstream, licensed in the state in which operations on behalf of Windstream are to be conducted. It is acceptable to use both primary and excess/umbrella policies to obtain necessary limits.
- d) Contractor will furnish to Windstream a certificate evidencing insurance coverage under sub-sections (i), (ii), (iii) and (iv) of this Section 29(a) above. Such certificate shall provide for a thirty (30) day prior notice to Windstream of any cancellation or material changes in coverage and shall be signed by a legal representative of the issuing insurance company.
- e) The provisions of sub-sections (i), (ii), (iii) and (iv) of Section 29(a) shall also apply to all Subcontractors, and Contractor shall be responsible for their compliance herewith.

### 30. Indemnification.

- a) Contractor shall indemnify, defend and hold harmless Windstream and its Affiliates and each of their respective officers, directors, agents and employees (collectively referred to herein as the "Windstream Indemnitees") from and against any and all Losses which may in any manner whatsoever arise out of (i) the negligence or intentional misconduct of Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees, (ii) Contractor's use of Subcontractors' services, (iii) Contractor's misrepresentation of any facts to Windstream, (iv) Contractor's warranties, covenants, and agreements set forth in this Agreement and (v) the performance or non-performance of Services herein contracted, whether such claims, actions or causes of action are alleged to be the results of any act, omission, neglect or misconduct by Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees or any or all of them, regardless of the fact that Services may have been completed and accepted by Windstream and Contractor may have received payment for Services.
- b) Without limiting Section 30(a), Contractor shall indemnify, defend and hold harmless Windstream Indemnitees from and against any and all Losses arising out of, resulting from or relating to any claim, action or cause of action for death or bodily injury or damage to property suffered by any person, entity or enterprise as a result of any act, omission, neglect or misconduct by Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees or any or all of them, or any third party, regardless of the fact that Services may have been completed and accepted by Windstream and Contractor may have received payment for Services.
- c) Without limiting Section 30(a), Contractor shall indemnify, defend and hold harmless Windstream Indemnitees from and against any and all Losses arising out of, resulting from or relating to any claim, action or cause of action for infringement or violation of any patent, trademark, service mark, trade secret, know-how or other intellectual property right by any person, entity or enterprise as a result of any act, omission, neglect or misconduct by Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees or any or all of them, regardless of the fact that Services may have been completed and accepted by Windstream and Contractor may have received payment for Services.

**31. B and C to Objection to Notice of Assumption and Assignment Pg 13 of 134**

Unless exempt under the rules and regulations of the Secretary of Labor or other proper authority, this Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. The Parties hereto shall not discriminate in their employment practices against any person by reason of race, creed, color, sex or national origin and agree to comply with the provisions of said laws and orders to the extent applicable in the performance of work or furnishing of services, materials, or supplies hereunder.

**32. Assignment.**

Contractor shall not assign, transfer or subcontract this Agreement or any part thereof, or enter into any agreement with any person, firm or corporation for performance of Contractor's obligation hereunder, or any part of such obligations, without the prior written approval of Windstream.

**33. Termination or Suspension.**

a) Termination for Cause. Windstream may interrupt, discontinue or halt work on a Project being performed under this Agreement and, without prejudice to any other right or remedy it may have, terminate this Agreement and any or all PSA(s), immediately upon verbal notice followed by a written notice to Contractor within seven (7) business days, if:

- i) Contractor fails to diligently perform Services;
- ii) A delay in Services occurs by reason of strike, lockout or operation of law, whether or not Contractor is excused by reasons of such delay;
- iii) Contractor is brought into bankruptcy proceedings, whether voluntary or involuntary, or makes an assignment for the benefit of its creditors, or is no longer financially responsible;
- iv) Contractor breaches any of the terms of the Agreement or PSA; or
- v) Contractor exposes Windstream to liability for damages for personal injury or property damage.

If Windstream terminates the Agreement under this Section 33(a), Windstream may take over the materials, tools and appliances purchased from Windstream at Windstream's Affiliate cost for use in Services, and Windstream may complete Services under the Agreement. Where Windstream completes Services under the Agreement, Contractor shall not be entitled to further payments or compensation under the Agreement (the "Unpaid Balance") until Services are completed by Windstream. If the Unpaid Balance exceeds Windstream's cost and expense of completing the Services, the excess shall be paid to Contractor. If Windstream's cost and expense exceeds the Unpaid Balance, Contractor shall pay the difference to Windstream. The completion of Services by Windstream shall not terminate any other obligation of Contractor under the Agreement. If Windstream terminates this Agreement under this Section 33(a), Windstream may exercise any rights, claims, or demands, to the extent of its interest in materials furnished, which Contractor has against any third party in connection with the Agreement, and Contractor does hereby assign, transfer, and set over unto Windstream all such rights, claims, and demands.

Contractor understands and agrees that Windstream's Affiliate costs and any terms of purchase and sale from Windstream that are disclosed to Contractor are confidential. All terms of this Agreement shall apply to assure protection. Given the nature of the information and the competitive damage that would result to Windstream, [Windstream, and their Affiliates if information contained therein is disclosed to any third party, money damages would not be a sufficient remedy for any such breach of the Agreement by Contractor, its agents or employees. In addition to all other remedies, Windstream shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Contractor, its agents and employees further agree to waive any requirement for the securing or posting of any bond in connection with such remedy.

b) Termination for Convenience. Windstream may terminate this Agreement and all PSAs, or any individual PSA, at any time without cause by first giving verbal notice of the effective date of

termination, followed by written confirmation of said termination date to Contractor within seven (7) business days.

- c) If this Agreement and all PSAs or any individual PSA is terminated by Windstream, Contractor shall be entitled to receive payment for any satisfactory work completed on such Project prior to the effective date of such termination.
- d) Suspension. If any Project is delayed for any reason, Windstream may suspend the term of the PSA for such Project upon ten (10) days prior written notice to Contractor, for a period up to a maximum of three (3) months. If a PSA is suspended by Windstream as provided in this Section 33, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such Project prior to the effective date of such suspension.

#### **34. Effect upon Termination or Suspension.**

Upon any termination or suspension of this Agreement as herein provided, Contractor shall:

- a) discontinue all services hereunder as of the effective date of such termination or suspension;
- b) transfer and deliver to Windstream, in the manner and at the time directed by Windstream, all of its right, title, and interest in and to completed and uncompleted work, supplies, materials and all contracts, subcontracts, guaranties, books, papers, records, plans, specifications, drawings, surveys, schedules, reports and all other property produced as a part of or acquired in connection with the performance of Contractor's obligations under this Agreement and the PSAs; and
- c) in the event of early termination of this Agreement, or any PSA, take all action necessary to assure an orderly transition between Contractor and such other party as may be retained by Windstream to complete the development of the Projects on behalf of Windstream, including, without limitation, timely and complete departure from the Project Sites.

#### **35. Facilities and Security.**

To the extent that Contractor may require access to Windstream premises, Contractor will comply with Windstream security procedures and rules with respect to access to Windstream premises and use of facilities.

#### **36. Proprietary Rights.**

- a) Contractor and its employees and agents hereby assign, cede, and grant to Windstream all rights to possession of, and all right, title, and interest in the work products created under this Agreement, in whatever form or medium captured, and in and to all physical and electronic materials, reports, papers, documents (including drawings), manuals, programs, listings, software, and ideas, hereinafter referred to as "Products", and copies, abstracts, and summaries thereof, which may come into their possession in any manner by reason of Project assignment under this Agreement. Contractor shall promptly disclose to Windstream any Products known to it or its employees by reason of Project assignment under this Agreement, and all such Products that are not modifications or enhancements to Contractor-owned software shall be deemed to be works made for hire exclusively for Windstream, with Windstream having sole ownership of such Products and the sole right to obtain and to hold in its own name patents, copyrights, or such other protection as Windstream may deem appropriate to the subject matter, and any extensions or renewals thereof. Contractor agrees to give Windstream or any person designated by Windstream, at Windstream's expense, all assistance reasonably required to perfect the rights hereinabove defined, including the procurement, at Windstream's request, of written assignments and title commitments in a form acceptable to Windstream from all employees and agents assigned hereunder. The provisions of this Section do not apply to any material previously belonging to Contractor or lawfully acquired by Contractor in a manner independent of this Agreement which are used by Contractor in the performance of Services hereunder. All Products will be considered works made for hire and are and will constitute valuable trade secrets of Windstream.
- b) Contractor further acknowledges that Windstream would neither enter into Contractor Agreement nor permit the involvement of Contractor in the Project unless Windstream were assured that all such proprietary information would be held in confidence by Contractor. Contractor will hold the proprietary information in strictest confidence. Contractor will take reasonable security precautions to safeguard the

**B. and C. to Objection to Notice of Assumption and Assignment Pg 15 of 134**

proprietary information from theft or access by unauthorized persons and will not, directly or indirectly, for any reason, disclose or divulge any proprietary information to any person other than to Windstream and its employees.

- c) If Contractor becomes aware of any unauthorized possession or use of proprietary information, he or she will promptly notify Windstream, in writing, of the nature of such unauthorized possession or use. Contractor will not utilize or cause or permit to be utilized the proprietary information, for his or her own benefit or for the benefit of any person or entity other than Windstream.

Notwithstanding the foregoing, proprietary information will not include any information that is: (i) in the public domain at the time of disclosure or (ii) lawfully obtained by a third party.

**37. Taxes.**

Contractor further acknowledges that it is responsible for the payment of any and all local, state, and federal taxes that may become due as a result of compensation received for services rendered and products purchased under this Agreement.

**38. Miscellaneous.**

- a) Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS, USA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION IN PULASKI COUNTY, ARKANSAS, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS. The Parties hereto expressly exclude the application of any non-United States laws and the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction that may be entered into between the Parties in connection with this Agreement.
- b) Effects of Headings. Headings to articles and sections of this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
- c) Non-waiver. No waiver of any provisions of this Agreement and no consent to any default under this Agreement by Windstream shall be effective unless the same shall be in writing and signed by or on behalf of Windstream. No course of dealing or failure of Windstream to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by Windstream of any default by Contractor shall not be deemed a waiver of any other default.
- d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute only one document. Signatures on this Agreement which are exchanged by facsimile or other electronic means are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as original signatures.
- e) Notices. All notices, requests, demands, or other formal communications hereunder, including notices of change of address, shall be in writing, and either personally delivered, sent by certified mail or overnight mail by a nationally recognized courier, if to Windstream, to the Windstream Procurement Department with a copy to the Windstream Legal Department at the addresses and facsimile numbers following this paragraph, and if to Vendor, then to the applicable physical address first set forth above to the attention of the department, group, or section with which Windstream is then currently dealing. Notices will be deemed effective upon personal delivery three (3) business days after mailing if sent by certified mail, or the next business day if sent overnight mail by a nationally recognized courier.

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 If to Windstream:

Windstream Supply, LLC  
 Attn: Procurement Contract Administrator  
 13560 Morris Road  
 Milton, GA 30004  
 Facsimile No. 678-351-8362

With a copy to:

Windstream Communications, Inc.  
 Attn: Legal Department  
 4001 Rodney Parham Rd  
 Mailstop: 1170-B1F03-71A  
 Little Rock, AR 72212  
 Facsimile No. 501-748-5172

If to Contractor:

Either Party may change its address by notice given to the other Party in the manner set forth above. All notices shall be effective upon receipt, or upon attempted delivery where proper delivery was refused or rejected.

- f) Construction; Severability. This Agreement has been negotiated by the Parties and their respective legal counsel and will be fairly interpreted in accordance with its terms and provisions and without any strict construction in favor of or against either Party. If any term or provision of this Agreement is found by a court of competent jurisdiction or by order of any regulatory agency to be invalid, illegal or otherwise unenforceable, the same shall not affect any of the other terms or provisions of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and undertakings of the Parties set forth in the remainder of this Agreement.
- g) Counterparts. This Agreement may be executed in counterparts including facsimile, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument. If signed by facsimile, the Parties agree to follow with a signed original document.
- h) Entire Agreement. This Agreement, along with all PSAs, exhibits and addenda accepted by Contractor during the Term of this Agreement or any renewal thereof, constitutes the entire and only agreement between the Parties and supersedes all previous agreements, oral or written, between the Parties concerning the Services. The terms of this Agreement shall supersede any printed terms and conditions that may be printed on the reverse side of a purchase order. No modification or amendment of the terms of this Agreement other than as specifically provided herein, shall be effective except through writing executed by both Parties.
- i) Survival. Any term of this Agreement which by its nature extends beyond expiration or termination of the Agreement, shall remain in effect until fulfilled and shall apply to respective successors and assigns.
- j) No Third Party Beneficiary. This Agreement is entered into by and between, and may be enforced only by, the Parties, and this Agreement shall not be deemed to create any rights in third parties (other than the Parties' permitted successors and assigns and any persons, entities and enterprises entitled to indemnity hereunder), including suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

### 39. **Waiver of Consequential Damages.**

IN NO EVENT SHALL WINDSTREAM, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT OR OTHERWISE, BE LIABLE TO CONTRACTOR FOR PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF REVENUE, OR COST OF CAPITAL, OR DOWNTIME COSTS, OR LOSS OF ANY OTHER ECONOMIC



BENEFIT, EVEN IF WINDSTREAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS ON DAMAGES SET FORTH IN THIS AGREEMENT ARE AGREED ALLOCATIONS OF RISK.

#### 40. Compliance with Laws; Federal Government Contracting.

- (a) Compliance Clauses. Each Party shall, at its own cost and expense, perform its obligations under this Agreement in compliance with all applicable laws to which a Party is subject. As a supplier to the U.S. Government, Windstream is required by U.S. Government Regulations to require that all Windstream vendors, suppliers, contractors, and licensors comply with the following additional clauses: 48 CFR 52.225-13 Restrictions on Certain Foreign Purchases (Feb. 2006); and 48 CFR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels (Feb. 2006). For all vendor, supplier, contractor, and licensor contracts over \$10,000, the following general terms additionally apply: 48 CFR 52.222-21 Prohibition of Segregated Facilities (Feb. 1999) and 48 CFR 52.222-26 Equal Opportunity (Mar. 2007). For all vendor, supplier, contractor, and licensor contracts over \$15,000, 48 CFR 52.222-36 Affirmative-Action for Workers with Disabilities (Oct. 2010) shall apply. For all vendor, supplier, contractor, and licensor contracts over \$100,000, the following general terms additionally apply: 48 CFR 52.219-8 Utilization of Small Business Concerns (May 2004) (in all subcontracts allowing further subcontracting with third parties by the vendor, supplier, contractor or licensor); 48 CFR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2010); 48 CFR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (July 2011); and 48 CFR 52.203-6 Restrictions on Subcontractor Sales to the Government (Sept. 2006). For contracts over \$650,000 (\$1,500,000 for construction) that allow the vendor, supplier, contractor, or licensor to further subcontract with third parties, 48 CFR 52.219-9 Small Business Subcontracting Plan (Oct. 2010) shall also apply.
- (b) Small Business Subcontracting Plan. Pursuant to 48 CFR 52.219-9 Small Business Subcontracting Plan (Oct. 2010), if applicable, upon request by Windstream, a vendor, supplier, contractor or licensor whose contracts with Windstream (i) will total at least \$650,000 (\$1,500,000 for construction) and (ii) allow the vendor, supplier, contractor, or licensor to further subcontract with third parties, shall submit to Windstream a written Small Business Subcontracting Plan ("Subcontracting Plan") that complies with the requirements of 48 CFR 52.219-9 and addresses subcontracting with small business concerns, including small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses. The Subcontracting Plan shall become an exhibit attached to this Agreement and incorporated herein by this reference. If a Subcontracting Plan is required under this Section, Windstream shall have the right, in its sole discretion, to terminate this Agreement, on written notice, if Contractor fails to properly submit or follow a Subcontracting Plan. Additionally, Contractor agrees to indemnify Windstream for any damages, of whatever nature, Windstream is required to pay under 48 CFR Part 52 if those damages result from Contractor's failure to properly submit or follow a Subcontracting Plan.
- (c) **To the extent not exempt, Contractor (as well as any subcontractors) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. To the extent not exempt, Contractor (as well as any subcontractors) shall also abide by the requirements of Executive Order 13496 and the Employee Notice clause, 29 CFR § 471.2(b) and Appendix A to Subpart A of Part 471, regarding notification of employee rights under federal labor law.**

#### 41. Windstream Supplier Code of Ethics.

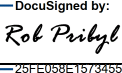
Windstream is committed to conducting business in a manner that is ethical, and Windstream requires all suppliers to be ethical and honest, comply with all applicable laws and regulations, and avoid any appearance of impropriety or conflict of interest. Accordingly, Contractor warrants that it shall at all times

[intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed below by their duly authorized representatives.

MP Nexlevel, LLC

Contractor Name

BY:   
25FE058E1573455...

Rob Pribyl VP of Operations

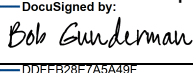
Printed Name and Title

12/8/2015

Date

Windstream Supply, LLC

Company Name









BY:   
DDFEB28E7A5A49F...

Bob Gunderman CFO

Printed Name and Title

12/8/2015

Date

**FINAL ACCEPTANCE CERTIFICATE**

In compliance with the terms and conditions of the Master Contractor Agreement between Windstream Supply, LLC, on behalf of itself and its Affiliates (collectively "Windstream") and \_\_\_\_\_ ("Contractor"), Windstream, accepts the work completed and certifies that the Project has been completed in substantial compliance with the specifications set forth in the [INSERT NAME OF APPLICABLE PSA] \_\_\_\_\_.

FINAL COMPLETION DATE: \_\_\_\_\_

Contractor acknowledges that this Final Acceptance Certificate shall not constitute a waiver by Windstream of any faulty or defective work discovered after the date of the Final Acceptance Certificate, terms and warranties set forth in the Master Contractor Agreement or Contractor's liability for unsettled liens appearing after the date of the Final Acceptance Certificate.

Acknowledged:

Accepted:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Windstream Company Name

**BY:**

**BY:**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PARTIAL ACCEPTANCE CERTIFICATE**

In compliance with the terms and conditions of the Master Contractor Agreement between Windstream Supply, LLC, on behalf of itself and its Affiliates (collectively "Windstream") and \_\_\_\_\_ ("Contractor"), Windstream hereby accepts the work completed as of \_\_\_\_\_, 20\_\_\_\_, and certifies that the work completed as of that date is in substantial compliance with specifications set forth in the [INSERT NAME OF APPLICABLE PSA] \_\_\_\_\_ for "Milestone ( )" of the Project.

Acknowledged:

Accepted:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Windstream Company Name

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACTOR SAFETY CHECKLIST**

This checklist may be completed and signed by the Contractor and reviewed by Windstream prior to Windstream executing the Agreement.

1.	Name and telephone number of the Contractor's executive officer		
2.	Contractor's compliance identification numbers (e.g. federal, state DOT number, state fuel tax, and/or state registration numbers)		
3.	Contractor's DOT compliance safety rating - This is only applicable for firms who drive or own vehicles that would be regulated by the Federal or State Departments of Transportation. Indicate whether federal or state rating.		
4.	Has the Contractor been inspected or received any citations from a Governmental agency in the last 3 years? Yes or No		
5.	Has your firm been investigated, reviewed or inspected by the EPA, IRS, OSHA, etc.? Yes or No		
	If yes, attach a separate sheet explaining and itemizing each issue.		
6.	Where are the Contractor's OSHA 300/101 forms maintained? Certain firms are required by law to maintain OSHA 300/101 forms. (Accident logs, Incident reports) If your firm is required, please enter the location of these forms.		
7.	Is the Contractor familiar and in compliance with federal, state and local codes, laws, and other regulations, which affect services that may be performed for Windstream? Yes or No		
8.	Is the Contractor familiar and in compliance with the Federal Motor Carrier Safety Regulations? Yes or No		
	(If no, explain in the Comments section below)		
9.	Is the Contractor familiar and equipped to comply with the manual on Uniform Traffic Control Devices? Yes or No		
	(If no, explain in the Comments section below)		
10.	Has the Contractor conducted all required safety training and does the Contractor have in place all required safety programs, records, and training applicable to services that may be performed for Windstream? Yes or No		
11.	<b>By signing below, I certify that I have received a copy of the Windstream Pocket Safety Guide, and that Contractor is in compliance with the rules and regulations therein.</b>		
Contractor Company Name:			
	Contractor's Executive Officer:		
	Signature		
	Date		
<b>Comments:</b>			



**Project Scope Agreement**  
**OSP Construction Standards**  
**For**  
**Wireline OSP Construction**

**INFORMATION PROVIDED IN THIS PSA DOES NOT RELIEVE CONTRACTOR OF ITS OBLIGATION TO OBSERVE THE HIGHEST STANDARDS OF SAFETY AND PROFESSIONALISM IN COMPLETING THE PROJECT.**

This PSA describes location and construction unit requirements for the selected Contractor, or which will be delegated by the Contractor to Subcontractors under the supervision of the Contractor, during the term of this Agreement. The attached chart (the "Units Master Spreadsheet") defines the construction units, associated labor costs and other pricing details and is incorporated herein by this reference.

This PSA is part of the Master Contractor Agreement for Network Services between the Parties. Any capitalized terms not defined herein shall have the meaning set forth in the Master Contractor Agreement for Network Services.



## **General Details**

### **Location**

Wireline OSP Construction work will be performed at the location(s) listed on the attached Exhibit A.

### **Invoicing**

CONTRACTOR to submit invoices electronically through the JobTrac contractor portal (or any successor system) for payment after completion, reconciliation, acceptance by Windstream and submission of all as-built documentation to Windstream per established practices.

### **Unit Price**

Labor costs are shown on the Units Master Spreadsheet. See Units Master Spreadsheet for price details. Windstream reserves the right to add or delete units, or change units as necessary. Contractors will be notified of changes via email to the contact designated below. Changes to units will become a part of this PSA. Pricing questions related to unit changes must be addressed within 30 days from email notification.

Contractor Contact email:

### **Term**

**Effective Date: 01/01/2016**

**Expiration Date: 12/31/2018**

### **Freight and Handling**

CONTRACTOR agrees that Windstream has set a recovery rate for freight ("Recovery Rate") for all material that is required to perform the work identified in the Statement of Work ("SOW") and that is purchased by CONTRACTOR from Windstream. The current Recovery Rate is equal to the freight percentage (%) which is charged by Windstream and which has been paid by CONTRACTOR. In addition, CONTRACTOR will receive a handling fee equal to ten percent (10%) of the cost of materials detailed on each specific work order or PSA and purchased from Windstream.

### **Service Commitments**

#### **Required Contractor Service Commitments**

The CONTRACTOR is required to meet the following service date commitments:

- Held order jobs will be completed within ten (10) business days of receipt of work order with approved permits.





- Buried drops will be completed within five (5) business days plus the legal waiting period for locates of the CONTRACTOR'S receipt of the order.
- All routine work will be completed within thirty (30) business days, including capital and expense unless otherwise specified.

### **Damages for Not Meeting Service Commitments**

Damages will be assessed to the CONTRACTOR for jobs not meeting defined service commitment dates. Damages will be imposed at the discretion of Windstream management on a case-by-case basis. The following damage structure will be utilized for each job not meeting its service commitment.

- |                                       |                      |
|---------------------------------------|----------------------|
| • Buried Drop Work Orders             | \$100                |
| • Held Orders (PSR)                   | \$200 per work order |
| • Plant Maintenance Requests          | \$200 per work order |
| • Routine Work Orders                 | \$200 per work order |
| • Line Item Work Orders               | \$200 per work order |
| • Quality Inspections less than 95%   | \$200 per work order |
| • Quality discrepancies not corrected |                      |
| • in 10 business days                 | \$200 per work order |

### **Held Orders**

The CONTRACTOR will notify the Held Order Group immediately if customer commitment dates cannot be met on held orders. This notification must include a new commitment date and explanation of the cause of the delay. Held Order Contact: (800) 865-4255 or windstream.held.order@windstream.com.

Upon completion of the held order facilities installation, the CONTRACTOR will:

1. Complete the service initiation if all station work is complete, including termination of the drop in the network interface device ("NID") and verifying service (dial tone) at the NID.
2. Notify Held Order Group immediately (from the site of the work) and leave the following information:
  - a. Work order number completed.
  - b. Held order customer's name.
  - c. Held order customer's telephone number
  - d. Customer **is/is not** in service.
  - e. Customer service technician ("CST") **does/does not** need to be redispached.

### **Contractor Administrative Requirements**

CONTRACTOR is required to maintain a permanent office and local staff within the district. Staff managing the local district office will require empowerment authority to make entire decisions on district staffing resources, unit pricing enhancements/changes and provide for overall contract management within the district.



## **Standard Rules of OSP Construction**

### **0.0 PURPOSE**

0.01 This document provides technical construction specifications for use by CONTRACTOR in performance of outside plant ("OSP") construction.

0.02 The purpose of this document is to publish standard specifications required of construction contractors to follow prior to work performance. In doing so, contractors will be more prepared to determine manpower and equipment needs and in result provide more timely completion of projects. Windstream, in turn, will be more able to evaluate construction quality and compliance.

### **1.0 GENERAL**


1.01 All work shall be done in a thorough and workmanlike manner in accordance with current Windstream practices, specifications, Rural Utility Services ("RUS") standards, National Electric Code (NEC), National Electric Safety Code (NESC), and shall be subject to acceptance by Windstream. Windstream practices will be made available to the CONTRACTOR, upon request, for each work operation when required. When working on governmental right of way, all work will be performed to meet the most stringent specifications.

1.02 The CONTRACTOR shall maintain conductor polarity (tip and ring) identification at the main distributing frame, cable terminals, wire terminals, terminal blocks, and in the buried service, drop and station wiring, all in accordance with the specifications and construction drawings. CONTRACTOR is required to perform shield conductor continuity testing on all cables and cable sheath fault tests and end-to-end testing of one pair in each binder group to ensure end-to-end binder group integrity. Additional testing may be required by Windstream. All tests will conform to Windstream and RUS specifications. Fiber testing will be in accordance with established Windstream standards and local test equipment. Specific printouts of the test results will be provided to Windstream as a portion of the closing work order documents.

1.03 The CONTRACTOR may receive complete sets of construction drawings containing sufficient measurements to identify the location of all materials to be installed. In some situations, projects will not be physically staked by Windstream. These drawings may be delivered electronically.

1.04 No changes or deviations in the construction proposed on the construction drawings, plans or specifications shall be made by the CONTRACTOR without prior approval from Windstream.

1.05 Windstream will perform quality inspections for a random number of jobs completed by the CONTRACTOR. The OSP Construction Scorecard provided by Windstream will be completed and inspection results will be forwarded directly to the CONTRACTOR'S representative. An inspection score of less than 95% will be subject to a penalty. CONTRACTOR will be given 10 workdays to correct job discrepancies. If not corrected in 10 days Contractor will be subject to an additional penalty. Note: Safety related or service-affecting issues may require immediate attention and the 10 workdays referenced above will not apply.

  
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1.06 The CONTRACTOR shall notify the state one-call center (811) as prescribed by law prior to construction of all segments. The CONTRACTOR is required to enter the locate confirmation number on the as-built prints at job completion. Windstream's contract locating firm will provide the initial locates for the construction site. When the CONTRACTOR arrives at the construction site to begin work they will verify the locate marks laid down by Windstream's contract locating firm and relocate all Windstream Facilities prior to construction to avoid damage to such facilities. At that time if the CONTRACTORS locates and the contract locating firms marks do not match up or there is any discrepancy with the locates the CONTRACTOR will call the State one call center (811) and request remarks and meet with the locating firm on site. Both the CONTRACTOR and Windstream locating firm must be in agreement that the facilities are located correctly prior to the start of any work. Also prior to construction the CONTRACTOR will notify Windstream 's contract locator to provide standby services when excavating or placing facilities near or crossing all Windstream fiber, multiple conduit runs, and copper cables 1200 pair or larger.

Windstream is excluded from any liability for utility/facilities damages.

1.07 The CONTRACTOR, at its expense, will repair any damages to Windstream cable or facilities due to the negligence of the CONTRACTOR as determined by Windstream management. The CONTRACTOR must notify the state one-call center (811), and the local Windstream manager or construction supervisor / inspector immediately upon facilities damage. Continued incidents of damages to Windstream facilities by the CONTRACTOR could result in termination of the contract.

1.08 CONTRACTOR is responsible for maintaining the appropriate inventory levels of all materials required to meet customer service commitments. This includes copper cables of 300 pair and 96 fibers or less as required, and any other frequently used larger cable sizes. Depending on the specific market area, CONTRACTOR may be required to keep 1200-1500' lengths of larger pair count cables, such as 600, 900 and 1200 pair for emergency restorations. In addition larger sized fiber cable depending on the area will be required. This will be determined by the local Windstream OSP Engineering Manager in conjunction with the CONTRACTOR.

1.09 The CONTRACTOR will deliver completed job documentation within ten (10) business days of job completion due date. A penalty of \$ 200 will be assessed for non-compliance for each work order. Legibly marked work prints including Cutsheets and LRoute documents will follow these criteria:

- All placement additions shown in red.
- All removals shown in blue.
- Cable placement will be noted, including beginning and ending sequential cable numbers on all cable appearances, such as pedestals, risers, etc. When working on an aerial project, the sequentials will be shown at the beginning and end of the project and at each pole location.
- The CONTRACTOR will follow the Windstream Work Order Change Process. All job variations will be noted on the completed print, to include the name of the Windstream representative authorizing changes and the date of approval.
- CONTRACTOR will provide GPS readings for all manholes, hand holes, Fiber to the Tower pedestal, and DLC/DSLAM sites with a degree of accuracy of 24 inches.
- Reference Section 13.01 d) for additional information related to Job Completion.

1.10 CONTRACTOR is required to conduct business with Windstream utilizing electronic medium. During the job life cycle, the CONTRACTOR will be notified electronically of new jobs available to work. Utilizing appropriate security, CONTRACTOR will access Windstream's Outside Plant web site to receive all job-related information. CONTRACTOR will print all job specifications and job prints from Windstream's web site. CONTRACTOR is required to supply computing hardware/software and print facilities of up to 11" by 17".



1.12 CONTRACTOR will reconcile all completed jobs electronically through Windstream's Outside Plant web site. All job units will be reconciled through this process, with job prints routed to local Windstream representatives for manual review. The web site will maintain an audit history of all job as-built activity. Upon reconciliation, Windstream representatives will review and approve all jobs that contain no discrepancies. CONTRACTOR and Windstream representatives will jointly resolve jobs not approved. All jobs approved by Windstream will become a CONTRACTOR invoice, submitted to Accounts Payable for payment. CONTRACTOR will have ongoing access to review reconciled jobs and all invoices submitted for payment.

1.13 The CONTRACTOR shall pay particular attention to maintaining good public relations in the performance of all work hereunder, particularly in contacts with property owners and public officials. When talking with subscribers or the public, CONTRACTOR employees will be polite and well mannered.

1.14 The CONTRACTOR shall cause construction crews to receive constant supervision by a competent person who shall be present at all times during working hours where construction is being performed. Directions and instructions given to the competent person by Windstream, including authorized agents of Windstream, shall be binding upon the CONTRACTOR. The designated competent person of each crew shall speak, read and write in English.


- Windstream will, whenever and where ever possible, maintain authorized representatives at or in the immediate vicinity of the construction site or provide to the CONTRACTOR cell phone numbers to contact Windstream personnel to assist the CONTRACTOR in any way deemed necessary by either party for the orderly execution of the work and administration of Windstream-required work documents, to further assure compliance with work plans and specifications and to maintain quality of construction. The decision of Windstream shall be final as to compliance and any work rejected shall be corrected by the CONTRACTOR.
- At the request of Windstream, the CONTRACTOR shall provide a competent representative to work with Windstream's representative on the final inspection and clean up

## **2.0 MATERIALS, LABOR UNITS, COMPENSATION RATES**

2.01 The CONTRACTOR will purchase and store all necessary materials required to perform the work.

2.02 The CONTRACTOR will purchase, receive and store material at the CONTRACTOR'S location or any other specified location. The CONTRACTOR shall be responsible for receiving and/or unloading of all materials delivered to CONTRACTOR location. The material shall include, but not be limited to, reels of cable and strand, closures, splice cases, anchors, rods, and hardware. The CONTRACTOR shall be responsible for providing a safe and secure storage area of adequate size for the receipt and storage of material. All material is subject to inspection by Windstream and any defective material will be the responsibility of the CONTRACTOR. The CONTRACTOR is fully responsible for the management of any inventory ordered for a specific Windstream job or for the anticipation of future Windstream jobs. Windstream will not pay for reel end splices.

2.03 All material to be used in construction of the Project shall be stored so as to protect from deteriorating effects of the elements. The CONTRACTOR shall bear in mind the weather conditions that may prevail prior to the time the material is incorporated into the plant. If metallic items of material are not to be stored longer than 30 days and outdoor storage cannot be avoided, they shall be stacked on boards or timbers well above the ground line and effectively protected from the elements by a roof or tarpaulin. For brief periods only (not to exceed 30 days)

  
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these metallic materials may be stored in the open, exposed to the elements, provided they do not come into contact with the ground.

2.04 All guy strand, suspension strand, drop wire, and aerial cables used in the construction of the Project must be handled with care in the transportation, unloading, and use. These wire and cable facilities must not be trampled upon, run over by vehicles, pulled along the ground, over fences, metal fittings or crossarms. Each coil or reel shall be inspected for cuts, kinks, or other damage. All damage shall be repaired to the satisfaction of Windstream. All fiber cable reels should be tested by the CONTRACTOR upon receipt at the Contractor's expense. Fiber cable reels accepted by the CONTRACTOR are their responsibility if defects are discovered during installation.

2.04 "Unit" means one of the nomenclature codes (e.g., "BD3") listed on the Units Master Spreadsheet that identifies a specific construction task and the construction methods, materials and quantities to be used for installation. "Unit Rate(s)" (excluding hourly rates) means the cost of all labor, vehicles, proper tools, supplies, transportation, implements, appliances, equipment, supervision, inspection and testing required to perform the Unit according to Windstream's specifications. "Labor Units" are defined as the actual labor-only cost to perform a task or job and are to be billed to Windstream as a separate line item. All Labor Units include in the price for the individual, the individual's tools, equipment, mobile phones where required, and proper apparel (including personal safety equipment) necessary to perform the individual's job functions. All necessary work that is not covered by a specific Unit code but is associated with a Unit being performed shall be considered as incidental, with the cost to be all-inclusive in the Unit Rate. The standard working hours for unit placing, splicing and other unit crewmembers will be as dictated by local management. It is expected and normal that unit crews will work in excess of 40 hours during weeks of good weather where construction operations continue for five full days. Windstream will NOT compensate these unit crewmembers on an overtime rate. Compensation will be Unit Rates only.

2.05 Payment for work at an hourly rate will be made ONLY when written or verbal explanation is provided as to the reason for the use of "hourly rate" instead of "Unit Rate". Hourly work must be pre-approved by Windstream and will require a daily time sheet signed by an appropriate Windstream employee. The standard working hours for all hourly placing, splicing, CSTs and other hourly crewmembers is 8:00 AM to 5:00 PM, with one hour for lunch, five days per week, Monday through Friday. These are more specifically defined as crewmembers that, as a general rule, are utilized on an hourly basis, week in and week out and are not regular unit work crewmembers. Overtime will be paid for these CONTRACTOR(S) in the event Windstream requires that the work be extended past 40 hours. The CONTRACTOR shall record start time and stop time on all hourly time sheets for each job performed during a workday. Time sheets are to be recorded daily.

2.06 Vehicles or equipment that may require a mode of transport are priced to include the transport truck and/or trailer. Major tools, test equipment, safety and work area protection equipment, etc. are included in the Unit Rate for the vehicle with tools.

2.07 When awarded work is performed on an hourly basis, Windstream will pay a single hourly rate of compensation for the total approved hours worked. Windstream will not pay a premium for overtime, shift differentials, holidays, etc., except as otherwise expressly provided in this PSA.

2.08 No hourly compensation will be made to CONTRACTOR for personnel, vehicles, tools or equipment during lunch or other breaks, or for any work delays caused by the actions of CONTRACTOR, its employees, or its agents. Windstream will pay the applicable Unit Rates to CONTRACTOR for delays caused by Windstream's own actions when CONTRACTOR is required to remain on-site or on-call and is unable to perform other work during the delay.





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2.09 **Special Compensation Consideration** When Windstream requests CONTRACTOR to leave an existing worksite and change work schedules without prior day advance notice, CONTRACTOR will be paid the hourly rate for travel to the new job site and for travel back to the originating travel point. Work performed while at the jobsite will be paid at the Unit Rates set forth in this Schedule and not at the hourly rate. Labor and equipment needed in these situations will be determined by Windstream and CONTRACTOR.

2.10 Payment of overtime for emergency call outs (as set forth in Section 11) begins when CONTRACTOR's employees leave their origination location to travel to the emergency work location, continues through performance of the work and stops when CONTRACTOR's employees have completed the emergency work and returned to their origination location.

### **3.0 PERMITS AND REGULATIONS**

3.01 The CONTRACTOR shall comply with all laws, ordinances, and regulations of all legally constituted authorities. If the CONTRACTOR observes that the plans are at variance therewith, the CONTRACTOR shall promptly notify Windstream in writing. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, and regulations, and without giving such written notice to Windstream, the CONTRACTOR shall bear all costs arising therefrom.

3.02 Windstream or, as directed, the CONTRACTOR, shall obtain the necessary legal authority to occupy and open public highways in which the said work is to be performed, together with rights-of-way for work on private property, and copies of such permits and rights-of-way shall be made available to the CONTRACTOR for guidance. CONTRACTOR may be required to open and close all Department of Transportation ("D.O.T.") approved permits. Wherever practical the CONTRACTOR may be required to pickup approved D.O.T. Permits from D.O.T. locations.

3.03 Specifications, restrictions, and requirements of all property owners, state, counties, cities, villages, and townships involved must be followed at all times and in all respects.

3.04 The CONTRACTOR shall not store materials, supplies, or equipment on private property unless written permission has been obtained from the property owner.

3.05 No explosives are to be used in the performance of work under this contract without prior written approval of the company.

### **4.0 SAFETY**

4.01 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work for the protection of the following: (1) all employees on the worksite and all other persons who may be affected thereby; (2) all of the work and all materials and equipment thereon; and (3) all other property at the site or adjacent thereto.

4.02 The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners of adjacent utilities. The CONTRACTOR shall be responsible for the safety of the work and shall maintain all lights, guards, intelligent sign boards, temporary passages, and other necessary protection and precautions for that purpose. All cones, signage, and flags will conform to Windstream practices and D.O.T. regulations. Contractors will also comply with all permit requirements for the work location.



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4.03 The CONTRACTOR shall furnish competent flagmen or policemen when required to assist the flow of traffic or for the safe maneuvering of equipment and trucks and for construction work under this CONTRACT. Signs and flagman should be provided in accordance with the State Department of Transportation's regulations. Crewmembers designated as a flagman are required to carry a state approved DOT Certified Flagman Card. CONTRACTOR understands and agrees that any Unit which would require the use of flagmen or other traffic control equipment has included the cost for these services in their contracted Unit Rate. Windstream will not pay additional costs for the use of flagmen or other traffic control equipment. Windstream will reimburse the CONTRACTOR for railroad and/or police flagmen, if mandated by the permit.

4.04 Hard hats and state approved reflective vests will be worn at all job sites. The Occupational Safety and Health Administration ("OSHA") requires the wearing of safety vests by personnel when working within the highway right of way. (Federal OSHA Standards For General Industry, 1926.650 subpart P, paragraph F).

4.05 OSHA rules and regulations regarding confined space ventilation and manhole protection shall be followed at all times. Tests for oxygen deficiency and harmful gases shall be conducted in all manholes prior to entry in accordance with Windstream system practices. Testing will continue throughout all operations in manholes.

4.06 Each member of CONTRACTOR'S crew is expected to read the Windstream Pocket Safety Guide, acknowledge they understand the information and that accident prevention depends upon their cooperation. It is the CONTRACTOR'S responsibility to insure all employees have read, and understand the Windstream Pocket Safety Guide and will maintain appropriate documentation.

4.07 The latest revision of the National Electrical Safety Code and the National Electrical Code shall be followed in every case except where local regulations are more stringent, in which case local regulations shall govern.

4.08 The CONTRACTOR agrees that no unauthorized persons shall be allowed to enter the work site without prior approval of Windstream. CONTRACTOR will immediately notify Windstream when any governmental agency comes on the job site. The CONTRACTOR and its Subcontractors will give access to the representatives of the Secretary of Labor or any state or local official for the purpose of inspecting or investigating or carrying out any of the duties under the Occupational Safety and Health Act of 1970 or under any state or local act affecting safety and health. The CONTRACTOR shall be responsible for any violation of any safety or health standards issued thereunder, shall immediately remedy any condition giving rise to such violations, and shall indemnify, defend and hold Windstream harmless from any penalty, fine, or liability in connection therewith. Violations will be disclosed to Windstream in an expeditious manner.

4.09 All parties associated with excavations for the conduit and manhole system shall follow safety rules and regulations to safeguard the public and workmen.

- a) Gas and oil mains shall be given special attention and precaution shall be taken to guard against the fire hazards they present. Excavations in public streets should always be checked for gas leakage, even though gas mains or sewers are not directly encountered. No flame of any sort shall be permitted around excavations when the odor of gas is detected. Workmen shall not be allowed to smoke; and precautions shall be taken to prevent pedestrians from throwing lighted cigars, cigarettes, or burning matches into such excavations.
- b) The CONTRACTOR shall provide required shoring, warning signs, lights, no parking signs, barricades, and removal of excess water and excavating material. Flagmen and



guards shall be provided where required to maintain safe conditions for the workmen and the public.

- c) Blasting will only be permitted with approval from state or local authorities and with the warning to and protection of workmen and the public.
- d) Excavations shall be closed and/or barricaded for public protection prior to leaving the job site at night with warning lights and/or guards.
- e) Accessibility to fire hydrants, fire alarm boxes, and private driveways shall be maintained using temporary bridges over trench as required.
- f) The necessary means to carry storm water away from the work shall be provided and kept free from obstructions. The CONTRACTOR shall comply with all laws, ordinances and regulations of all legally constituted authorities.

## **5.0 DELAYS**

5.01 Windstream shall exercise due diligence to secure materials. However, work may be suspended in whole or in part for want of materials, and such delay may continue until such materials are secured. The CONTRACTOR shall be allowed a reasonable extension of time for completion of the work in view of such delay but shall not be entitled to any damages or compensation on account of it.

5.02 If the CONTRACTOR is delayed, through no fault of the CONTRACTOR, in the completion of the work, or any part of it, by any act or neglect of Windstream or by strikes, lockouts, fire, or unavoidable casualty, by the action of the public authorities or by property owners or others, or by injunction or by refusal to grant right-of-way permits, the time of completion shall be reasonably extended as directed by Windstream in view of such delay, but such delay shall not give rise to any claim on the part of the CONTRACTOR against Windstream for damages or compensation.

## **6.0 REPAIRS AND DAMAGES**

6.01 The CONTRACTOR hereby guarantees the backfilling of all excavations and the replacement of all sidewalks, driveways, pavement bases, and surface pavements under this contract for a period of one year after the making of the final payment hereunder, and the CONTRACTOR hereby agrees to reimburse Windstream promptly upon the presentation of bills for any expense to Windstream resulting from repairs made necessary by reason of faulty backfilling or faulty work in replacing such sidewalks, driveways, pavement bases, and surface pavements. The CONTRACTOR is also responsible for any repeat compaction tests that show initial work not to specifications.

6.02 The CONTRACTOR shall be responsible for all damages, detention of material charges or storage charges which may be incurred by failure or delay in removing from any car, freight yard, or freight house any material furnished by Windstream as herein provided, and the CONTRACTOR after delivery of all material, shall be responsible for its safety and care, shall handle it at its own expense, and shall replace at its own expense any such material which may be lost or so damaged as to be unfit for use on the work.

6.03 In the event of continued damages, or repeated offenses, due to Contractor neglect or error, Windstream, at its sole discretion, may assess a Negligence Charge against the Contractor. Repeated offenses are classified as 2 damages occurring within any 6 month period. The Negligence Charge will be calculated as 15% of the total value of the Work Orders for all affected jobs.





6.03 When underground facilities are exposed, they must be protected from vandalism or damage when left unattended. The method of protection is the CONTRACTOR'S responsibility. If police protection becomes necessary through the CONTRACTOR'S selected mode of operation, this cost is the CONTRACTOR'S responsibility. In all cases the method of protection must meet Windstream's approval, and Windstream's decision will be final.

6.04 To the satisfaction of Windstream and other persons or authorities having jurisdiction, the CONTRACTOR is responsible for the permanent restoration to good condition of all private or public property including pavements, fences, gardens, shrubbery, sidewalks, pipes, driveways, dirt, or sod disturbed or damaged in the performance of work. The CONTRACTOR shall be responsible for addressing all customer complaints within 24 hours of notification. All work required associated with the customer complaint shall be completed within three (3) working days of the CONTRACTOR being notified. Any final repair of concrete and /or asphalt shall be completed within a maximum of ten (10) working days

6.05 Any property damage should be noted on the work order closing copy.

6.06 In such cases where removal of existing shrubs is necessary to gain access to the work area or to place poles and down guys, the CONTRACTOR shall, at its own expense, remove, store, and replace such shrubs.

## **7.0 REMOVAL OF PLANT**

7.01 The CONTRACTOR shall provide all hardware and miscellaneous apparatus necessary to remove the designated Windstream Plant. Transportation, installation, removal and disposal of all construction materials shall be in accordance with all applicable local, state and federal laws and properly manifested when appropriate. The CONTRACTOR shall provide manifest, a certificate of disposal, or the method and location of disposal for all items. Empty cable reels must be removed from the Project Site each day.

7.02 All Plant removed by the CONTRACTOR, which may have salvage value due to recycling processes, shall be delivered to the location designated by Windstream. All salvage materials will be placed in an appropriate storage bin provided by the designated recycling company on the CONTRACTOR'S yards. The CONTRACTOR cannot accept payment for the salvageable materials that are the property of Windstream. Provisions for disposal of contractor-owned material will be made by the CONTRACTOR.

7.03 CONTRACTOR will store Windstream-owned poles and stub poles, which have been removed, at CONTRACTOR'S location. CONTRACTOR is required to contact Windstream's designated pole disposal contractor for removal and disposal of poles. CONTRACTOR is required to forward the pole disposal contractor's invoice for pick-up to Windstream. Windstream will be responsible for payment to the pole disposal contractor. This is the only acceptable manner in which poles shall be disposed.

7.04 Any Windstream plant, removed by the CONTRACTOR, which does not have a salvage value, shall be disposed of by the CONTRACTOR to a licensed dumpsite.

7.05 The CONTRACTOR shall pay any dumping fees associated with disposing of scrap materials.

## **8.0 TREE TRIMMING, CUTTING, AND DISPOSAL**

8.01 TRIMMING AND CUTTING: The CONTRACTOR shall not proceed with the cutting of trees or clearing of right-of-way without notification from Windstream that proper authorization has



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been received from the owner of the property, and the CONTRACTOR shall promptly notify Windstream whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on the owner's land in connection with the Project and shall obtain the consent of Windstream before proceeding in any such case.

#### 8.02 DISPOSAL OF TREES, LIMBS, AND BRUSH:

- a) Property owners shall have first right to any wood cut from trees or any felled trees resulting from this Agreement.
- b) All removed limbs, brush, and cuttings, except that requested by property owners, shall be removed from the trimming areas.
- c) No cuttings or brush shall be left overnight on or about the trimming area without the consent of the public authority and/or the property owner.
- d) The CONTRACTOR is completely and solely responsible for the complete disposition of any wood, brush, or wood chips produced in the course of the work.

### **9.0 CONDUIT AND MANHOLES**

9.01 The engineer will determine the location of all conduit and manholes and shall specify size, type, position, and depth at which they are to be constructed. The preferred choice for manholes is the precast form. The size, type, and location of all main conduit and subsidiary ducts, location of foreign structures where known, and applicable right-of-way restrictions are shown on the construction drawings. The size, type, and location of all conduit entrances and size and location of the manhole frame opening are shown on the construction drawings. (Any items not covered specifically by local engineering on construction drawings shall conform to ASTM standards in ACI 301 and 318). "ASTM" means American Standard of Testing and Materials. "ACI" means the American Concrete Institute. All work in existing manholes will be coordinated with the construction supervisor and local assignment personnel.

9.02 Backfilling next to the conduit shall be free from stones or other material which might injure the conduit or conduit joints. Stones of 3 inches in size or larger shall not be included in any part of the backfill. In tamping the backfill at the sides of the conduit, use extreme care not to damage the joints or shift the conduit structure. Backfilling and tamping alongside of the conduit shall be done in layers only an inch or two in thickness until the level of the top of the conduit is reached. Above the conduit, mechanically tamp all backfill thoroughly in 6-inch layers. Backfilling around conduit joined with mortar bandages can proceed as soon as the joints are completed. Troweled joints shall be allowed to set at least 24 hours before backfilling. Conduit that has been encased in concrete shall not be backfilled on top of for at least 15 hrs.

9.03 Upon completion of conduit sections, a test mandrel 1/4 inch smaller in diameter than the inside diameter of the conduit shall be pulled through all single duct conduit and through two diagonally opposite ducts in multiduct conduit formations to ensure proper alignment. In addition, all conduits shall be cleaned of loose materials such as concrete, mud, dirt, stones, etc. Pull wire (type as specified by the engineer) shall be placed in conduit if so indicated by the engineer on the construction drawings. The ends of the conduit shall be sealed to prevent the entrance of foreign matter and to protect against water or gas from entering manholes or buildings. All conduit entering central offices or other buildings shall be kept plugged at all times with expandable type plugs that have been approved by the engineer. If the work extends over several days, the conduits shall be plugged at night temporarily and permanently upon completion of the work.



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9.04 All concrete mix designs using specifications regarding concrete, cement, aggregate, concrete-reinforcement bars and water will follow local engineering specification or RUS specification or ASTM standards of the ACI concrete, cement, aggregate, concrete-reinforcing bars and water specifications.

9.05 Manhole walls, top and floor forms and forming work shall be accomplished in a thorough and workmanlike manner in accordance with Windstream practices.

9.06 Reinforcement shall consist of round deformed bars arranged as indicated on the construction drawings and will follow all the specifications noted above.

9.07 Concrete must be placed continuously except at construction joints, as indicated on the detail plan.

9.08 When encasing conduit, concrete must be poured toward the free end of the ducts and away from the trench sides to avoid dislodging soil and stones.

9.09 After removing the forms, all concrete surfaces should be inspected for poor joints, voids, stone pockets, tie holes, rod holes, etc. To repair these defects, the type of product to be used must be approved by the engineer prior to repair. However in the event of extreme voids (honey combing, etc.), where the structural steel is exposed upon removal of the forms and inspection, the manhole shall be demolished and a new manhole constructed per the construction drawings.

9.10 When manholes are constructed in fluid soil, the CONTRACTOR will contact Windstream Engineering regarding possible changes in design of structure(s) as well as providing adequate drainage shall be provided to prevent static water pressure on concrete until the concrete has properly hardened.

9.11 The frame shall be supported on a precast or brick collar as shown in the construction drawings. The collar shall be of sufficient height to bring the cover flush with the grade of the street or surrounding earth. Mortar shall be proportioned by volume and shall consist of one part mortar cement and three parts fine aggregate with sufficient water to make the mixture workable.

9.12 The sump or drain shall be provided as shown on the construction drawings and located as shown on the construction drawings or as directed by the inspector or the engineer. The floor shall be graded toward the sump or drain (if cement floor is used). The sump or drain shall be at least 8 inches in diameter or 8 inches square.

9.13 Pulling-in irons shall be placed so as to extend into the manhole far enough to permit a clear opening of 3.5 inches in the eye. With a 6-inch concrete wall, the vertical legs of the irons shall be 1 inch in from the outside face of the wall. For heavier walls, the legs will be embedded deeper in the concrete of the wall.

## **10.0 SERVICE DROPS**

10.01 Buried drop wire on customer's premises shall be installed at the depths listed in Cable Depth Requirements Section 11 unless otherwise specified by the engineer, due to local, county or state requirements.

10.02 It will be Windstream's responsibility to obtain permission to place the service drop on the customer premises. The CONTRACTOR is responsible for notifying the landowner 24 hours prior to beginning work and obtaining permission to begin work. If the CONTRACTOR is delayed they are responsible for notifying the customer of the delay. The CONTRACTOR will then place the service drop, check for buried utilities and other underground structures, and perform all required restoration to the satisfaction of the property owner the same day.



10.03 When specified by the engineer, the CONTRACTOR shall designate the house number or phone number in areas without house numbers on all newly installed buried service drops, within the pedestal.

10.04 Network Interface Device ("NID") station protectors shall be specified on all new service installation. Each shall be assembled and grounded to a suitable electrical ground source.

10.05 The NID shall be located on the building such as to facilitate common grounding by obtaining the best compromise between the length of drop wire run to the building and the length of ground wire run, not to exceed 35 feet.

10.06 The CONTRACTOR will notify the appropriate operations supervisor or construction supervisor / inspector immediately if customer commitment dates cannot be met on buried service drops. This notification must include a new commitment date and an explanation of the cause of the delay. All notifications as to delays from either the contractor or our customer must be thoroughly documented in the LOG portion of the associated JobTrac Buried Drop Job. This must include any revised commitment dates made to customer. Other operations personnel or the construction supervisor / inspector will be notified of this change in commitment date.

10.07 Upon completion of the buried drop facilities installation, the CONTRACTOR will on a daily basis:

- a) Complete the service initiation if all station work is complete, including termination of the drop in the NID and verifying service (dial tone) at the NID.
- b) Inform the customer that the service installation has been completed by direct communication with the customer or the use of a 'Door Knocker' (ATS-957). If the doorknocker is used, the time and date fields must be filled out and the "To install or change your service." boxes marked.
- c) Call, email, or use a voice mail box for the designated operations personnel or the construction coordinator for the applicable Windstream exchange as soon as possible and leave the following information:
  - Buried service work order customer's name.
  - Buried service work order customer's telephone number.
  - Customer is or is not in service.
  - CST does or does not need to be re-dispatched.
  - The CONTRACTOR will forward the completed buried service work order to the appropriate operations supervisor or construction coordinator within two (2) days.

10.08 Upon completion of each new service installation and/or rearrangement, the CONTRACTOR shall perform one ring back test to validate service continuity.

## **11.0 CABLE DEPTH REQUIREMENTS (IN INCHES)**

Contractor is required to comply with buried cable depths in accordance with State, County or Local requirements, without additional depth compensation. Unless otherwise specified by State, County or Local mandates, Windstream minimum Cable depth requirements are as listed below:

### **11.01 County Right of Ways (ROW)**

Buried Fiber Optic Cable (BFO) minimum	36 Inches
Buried Copper Cable (BFCR) minimum	30 Inches
Buried Drops (SEB) on ROW minimum	36 Inches
Buried Drops (SEB) on customer property minimum	12 Inches
Buried Drops (SEB) ditch crossing minimum	36 Inches
Road Bores minimum	36 Inches



### 11.02 State Right of Ways (ROW)

Buried Fiber Optic Cable (BFO) minimum	36 Inches
Buried Copper Cable (BFCR) minimum	30 Inches
Buried Drops (SEB) on ROW minimum	36 Inches
Buried Drops (SEB) on customer property minimum	12 Inches
Buried Drops (SEB) ditch crossing minimum	36 Inches
Road Bores minimum	36 Inches

## 2.0 EMERGENCY CALL OUT

12.01 CONTRACTOR will have staff accessible via mobile phone to provide response to emergency outages. Coverage for emergency service is required 24 hours daily, 7 days per week. Additionally, CONTRACTOR is required to provide an initial and ongoing updates to a CONTRACTOR calling tree that provides alternative and escalation calling to support Windstream's on call needs.

12.02 Within two hours, CONTRACTOR will have on-site an emergency response team. Staff required to begin repairs will be on-site within two hours of initial emergency notification. Failure to respond in two hours will result in the standard hourly rate being paid instead of the overtime rate. Equipment is paid at standard rate at all times.

12.03 For suspected fiber damages CONTRACTOR maybe asked to assemble at their work location to stand by until the damage location has been identified and the required material and equipment is determined. In addition Contractor upon notification will dispatch fiber splicers to the nearest POP location for further instructions or to assist in identifying the location of the damage with OTDR measurements. The overtime rate will apply for this situation.

12.04 In the event that Windstream releases placing crewmembers prior to 7:00 PM during the normal workweek, it is still the CONTRACTOR'S responsibility to provide proper coverage as is normally needed to support Windstream. No overtime will be paid in this case unless call out is made more than 3 hours after the crew has been released or call out is made after 5:00 PM.

## 13.00 CHECKLIST FOR CONSTRUCTION AND SPLICERS

### TO BE PROVIDED BY CONTRACT FIRM:

- |  |   |
|--|---|
| <input type="checkbox"/> Mobile Phone                        | <input type="checkbox"/> Picture ID badge |
| <input type="checkbox"/> Contractor Worker Information Sheet | <input type="checkbox"/> Vehicle signs    |

### • DRESS CODE:

1. Hair neat, clean, and well groomed, to include facial hair;
2. Shoes appropriate to job, and provides adequate protection from safety hazards;
3. Clothing clean, not in need of repair, free of profane, obscene, or suggestive wording, patches or designs that are deemed inappropriate in the judgment of management.

### • VEHICLE INFORMATION:

CONTRACTOR work vehicles of the standard cab and chassis body type must be equipped with sufficient locking bins to protect Windstream's material and allow efficient access to the material. Work vehicles will be in good running condition, present a good appearance, and any vehicle and equipment used in conjunction with any activity within the right of way must be clearly marked or labeled, identifying the utility for which the work is being performed, as well as the CONTRACTOR(S) performing the work for the utility. Vehicles must bear the CONTRACTOR's



name on each side in sufficient size to be easily identified. This requirement includes all Subcontractors.

## **14.0 OUTSIDE PLANT JOB MANAGEMENT PROCESS**

This contract will be supported by a Windstream electronically based information system to: price, approve, distribute, maintain job status, store, and invoice OSP jobs. Although all jobs will be processed through this system, some selected jobs due to their size will route their supporting job documentation through traditional means to be determined locally. As a result, all CONTRACTOR(S) selected to partner with Windstream will be required to conduct business electronically.

### **14.01 Job Management Process**

- a) **Job Notification:** An email alert will be sent to the CONTRACTOR when a new job is available to work.
- b) **Job Distribution:** After notification, CONTRACTOR will be required to inquire and pull related job information from the Windstream OSP Job Repository. The CONTRACTOR will make copies of jobs as necessary.
- c) **Job Status Update:** During the OSP job life cycle, the CONTRACTOR will be required to post various job status milestones on the Windstream Job Repository for each job managed by the CONTRACTOR.
- d) **Job Completion:** Upon job completion, the CONTRACTOR will update the Job Repository with accurate 'as-built' information, complete and finalize job cost, and release the job to Windstream for review, approval and invoice creation. This may include the transmitting of as-built documentation via electronic means to be determined by Windstream.
- e) **Job Discrepancy Resolution:** Upon reviewing the 'as-built' vs. 'planned' job information, Windstream staff will confer with CONTRACTOR staff to resolve billing discrepancies.
- f) **Invoicing:** At an interval predetermined between Windstream and the CONTRACTOR, Windstream staff will create an invoice and submit to Windstream Accounts Payable for payment.
- g) **Payment:** Payments will be made to CONTRACTOR via EFT (Electronic Funds Transfer) facilities.

### **14.02 System Reference**

- a) **Security:** CONTRACTOR will have access only to jobs assigned under their control. Security will be managed by Windstream corporate OSP.
- b) **Units:** Standardization, creation and management of work units is a shared responsibility between local Windstream operating companies and corporate.
- c) **Reporting:** Various reporting formats from the OSP Job Repository will be available to the CONTRACTOR as needed. This includes invoices submitted, jobs completed, job schedules, unit lists, reconciliation etc.



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- d) **Online Job Retention:** Jobs will be retained on the OSP Job Repository for a minimum of 60 (sixty) days after job closing and then systematically purged.

#### 14.03 System Requirements

- a) CONTRACTOR will be required to receive email correspondence and be capable of accessing the web pages of the Windstream OSP Job Repository. CONTRACTOR will print job specifications and other related job documentation, including job diagrams of up to 11 X 17 inches. CONTRACTOR will require access to a color scanner for submission of electronic redlines back to Windstream.
- b) CONTRACTOR(S) are required to produce and provide electronic as built construction drawings to Windstream for each completed work order in a format compatible with Windstream's current GIS technology and are responsible for acquiring the editing / red-lining software needed to fulfill this requirement.
- c) CONTRACTOR will be required to maintain current versions of the following software:
- Microsoft Windows 2000 or later
  - Microsoft Office Professional 2000 or later (includes):
    - Word
    - Excel
    - PowerPoint
    - Access
    - Outlook E-mail
  - Microstation V8i (for electronic submission of redlines)
  - Adobe Acrobat Reader
  - Microsoft Internet Explorer 8.0 or greater
  - WinZip

#### 14.04 Ongoing Windstream Coordination

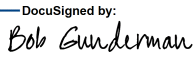
This system is intended to enhance communication related to the performance of OSP jobs. It is in no way intended to replace the personal communication that is necessary to manage day-to-day job coordination.

#### 15.0 WINDSTREAM SPECIFICATIONS

15.01 The CONTRACTOR will complete work according to Windstream specifications. The CONTRACTOR is responsible for doing quality, safe work with the appropriate tools and in accordance with local, state, federal, and OSHA regulations. It is the responsibility of the CONTRACTOR to understand and abide by all current Windstream practices.

IN WITNESS WHEREOF, the parties hereto have caused this PSA to be executed by their respective authorized representatives effective as of the date last written below.


#### Windstream Supply, LLC

DocuSigned by:  
By:   
DDFEB28E7A5A49F...  
Name: Bob Gunderman

Title: CFO

Date: 12/8/2015

#### Contractor's Name:

DocuSigned by:  
By:   
25FE058E1573455...  
Name: Rob Pribyl

Title: VP of operations

Date: 12/8/2015

<b>Exhibit A - MP NEXLEVEL</b>	
<b>UNIT ID</b>	<b>Labor Costs Minnesota</b>
1 1/2-3 TON TRUCK W/TOOLS (A)	\$ 27.53
1 1/2-3 TON TRUCK W/TOOLS (A)F	\$ 27.53
1 1/2-3 TON TRUCK W/TOOLS (B)	\$ 27.53
1 1/2-3 TON TRUCK W/TOOLS (B)F	\$ 27.53
1 1/2-3 TON TRUCK W/TOOLS (U)	\$ 27.53
1 1/2-3 TON TRUCK W/TOOLS (U)F	\$ 27.53
1/2 TON TRCK W/TOOLS(A)F(TV)	\$ 13.97
1/2 TON TRUCK W/TOOLS (A)	\$ 20.48
1/2 TON TRUCK W/TOOLS (A)F	\$ 20.48
1/2 TON TRUCK W/TOOLS (B)	\$ 20.48
1/2 TON TRUCK W/TOOLS (B)F	\$ 20.48
1/2 TON TRUCK W/TOOLS (U)	\$ 20.48
1/2 TON TRUCK W/TOOLS (U)F	\$ 20.48
1/2 TON TRUCK W/TOOLS(A)(TV)	\$ 20.48
1/2 TON TRUCK W/TOOLS(B)(TV)	\$ 20.48
25-2	\$ 377.30
25-4	\$ 377.30
25-5	\$ 377.30
25-5(TV)	\$ 517.40
25-6	\$ 377.30
3/4-1 TON TRUCK W/TOOLS (A)	\$ 24.32
3/4-1 TON TRUCK W/TOOLS (A)F	\$ 24.32
3/4-1 TON TRUCK W/TOOLS (B)	\$ 24.32
3/4-1 TON TRUCK W/TOOLS (B)F	\$ 24.32
3/4-1 TON TRUCK W/TOOLS (U)	\$ 24.32
3/4-1 TON TRUCK W/TOOLS (U)F	\$ 24.32
3/4-1T TRCK W/TOOLS(A)(TV)	\$ 24.32
3/4-1T TRCK W/TOOLS(A)F(TV)	\$ 24.32
3/4-1T TRCK W/TOOLS(B)(TV)	\$ 24.32
3/4-1T TRCK W/TOOLS(B)F(TV)	\$ 24.32
30-2	\$ 426.30
30-3	\$ 426.30
30-3JO	\$ 546.15
30-4	\$ 426.30
30-5	\$ 426.30
30-5(TV)	\$ 546.15
30-5JO	\$ 546.15
30-6	\$ 426.30
30-7	\$ 426.30
35-2	\$ 426.30
35-3	\$ 426.30
35-3JO	\$ 632.38
35-4	\$ 426.30
35-4JO	\$ 632.38
35-5	\$ 426.30
35-5JO	\$ 632.38
35-6	\$ 426.30
40-2	\$ 475.30
40-3	\$ 475.30
40-3JO	\$ 747.36
40-4	\$ 475.30
40-4JO	\$ 747.36
40-5	\$ 475.30
40-5JO	\$ 747.36
45-1	\$ 524.30
45-2	\$ 524.30
45-3	\$ 524.30
45-3(TV)	\$ 862.34
45-3JO	\$ 862.34



45-4	\$ 524.30
45-4JO	\$ 862.34
45-5	\$ 524.30
45-5JO	\$ 862.34
50-2	\$ 977.32
50-2JO	\$ 977.32
50-3	\$ 977.32
50-3JO	\$ 977.32
50-4	\$ 977.32
55-2	\$ 1,034.81
55-2JO	\$ 1,034.81
55-3	\$ 1,034.81
55-3JO	\$ 1,034.81
60-2	\$ 1,092.30
60-3	\$ 1,092.30
65-2	\$ 1,149.79
65-3	\$ 1,149.79
90BL(TV)	\$ 3.26
90BLEXT(3)(TV)	\$ 3.26
90BLEXT(6)(TV)	\$ 3.26
AB25-2	\$ 747.36
AB25-3	\$ 747.36
AB25-5	\$ 747.36
AB25-6	\$ 747.36
AB30-3	\$ 776.11
AB30-4	\$ 776.11
AB30-5	\$ 776.11
AB30-5(TV)	\$ 776.11
AB30-6	\$ 776.11
AB35-3	\$ 862.34
AB35-4	\$ 862.34
AB35-5	\$ 862.34
AB40-3	\$ 977.32
AB40-4	\$ 977.32
AB40-5	\$ 977.32
AB45-1	\$ 1,092.30
AB45-2	\$ 1,092.30
AB45-3	\$ 1,092.30
AB45-4	\$ 1,092.30
AB45-5	\$ 1,092.30
AB50-2(TV)	\$ 1,207.27
ACTIVATION (TV)	\$ 0.28
AD TAP(A)(4)(TV)	\$ 18.62
AD TAP(A)(8)(TV)	\$ 18.62
AD TAP(B)(4)(TV)	\$ 18.62
AIR CMPRSSR W/TOOLS(B)(TV)	\$ 15.83
AIR CMPRSSR W/TOOLS(P)(TV)	\$ 15.83
AIR CMPRSSR W/TOOLS(U)(TV)	\$ 15.83
AIR COMPRESSOR W/ TOOLS (B)	\$ 15.60
AIR COMPRESSOR W/ TOOLS (B)F	\$ 15.60
AIR COMPRESSOR W/ TOOLS (JO)	\$ 15.60
AIR COMPRESSOR W/ TOOLS (P)	\$ 15.60
AIR COMPRESSOR W/ TOOLS (U)	\$ 15.60
AIR COMPRESSOR W/ TOOLS (U)F	\$ 15.60
AMP STATION(A)(BR)(TV)	\$ 23.28
AMP STATION(A)(TV)	\$ 79.14
AMP STATION(B)(TV)	\$ 79.14
APARTMENT BOX(L)(TV)	\$ 144.31
APARTMENT BOX(M)(TV)	\$ 125.69
APARTMENT BOX(S)(TV)	\$ 116.38
ATSEA	\$ 27.89
ATSEB	\$ 21.41

BA4	\$ 24.21
BA4(TV)	\$ 24.21
BACKHOE + TRUCK + TRAILER (B)	\$ 57.73
BACKHOE + TRUCK + TRAILER (B)F	\$ 57.73
BACKHOE + TRUCK + TRAILER (U)	\$ 57.73
BACKHOE + TRUCK + TRAILER (U)F	\$ 57.73
BACKHOE+TRUCK+TRLR(B)(TV)	\$ 57.73
BACKHOE+TRUCK+TRLR(B)F(TV)	\$ 57.73
BC25B	\$ 6.05
BC25G	\$ 6.05
BC25S	\$ 30.26
BC50B	\$ 18.15
BC50G	\$ 18.15
BC600M	\$ 36.31
BCQ9E	\$ 36.31
BD10000P	\$ 325.85
BD100P(TV)	\$ 37.24
BD1024(TV)	\$ 60.52
BD105P(TV)	\$ 41.90
BD106(TV)	\$ 41.90
BD14	\$ 74.48
BD1730(TV)	\$ 54.85
BD3	\$ 58.21
BD3A	\$ 58.21
BD3ASB	\$ 58.21
BD3J	\$ 58.21
BD3M	\$ 58.21
BD3MA	\$ 58.21
BD3SB	\$ 58.21
BD4	\$ 60.52
BD4A	\$ 60.52
BD4ASB	\$ 60.52
BD4J	\$ 60.52
BD4M	\$ 60.52
BD4MA	\$ 60.52
BD4SB	\$ 60.52
BD5	\$ 74.48
BD5A	\$ 74.48
BD5ASB	\$ 74.48
BD5J	\$ 74.48
BD5M	\$ 74.48
BD5MA	\$ 74.48
BD5SB	\$ 74.48
BD60(TV)	\$ 32.59
BD6000P	\$ 279.30
BD60P(TV)	\$ 32.59
BD7	\$ 116.38
BD7P	\$ 116.38
BDCP(E)P	\$ 116.38
BDFOAM	\$ 12.00
BDO	\$ 176.89
BDO-CWDM	\$ 176.89
BDO-CWDM(HH)	\$ 245.00
BDSB(100)(100)	\$ 165.95
BDSB(1200)(2400)C	\$ 267.66
BDSB(1200)(2400)P	\$ 428.26
BDSB(1800)(3600)C	\$ 321.20
BDSB(1800)(3600)P	\$ 481.79
BDSB(200)(200)	\$ 171.30
BDSB(300)(300)C	\$ 176.66
BDSB(300)(300)P	\$ 347.96
BDSB(300)(600)C	\$ 176.66

BDSB(300)(600)P	\$ 347.96
BDSB(400)(800)C	\$ 187.36
BDSB(400)(800)P	\$ 347.96
BDSB(50)(50)	\$ 165.95
BDSB(600)(1200)C	\$ 187.36
BDSB(600)(1200)P	\$ 374.73
BDSB(600)(900)C	\$ 187.36
BDSB(600)(900)P	\$ 347.96
BDSB(900)(1800)C	\$ 214.13
BDSB(900)(1800)P	\$ 401.49
BFCID(1)(1)	\$ 1.30
BFCID(1)(1.25)	\$ 1.30
BFCID(1)(2)	\$ 1.30
BFCID(2)(1.25)	\$ 1.49
BFCID(3)(1.25)	\$ 1.63
BFCR(<1000)	\$ 1.00
BFCR(300)	\$ 0.93
BFCR(300)(TV)	\$ 1.94
BFCR(600)	\$ 1.46
BFCR100X22	\$ 1.21
BFCR100X22D	\$ 0.23
BFCR100X22I	\$ 0.88
BFCR100X22J	\$ 0.65
BFCR100X22T	\$ 2.65
BFCR100X22TD	\$ 0.23
BFCR100X24	\$ 1.21
BFCR100X24D	\$ 0.23
BFCR100X24I	\$ 0.88
BFCR100X24J	\$ 0.65
BFCR100X24T	\$ 2.65
BFCR100X24TD	\$ 0.23
BFCR100X24TEMP	\$ 0.42
BFCR1200X24	\$ 2.65
BFCR1200X24I	\$ 2.89
BFCR1200X24T	\$ 3.49
BFCR12X22	\$ 1.21
BFCR12X22D	\$ 0.23
BFCR12X22I	\$ 0.69
BFCR12X22J	\$ 0.65
BFCR12X22T	\$ 2.65
BFCR12X22TD	\$ 0.23
BFCR12X22TEMP	\$ 0.42
BFCR12X24	\$ 1.21
BFCR12X24D	\$ 0.23
BFCR12X24I	\$ 0.69
BFCR12X24J	\$ 0.65
BFCR12X24T	\$ 2.65
BFCR12X24TD	\$ 0.23
BFCR12X24TEMP	\$ 0.42
BFCR1500X24	\$ 3.03
BFCR1500X24I	\$ 2.89
BFCR1500X24T	\$ 4.19
BFCR1800X24	\$ 3.26
BFCR1800X24I	\$ 3.07
BFCR1800X24T	\$ 5.12
BFCR200X22	\$ 1.40
BFCR200X22I	\$ 0.88
BFCR200X22T	\$ 2.65
BFCR200X22TD	\$ 0.23
BFCR200X24	\$ 1.40
BFCR200X24D	\$ 0.28
BFCR200X24I	\$ 0.88

BFCR200X24J	\$ 0.65
BFCR200X24T	\$ 2.65
BFCR200X24TD	\$ 0.23
BFCR200X24TEMP	\$ 0.47
BFCR2100X24	\$ 3.72
BFCR2100X24I	\$ 3.26
BFCR2100X24T	\$ 5.12
BFCR25X22	\$ 1.21
BFCR25X22D	\$ 0.23
BFCR25X22I	\$ 0.69
BFCR25X22J	\$ 0.65
BFCR25X22T	\$ 2.65
BFCR25X22TD	\$ 0.23
BFCR25X22TEMP	\$ 0.42
BFCR25X24	\$ 1.21
BFCR25X24D	\$ 0.23
BFCR25X24I	\$ 0.69
BFCR25X24J	\$ 0.65
BFCR25X24T	\$ 2.65
BFCR25X24TD	\$ 0.23
BFCR25X24TEMP	\$ 0.42
BFCR28X22H	\$ 1.21
BFCR300(TV)	\$ 1.21
BFCR300X22	\$ 1.40
BFCR300X22I	\$ 1.30
BFCR300X22T	\$ 2.79
BFCR300X24	\$ 1.40
BFCR300X24D	\$ 0.33
BFCR300X24I	\$ 1.30
BFCR300X24J	\$ 0.79
BFCR300X24T	\$ 2.79
BFCR300X24TD	\$ 0.28
BFCR400X24	\$ 1.70
BFCR400X24D	\$ 0.37
BFCR400X24I	\$ 1.40
BFCR400X24J	\$ 0.93
BFCR400X24T	\$ 3.03
BFCR400X24TD	\$ 0.37
BFCR500(TV)	\$ 1.29
BFCR500D(TV)	\$ 0.23
BFCR500I(TV)	\$ 0.70
BFCR500T(TV)	\$ 2.65
BFCR50X22	\$ 1.21
BFCR50X22D	\$ 0.23
BFCR50X22I	\$ 0.69
BFCR50X22J	\$ 0.65
BFCR50X22T	\$ 2.65
BFCR50X22TD	\$ 0.23
BFCR50X22TEMP	\$ 0.42
BFCR50X24	\$ 1.21
BFCR50X24D	\$ 0.23
BFCR50X24I	\$ 0.69
BFCR50X24J	\$ 0.65
BFCR50X24T	\$ 2.65
BFCR50X24TD	\$ 0.23
BFCR50X24TEMP	\$ 0.42
BFCR54X22H	\$ 1.21
BFCR600X24	\$ 2.05
BFCR600X24D	\$ 0.47
BFCR600X24I	\$ 1.82
BFCR600X24J	\$ 0.93
BFCR600X24T	\$ 3.03

BFCR600X24TD	\$ 0.47
BFCR625(TV)	\$ 1.29
BFCR625D(TV)	\$ 0.23
BFCR625I(TV)	\$ 0.70
BFCR625J(TV)	\$ 0.47
BFCR625T(TV)	\$ 2.65
BFCR625TD(TV)	\$ 0.23
BFCR700(TV)	\$ 1.29
BFCR700D(TV)	\$ 0.23
BFCR700I(TV)	\$ 0.70
BFCR700J(TV)	\$ 0.47
BFCR700T(TV)	\$ 2.65
BFCR700TD(TV)	\$ 0.23
BFCR715I(TV)	\$ 0.70
BFCR750(TV)	\$ 1.29
BFCR750D(TV)	\$ 0.23
BFCR750I(TV)	\$ 0.70
BFCR750J(TV)	\$ 0.47
BFCR750T(TV)	\$ 2.65
BFCR750TD(TV)	\$ 0.23
BFCR875(TV)	\$ 1.29
BFCR875D(TV)	\$ 0.23
BFCR875T(TV)	\$ 2.65
BFCR875TD(TV)	\$ 0.23
BFCR900X24	\$ 2.19
BFCR900X24D	\$ 0.93
BFCR900X24I	\$ 2.47
BFCR900X24T	\$ 3.49
BFCR900X24TD	\$ 0.93
BFCRE(30)	\$ 0.05
BFCRE(30)T	\$ 0.09
BFCRE(36)	\$ 0.09
BFCRE(36)(TV)	\$ 0.09
BFCRE(36)T	\$ 0.19
BFCRE(42)	\$ 0.14
BFCRE(42)T	\$ 0.28
BFCRE(48)	\$ 0.23
BFCRE(48)T	\$ 0.37
BFCRE(54)	\$ 0.47
BFCRE(54)T	\$ 0.47
BFCRE(60)	\$ 0.93
BFCRE(60)T	\$ 0.93
BFCRE(66)	\$ 1.40
BFCRE(66)T	\$ 1.40
BFCRE(72)	\$ 1.86
BFCRE(72)T	\$ 1.86
BFCRJBF	\$ 0.79
BFCRJBF(TV)	\$ 0.79
BFCRP	\$ 3.96
BFCV(1)(1.25)	\$ 1.29
BFCV(1)(1.25)D	\$ 0.33
BFCV(1)(1.25)J	\$ 0.47
BFCV(1)(1.25)JD	\$ 0.28
BFCV(1)(1.25)T	\$ 3.96
BFCV(1)(1.25)TD	\$ 0.28
BFCV(1)(2)J	\$ 0.47
BFCV(1)(2)JD	\$ 0.33
BFCV(1)(2)T	\$ 3.96
BFCV(1)(2)TD	\$ 0.33
BFCV(1)(4)J	\$ 0.93
BFCV(1)(4)JD	\$ 0.70
BFCV(1)(4)T	\$ 4.61

BFCV(1)(4)TD	\$ 0.70
BFCV(2)(1.25)	\$ 1.49
BFCV(2)(1.25)J	\$ 0.70
BFCV(2)(1.25)JD	\$ 0.56
BFCV(2)(1.25)T	\$ 4.19
BFCV(2)(1.25)TD	\$ 0.56
BFCV(2)(2)J	\$ 0.70
BFCV(2)(2)JD	\$ 0.65
BFCV(2)(2)T	\$ 4.19
BFO(48)	\$ 1.21
BFO(48)T	\$ 2.77
BFO12	\$ 1.21
BFO12BL	\$ 0.68
BFO12D	\$ 0.23
BFO12I	\$ 0.68
BFO12J	\$ 0.79
BFO12MIC(100)	\$ 100.00
BFO12T	\$ 2.77
BFO144	\$ 1.21
BFO144ADSS(I)	\$ 1.40
BFO144BL	\$ 0.68
BFO144D	\$ 0.23
BFO144I	\$ 0.68
BFO144J	\$ 0.79
BFO144T	\$ 2.77
BFO192I	\$ 0.65
BFO216	\$ 1.21
BFO216I	\$ 0.68
BFO24	\$ 1.21
BFO24(TV)	\$ 1.29
BFO24BL	\$ 0.68
BFO24D	\$ 0.23
BFO24D(TV)	\$ 0.23
BFO24I	\$ 0.65
BFO24I(TV)	\$ 0.68
BFO24J	\$ 0.79
BFO24J(TV)	\$ 0.47
BFO24T	\$ 2.77
BFO24T(TV)	\$ 2.79
BFO24TD(TV)	\$ 0.23
BFO288	\$ 1.29
BFO288ADSS(I)	\$ 1.49
BFO288I	\$ 0.68
BFO288I(TV)	\$ 0.65
BFO36	\$ 1.21
BFO36D	\$ 0.23
BFO36J	\$ 0.79
BFO36T	\$ 2.77
BFO48	\$ 1.21
BFO48ADSS(I)	\$ 1.40
BFO48BL	\$ 0.68
BFO48D	\$ 0.23
BFO48I	\$ 0.68
BFO48J	\$ 0.79
BFO48T	\$ 2.77
BFO60	\$ 1.21
BFO60D	\$ 0.23
BFO60I	\$ 0.68
BFO60T	\$ 2.77
BFO6MIC(100 )	\$ 100.00
BFO72	\$ 1.21
BFO72BL	\$ 0.68

BFO72D	\$ 0.23
BFO72I	\$ 0.68
BFO72J	\$ 0.79
BFO72T	\$ 2.77
BFO96	\$ 1.21
BFO96ADSS(I)	\$ 1.40
BFO96BL	\$ 0.68
BFO96D	\$ 0.23
BFO96I	\$ 0.65
BFO96I(TV)	\$ 0.68
BFO96T	\$ 2.77
BFOE(42)	\$ 0.24
BFOE(42)T	\$ 0.31
BFOE(48)	\$ 0.49
BFOE(48)T	\$ 0.41
BFOE(54)	\$ 0.73
BFOE(60)	\$ 0.70
BFOE(60)T	\$ 1.02
BFOE(66)	\$ 1.07
BFOE(72)	\$ 1.40
BFOE(72)T	\$ 2.05
BFOID(1) (1.25)	\$ 0.79
BFOID(2) (1.25)	\$ 1.40
BFOID(3) (1.25)	\$ 1.63
BFOJBF	\$ 0.79
BFOP	\$ 4.19
BFOR192I	\$ 0.68
BFOV(1)(1.25)	\$ 1.60
BFOV(1)(1.25)D	\$ 0.42
BFOV(1)(1.25)J	\$ 1.19
BFOV(1)(1.25)JD	\$ 0.42
BFOV(1)(1.25)T	\$ 4.54
BFOV(1)(1.25)TD	\$ 0.42
BFOV(1)(2)J	\$ 1.19
BFOV(1)(2)JD	\$ 0.42
BFOV(1)(2)T	\$ 4.54
BFOV(1)(2)TD	\$ 0.42
BFOV(1)(4)J	\$ 2.09
BFOV(1)(4)JD	\$ 0.70
BFOV(1)(4)T	\$ 4.89
BFOV(1)(4)TD	\$ 0.70
BFOV(2)(1.25)	\$ 2.08
BFOV(2)(1.25)D	\$ 0.84
BFOV(2)(1.25)J	\$ 1.61
BFOV(2)(1.25)T	\$ 4.96
BFOV(2)(1.25)TD	\$ 0.84
BFOV(2)(2)J	\$ 1.61
BFOV(2)(2)JD	\$ 0.84
BFOV(2)(2)T	\$ 4.96
BFOV(2)(2)TD	\$ 0.84
BFOV(3)(1.25)	\$ 2.85
BFOV(3)(1.25)T	\$ 3.85
BFOV(4)(1.25)	\$ 3.60
BG2(12)	\$ 18.62
BG2(12)B	\$ 25.14
BG2(25)	\$ 23.28
BG2(25)B	\$ 27.93
BG22-100S	\$ 45.00
BG22-200S	\$ 45.00
BG22-25S	\$ 45.00
BG22-50S	\$ 45.00
BG35-1S	\$ 5.35

BG35-1S(E)	\$ 5.35
BGM35-1(S)	\$ 5.35
BGM35-1(S)(E)	\$ 5.35
BGM35-10(S)	\$ 10.18
BGM35-11(S)	\$ 10.71
BGM35-12(S)	\$ 11.25
BGM35-13(S)	\$ 11.78
BGM35-14(S)	\$ 12.32
BGM35-15(S)	\$ 12.85
BGM35-16(S)	\$ 13.39
BGM35-17(S)	\$ 13.92
BGM35-18(S)	\$ 14.46
BGM35-19(S)	\$ 14.99
BGM35-2(S)	\$ 5.89
BGM35-20(S)	\$ 15.53
BGM35-21(S)	\$ 16.06
BGM35-22(S)	\$ 16.60
BGM35-23(S)	\$ 17.67
BGM35-24(S)	\$ 18.20
BGM35-25(S)	\$ 18.74
BGM35-3(S)	\$ 6.42
BGM35-4(S)	\$ 6.96
BGM35-5(S)	\$ 7.49
BGM35-6(S)	\$ 8.03
BGM35-7(S)	\$ 8.57
BGM35-8(S)	\$ 9.11
BGM35-9(S)	\$ 9.64
BHC(17X30X18)T	\$ 176.89
BHC(24X36X24)T	\$ 279.30
BHC(30X48X24)T	\$ 349.13
BHC(30X48X36)T	\$ 402.63
BHC(36X60X30)T	\$ 425.00
BHC(36X60X36)T	\$ 442.23
BHC(48X60X36)T	\$ 721.53
BHC(48X96X48)T	\$ 744.80
BHF(17X30X18)T	\$ 176.89
BHF(24X36X24)T	\$ 279.30
BHF(30x48x24)T	\$ 402.63
BHF(30X48X36)T	\$ 349.13
BHF(36x60x30)T	\$ 425.00
BHF(36x60x36)T	\$ 442.23
BHF(48X60X36)T	\$ 721.53
BHF(48x96x36)T	\$ 740.00
BHF(48x96x48)T	\$ 744.80
BM100X24	\$ 18.62
BM10M	\$ 2.85
BM16M	\$ 2.85
BM17	\$ 1.54
BM2	\$ 19.40
BM2(TV)	\$ 13.50
BM200X24	\$ 23.28
BM25X24	\$ 4.66
BM2A	\$ 13.97
BM2A(TV)	\$ 11.17
BM2AG	\$ 14.90
BM2B	\$ 9.31
BM2C	\$ 23.28
BM2D	\$ 16.76
BM2P	\$ 4.66
BM32CTU(B)	\$ 13.97
BM32DAML(A)	\$ 32.59
BM32DAML(B)	\$ 51.21



BM32RPT(B)	\$ 51.21
BM32ST12(A)	\$ 41.90
BM32ST12(B)	\$ 60.52
BM32ST4(B)	\$ 51.21
BM32ST8(B)	\$ 55.86
BM50X24	\$ 9.31
BM52	\$ 4.66
BM53	\$ 14.55
BM53F	\$ 14.55
BM53F(TV)	\$ 13.97
BM53GTF	\$ 20.00
BM60(1)(1 1/4)	\$ 8.80
BM60(1)(1 1/4)P(TV)	\$ 8.80
BM60(1)(1 1/4)P>100	\$ 7.52
BM60(1)(1 1/4)P>100(TV)	\$ 7.52
BM60(1)(1 1/4)PF>100	\$ 7.52
BM60(1)(2)	\$ 9.39
BM60(1)(2)>100	\$ 8.54
BM60(1)(2)F	\$ 9.00
BM60(1)(2)F>100	\$ 8.54
BM60(1)(2)P	\$ 8.80
BM60(1)(2)P(TV)	\$ 8.80
BM60(1)(2)P>100	\$ 8.54
BM60(1)(2)P>100(TV)	\$ 7.52
BM60(1)(2)PF	\$ 8.80
BM60(1)(2)PF>100	\$ 7.52
BM60(1)(3)>100	\$ 9.60
BM60(1)(3)P	\$ 8.80
BM60(1)(3)P>100	\$ 8.00
BM60(1)(3)PF	\$ 8.80
BM60(1)(3)PF>100	\$ 8.00
BM60(1)(4)	\$ 12.91
BM60(1)(4)>100	\$ 12.33
BM60(1)(4)F	\$ 12.91
BM60(1)(4)F>100	\$ 11.74
BM60(1)(4)P	\$ 10.57
BM60(1)(4)P>100	\$ 8.73
BM60(1)(4)PF	\$ 10.57
BM60(1)(4)PF>100	\$ 9.61
BM60(1)(6)>100	\$ 16.49
BM60(1)(6)P	\$ 16.01
BM60(1)(6)PF>100	\$ 14.55
BM60(2)(1 1/4)P	\$ 9.10
BM60(2)(1 1/4)P>100	\$ 8.27
BM60(2)(1 1/4)PF	\$ 9.10
BM60(2)(1 1/4)PF>100	\$ 8.27
BM60(2)(2)F	\$ 10.57
BM60(2)(2)P	\$ 9.97
BM60(2)(2)P>100	\$ 9.07
BM60(2)(2)PF	\$ 9.97
BM60(2)(2)PF>100	\$ 9.07
BM60(2)(3)PF	\$ 11.74
BM60(2)(3)PF>100	\$ 10.67
BM60(2)(4)	\$ 21.13
BM60(2)(4)F>100	\$ 19.21
BM60(2)(4)P	\$ 21.13
BM60(2)(4)P>100	\$ 17.46
BM60(2)(4)PF	\$ 21.13
BM60(2)(4)PF>100	\$ 17.46
BM60(3)(1 1/4)P	\$ 9.82
BM60(3)(1 1/4)PF	\$ 9.82
BM60(4)(1 1/4)P	\$ 10.13

BM60(4)(1 1/4)PF	\$ 10.13
BM600X24	\$ 23.28
BM60E	\$ 139.65
BM60EF	\$ 139.65
BM61 (2)	\$ 8.53
BM61(2)(F)(TV)	\$ 6.05
BM61(2)(TV)	\$ 6.05
BM61(2)>100	\$ 7.41
BM61(2)F	\$ 8.16
BM61(2)F>100	\$ 7.41
BM61(3)	\$ 8.53
BM61(3)(TV)	\$ 6.05
BM61(3)>100	\$ 7.41
BM61(3)F	\$ 8.16
BM61(3)F>100	\$ 7.41
BM61(4)	\$ 9.51
BM61(4)>100	\$ 8.27
BM61(4)F	\$ 9.51
BM61(4)F>100	\$ 8.27
BM61R(TV)	\$ 51.21
BM61SEB(A)	\$ 6.06
BM61SEB(B)	\$ 6.06
BM61SEB(TV)	\$ 5.97
BM65(2)P	\$ 0.61
BM65(2)PF	\$ 0.61
BM71	\$ 21.41
BM71(TV)	\$ 9.52
BM71E(30)	\$ 12.69
BM71E(36)	\$ 15.22
BM71E(42)	\$ 19.03
BM71E(42)F	\$ 19.03
BM71F	\$ 9.52
BM71SEB	\$ 7.40
BM72	\$ 18.15
BM72(TV)	\$ 18.15
BM72F	\$ 18.15
BM73	\$ 22.34
BM73F	\$ 22.34
BM77	\$ 11.17
BM77F	\$ 11.17
BM80	\$ 9.18
BM80(TV)	\$ 7.34
BM80F	\$ 9.31
BM80P	\$ 9.31
BM80PF	\$ 9.31
BM81	\$ 11.01
BM81(TV)	\$ 8.26
BM81F	\$ 11.17
BM81P	\$ 11.17
BM81PF	\$ 11.17
BM82	\$ 13.03
BM82(TV)	\$ 11.01
BM82F	\$ 13.03
BM82P	\$ 13.03
BM82PF	\$ 13.03
BM83(A)	\$ 9.18
BM83(B)	\$ 9.18
BM83T(A)	\$ 13.97
BM83T(B)	\$ 13.97
BM83T(TV)	\$ 11.17
BM84SQ	\$ 18.00
BM84SQF	\$ 18.00

BM85ADPTF	\$ 12.00
BM85BOOT	\$ 12.00
BM85BOOTF	\$ 12.00
BM86(2)GIP(B)	\$ 23.28
BM86(2)GIP(B)(F)	\$ 23.28
BM86(2)GIP(U)	\$ 23.28
BM86(2)SO(B)	\$ 23.28
BM86(2)SO(B)(F)	\$ 23.28
BM86(2)STRAP(B)	\$ 9.31
BM86(2)STRAP(B)(F)	\$ 9.31
BM86(4)GIP(B)(F)	\$ 27.93
BM86(4)GIP(U)	\$ 27.93
BM86(4)GIP(U)(F)	\$ 27.93
BM86(4)SO(B)	\$ 27.93
BM86(4)SO(B)(F)	\$ 27.93
BM86(4)SO(U)	\$ 27.93
BM86(4)STRAP(B)	\$ 11.17
BM86(4)STRAP(B)(F)	\$ 11.17
BM95A (2)	\$ 23.28
BM95A (6)	\$ 30.72
BM95A(2)AL	\$ 40.03
BM95A(6)AL	\$ 49.34
BM95B(2)	\$ 41.90
BM95B(6)	\$ 46.55
BM95T(12)	\$ 55.86
BM95T(6)	\$ 51.21
BM99	\$ 93.10
BM99F	\$ 93.10
BMBBKIT	\$ 55.00
BMCD(1.75)A	\$ 139.65
BMCD(1.75)B	\$ 116.38
BMCD(1.75)FA	\$ 139.65
BMCD(1.75)FB	\$ 116.38
BMCD(1.75)FU	\$ 116.38
BMCD(1.75)U	\$ 116.38
BMCD(2.5)A	\$ 162.93
BMCD(2.5)B	\$ 139.65
BMCD(2.5)FA	\$ 162.93
BMCD(2.5)FB	\$ 139.65
BMCD(2.5)FU	\$ 139.65
BMCD(2.5)U	\$ 139.65
BMCD(3.75)B	\$ 162.93
BMCD(3.75)FA	\$ 186.20
BMCD(3.75)FB	\$ 162.93
BMCD(3.75)FU	\$ 162.93
BMCD(3.75)U	\$ 162.93
BMCD(4.75)A	\$ 209.48
BMCD(4.75)B	\$ 186.20
BMCD(4.75)FA	\$ 209.48
BMCD(4.75)FB	\$ 186.20
BMCD(4.75)FU	\$ 186.20
BMCD(4.75)U	\$ 186.20
BMF100X24	\$ 18.62
BMF200X24	\$ 23.28
BMF25X24	\$ 4.66
BMF300X24	\$ 23.28
BMF400X24	\$ 23.28
BMF50X24	\$ 9.31
BMF600X24	\$ 23.28
BMF900X24	\$ 32.59
BMFA	\$ 2.79
BMFA(TV)	\$ 2.09

BMFAF	\$ 2.79
BMFD(A)	\$ 3.03
BMFD(A)F	\$ 3.03
BMFD(B)	\$ 3.03
BMFD(B)F	\$ 3.03
BMFD(U)F	\$ 3.03
BMJT(30)	\$ 2.62
BMJT(48)	\$ 3.35
BMJT(48)F	\$ 3.40
BMJTC	\$ 0.35
BMJTCF	\$ 0.35
BMRJ21(A)	\$ 69.83
BMRJ21(B)	\$ 69.83
BMRJ21(U)	\$ 69.83
BMSB	\$ 6.52
BMSBF	\$ 6.52
BMSBH	\$ 10.24
BMSBHF	\$ 10.24
BMSOD	\$ 0.28
BMSODF	\$ 0.28
BMSP4	\$ 115.64
BMSP4(TV)	\$ 116.38
BMSP4F	\$ 115.64
BMWL	\$ 209.48
BMWLF	\$ 209.48
BS(3.3)(TV)	\$ 13.97
BUCKET TRUCK (A)	\$ 31.20
BUCKET TRUCK (A)F	\$ 31.20
BUCKET TRUCK (B)	\$ 31.20
BUCKET TRUCK (B)F	\$ 31.20
BUCKET TRUCK (U)	\$ 31.20
BUCKET TRUCK (U)F	\$ 31.20
BUCKET TRUCK(A)(F)(TV)	\$ 31.65
BUCKET TRUCK(A)(TV)	\$ 31.65
BUCKET TRUCK(B)(TV)	\$ 31.65
BULKHEAD CONNECTOR TV	\$ 15.00
CABLE PLOW+TRCK+TRL(B)(F)(TV)	\$ 71.69
CABLE PLOW+TRCK+TRL(B)(TV)	\$ 71.69
CABLE TO F(500)(TV)	\$ 20.95
CATV SPLCR TRCK+TLS+MTL(A)(TV)	\$ 55.00
CATV SPLCR TRCK+TLS+MTL(B)(TV)	\$ 55.00
CATV SPLICER(A)(OT)(TV)	\$ 59.58
CATV SPLICER(A)(TV)	\$ 40.03
CATV SPLICER(B)(OT)(TV)	\$ 59.58
CATV SPLICER(B)(TV)	\$ 40.03
CF100X24	\$ 1.23
CF12X22	\$ 0.91
CF12X24	\$ 0.91
CF25X22	\$ 1.01
CF25X24	\$ 1.01
CF50X22	\$ 1.13
CF50X24	\$ 1.13
CF6X22	\$ 0.91
CF6X24	\$ 0.91
CHAINSAW - STORM (A)	\$ 6.50
CHAINSAW - STORM (A)(F)(TV)	\$ 6.05
CHAINSAW - STORM (A)(TV)	\$ 6.05
CHAINSAW - STORM (A)F	\$ 6.50
CHANGE MODULE(A)(A)(TV)	\$ 9.31
CHANGE MODULE(A)(TV)	\$ 9.31
CHANGE MODULE(B)(TV)	\$ 9.31
CHIPPER (A)	\$ 31.65

CHIPPER (A)F	\$ 31.65
CO12(10M)	\$ 1.71
CO12(10M)(MB36)	\$ 0.91
CO12(E)	\$ 1.09
CO144(10M)	\$ 1.71
CO144(E)	\$ 1.09
CO144ADSS	\$ 0.84
CO24 (10M)	\$ 1.71
CO24(E)	\$ 0.91
CO24(E)(TV)	\$ 1.09
CO24(TV)	\$ 1.44
CO288ADSS(E)	\$ 1.14
CO36 (10M)	\$ 1.71
CO36(E)	\$ 1.09
CO48 (10M)	\$ 1.71
CO48(10M)(MB24)	\$ 0.91
CO48(E)	\$ 0.91
CO48(E)(TV)	\$ 1.09
CO48ADSS	\$ 0.84
CO48ADSS(E)	\$ 1.14
CO60 (10M)	\$ 1.71
CO60(E)	\$ 1.09
CO72 (10M)	\$ 1.71
CO72(E)	\$ 1.09
CO96 (10M)	\$ 1.71
CO96(E)	\$ 1.09
CO96ADSS	\$ 0.84
CO96ADSS (10M)	\$ 1.14
CO96ADSS(E)	\$ 1.81
COPPER SPLICER (A)	\$ 41.28
COPPER SPLICER (A) OT	\$ 61.92
COPPER SPLICER (B)	\$ 41.28
COPPER SPLICER (B) OT	\$ 61.92
COPPER SPLICER (E)	\$ 41.28
COPPER SPLICER (E) OT	\$ 61.92
COPPER SPLICER (U)	\$ 41.28
COPPER SPLICER (U) OT	\$ 61.92
COPPER SPLICER TRUCK (A)	\$ 16.29
COPPER SPLICER TRUCK (B)	\$ 12.74
COPPER SPLICER TRUCK (E)	\$ 12.74
COPPER SPLICER TRUCK (U)	\$ 16.76
CST TRUCK, TOOLS, MATL (A)	\$ 27.93
CST TRUCK, TOOLS, MATL (A)(TV)	\$ 23.28
CST TRUCK, TOOLS, MATL (B)	\$ 16.76
CST(A)	\$ 38.22
CST(A)(TV)	\$ 40.03
CST(B)	\$ 38.22
CW625(D)(TV)	\$ 1.44
CW625(E)(TV)	\$ 1.44
CW625(TV)	\$ 1.44
CW700(D)(TV)	\$ 0.61
CW700(E)(TV)	\$ 0.91
CW700(TV)	\$ 1.44
CW715(D)(TV)	\$ 0.61
CW715(E)(TV)	\$ 0.91
CW715(TV)	\$ 1.44
CW750(E)(TV)	\$ 1.01
CW750(TV)	\$ 1.55
CW875(D)(TV)	\$ 0.65
CW875(E)(TV)	\$ 1.01
CW875(TV)	\$ 1.55
CWR(<1000)	\$ 0.21

## B and C to Objection to Notice of Assumption and Assignment

CWR(300)	\$ 0.11
CWR(600)	\$ 0.27
CWR100X22(10M)	\$ 1.83
CWR100X22(E)	\$ 1.23
CWR100X24(10M)	\$ 1.83
CWR100X24(E)	\$ 1.23
CWR1200X24(16M)	\$ 6.42
CWR12X22(10M)	\$ 1.49
CWR12X22(E)	\$ 0.91
CWR12X24(10M)	\$ 1.49
CWR12X24(E)	\$ 0.91
CWR1500X24(16M)	\$ 8.57
CWR200X22(10M)	\$ 1.98
CWR200X22(E)	\$ 1.55
CWR200X24(10M)	\$ 1.98
CWR200X24(E)	\$ 1.44
CWR25X22(10M)	\$ 1.49
CWR25X22(E)	\$ 1.01
CWR25X24(10M)	\$ 1.49
CWR25X24(E)	\$ 1.01
CWR28-22H(10M)	\$ 1.01
CWR28-22H(E)	\$ 1.49
CWR300X22(10M)	\$ 2.30
CWR300X22(E)	\$ 1.77
CWR300X24(10M)	\$ 2.30
CWR300X24(E)	\$ 1.83
CWR400X22(10M)	\$ 2.41
CWR400X22(E)	\$ 1.87
CWR400X24(10M)	\$ 2.84
CWR400X24(E)	\$ 1.87
CWR50X22(10M)	\$ 1.63
CWR50X22(E)	\$ 1.13
CWR50X24(10M)	\$ 1.71
CWR50X24(E)	\$ 1.13
CWR54-22H (10M)	\$ 1.13
CWR54-22H (E)	\$ 1.49
CWR600X24(10M)	\$ 3.21
CWR600X24(16M)	\$ 3.21
CWR600X24(E)	\$ 2.68
CWR6X22(10M)	\$ 1.49
CWR6X22(E)	\$ 0.91
CWR6X24(10M)	\$ 1.49
CWR6X24(E)	\$ 0.91
CWR900X24(10M)	\$ 4.28
CWR900X24(16M)	\$ 4.28
CWR900X24(E)	\$ 3.75
CWRLASH	\$ 0.27
DC12(TV)	\$ 21.88
DC8(TV)	\$ 21.88
DINT(12)(B)	\$ 48.18
DINT(50)(B)	\$ 48.18
DLC SITE CREW (A)	\$ 204.82
DLC SITE CREW (B)	\$ 204.82
DLC SITE CREW (B)F	\$ 204.82
DLC SITE CREW (E)	\$ 204.82
DLC SITE CREW (U)	\$ 204.82
DLC SITE CREW (U)F	\$ 204.82
F1 1/2-3 TON TRUCK W/TOOLS(B)F	\$ 27.53
F1 1/2-3 TON TRUCK W/TOOLS(U)F	\$ 13.77
F1/2 TON TRUCK W/TOOLS (B)F	\$ 13.97
F3/4-1 TON TRUCK W/ TOOLS (A)F	\$ 16.52
F3/4-1 TON TRUCK W/ TOOLS (B)F	\$ 16.52

FAIR COMPRESSOR W/TOOLS(B)F	\$ 15.60
FBA4	\$ 18.62
FBACKHOE+TRUCK+TRL(B)F	\$ 54.61
FBD3SP	\$ 58.21
FBD4AMP	\$ 55.86
FBD4AOT-SP(2)	\$ 55.86
FBD4AOT-SP(4)	\$ 55.86
FBD4MP	\$ 55.86
FBD4OT-SP(2)	\$ 55.86
FBD4OT-SP(4)	\$ 55.86
FBD4OT-SP(6)	\$ 55.86
FBD4SP	\$ 37.24
FBD5AMP	\$ 60.52
FBD5AOT-SP(2)	\$ 60.52
FBD5AOT-SP(4)	\$ 60.52
FBD5AOT-SP(6)	\$ 60.52
FBD5AOT-SP(8)	\$ 60.52
FBD5ASP	\$ 60.52
FBD5MP	\$ 60.52
FBD5OT-SP(2)	\$ 60.52
FBD5OT-SP(4)	\$ 60.52
FBD5OT-SP(6)	\$ 60.52
FBD5OT-SP(8)	\$ 60.52
FBD5SP	\$ 41.90
FBD6AOT-SP(2)	\$ 69.83
FBD6AOT-SP(4)	\$ 69.83
FBD6AOT-SP(6)	\$ 69.83
FBD6AOT-SP(8)	\$ 69.83
FBD6ASP	\$ 69.83
FBD6OT-SP(2)	\$ 69.83
FBD6OT-SP(4)	\$ 69.83
FBD6OT-SP(6)	\$ 69.83
FBD6OT-SP(8)	\$ 69.83
FBD6SP	\$ 51.21
FBDSFH144(C)	\$ 186.20
FBDSFH144(H)	\$ 186.20
FBDSFH144(P)	\$ 186.20
FBDSFH144(PD)	\$ 186.20
FBDSFH216(H)	\$ 186.20
FBDSFH288(C)	\$ 186.20
FBDSFH288(H)	\$ 186.20
FBDSFH288(P)	\$ 186.20
FBDSFH288(PD)	\$ 186.20
FBDSFH360(H)	\$ 186.20
FBDSFH432(C)	\$ 186.20
FBDSFH432(H)	\$ 186.20
FBDSFH432(PH)	\$ 186.20
FBDSFH72(C)	\$ 186.20
FBDSFH72(H)	\$ 186.20
FBDSFH72(P)	\$ 186.20
FBDSFH72(PD)	\$ 186.20
FBDSFH72(PH)	\$ 186.20
FBDSM	\$ 41.90
FBFD4	\$ 1.33
FBFD4D	\$ 0.23
FBFD4I	\$ 0.70
FBFD4J	\$ 0.79
FBFD4T	\$ 3.03
FBFD4TD	\$ 0.23
FBFD6	\$ 1.33
FBFD6D	\$ 0.23
FBFD6I	\$ 0.70

FBFD6T	\$ 3.03
FBFD6TD	\$ 0.23
FBFD8I	\$ 0.70
FBFDCO	\$ 153.62
FBFDM	\$ 0.88
FBFDMD	\$ 0.23
FBFDMI	\$ 0.69
FBFDMJ	\$ 0.78
FBFDMT	\$ 2.98
FBFDMTD	\$ 0.23
FBFO12	\$ 1.33
FBFO12D	\$ 0.23
FBFO12I	\$ 0.70
FBFO12T	\$ 2.79
FBFO144	\$ 1.33
FBFO144I	\$ 0.70
FBFO144J	\$ 0.79
FBFO216I	\$ 0.70
FBFO24	\$ 1.33
FBFO24D	\$ 0.23
FBFO24I	\$ 0.70
FBFO24J	\$ 0.79
FBFO24JD	\$ 0.23
FBFO24T	\$ 2.79
FBFO24TD	\$ 0.23
FBFO288I	\$ 0.74
FBFO36	\$ 1.33
FBFO36I	\$ 0.70
FBFO48	\$ 1.33
FBFO48I	\$ 0.70
FBFO48J	\$ 0.79
FBFO48T	\$ 2.79
FBFO48TD	\$ 0.23
FBFO60	\$ 1.33
FBFO60D	\$ 0.23
FBFO60I	\$ 0.70
FBFO72	\$ 1.33
FBFO72I	\$ 0.70
FBFO96	\$ 1.33
FBFO96I	\$ 0.70
FBFO96J	\$ 0.79
FBFO96T	\$ 2.79
FBFOID(1)(1.25)	\$ 0.79
FBFOID(2)(1.25)	\$ 1.40
FBFOID(3)(1.25)	\$ 2.09
FBFOP	\$ 1.63
FBFOR144I	\$ 0.70
FBFOR216I	\$ 0.70
FBFOV(1)(1.25)	\$ 1.18
FBFOV(1)(1.25)D	\$ 0.28
FBFOV(1)(1.25)J	\$ 0.79
FBFOV(1)(1.25)T	\$ 2.79
FBFOV(1)(1.25)TD	\$ 0.28
FBFOV(1)(2)	\$ 1.28
FBFOV(1)(2)D	\$ 0.37
FBFOV(1)(2)J	\$ 0.79
FBFOV(1)(2)T	\$ 2.79
FBFOV(1)(2)TD	\$ 0.37
FBFOV(1)(3)T	\$ 3.03
FBFOV(1)(3)TD	\$ 0.47
FBFOV(2)(1.25)	\$ 1.40
FBFOV(2)(1.25)D	\$ 0.56



FBFOV(2)(1.25)J	\$ 0.88
FBFOV(2)(1.25)T	\$ 3.03
FBFOV(2)(1.25)TD	\$ 0.56
FBGDM(2)(100)	\$ 41.90
FBGDM(2)(1000)	\$ 41.90
FBGDM(2)(1500)	\$ 41.90
FBGDM(2)(200)	\$ 41.90
FBGDM(2)(500)	\$ 41.90
FBGDM(4)(100)	\$ 41.90
FBGDM(4)(1000)	\$ 41.90
FBGDM(4)(1500)	\$ 41.90
FBGDM(4)(200)	\$ 41.90
FBGDM(4)(500)	\$ 41.90
FBGDM(6)(100)	\$ 41.90
FBGDM(6)(1000)	\$ 41.90
FBGDM(6)(200)	\$ 41.90
FBGDM(6)(500)	\$ 41.90
FBGDM(8)(100)	\$ 41.90
FBGDM(8)(1000)	\$ 41.90
FBGDM(8)(200)	\$ 41.90
FBGDM(8)(500)	\$ 41.90
FBGOPT	\$ 11.17
FBHF(17X30X24)T	\$ 162.93
FBHF(24X36X24)T	\$ 232.75
FBHF(30X48X30)ST	\$ 302.58
FBHF(30X48X36)ST	\$ 358.44
FBHF(36X60X36)ST	\$ 418.95
FBHF(48X60X36)ST	\$ 558.60
FBHF(48X96X48)ST	\$ 637.74
FBM10M	\$ 1.16
FBM17	\$ 1.16
FBM2	\$ 13.50
FBM26	\$ 79.14
FBM2A	\$ 11.17
FBM52F	\$ 4.66
FBM53F	\$ 16.76
FBM53FI	\$ 32.59
FBM60(1)(1 1/4)PF	\$ 6.98
FBM60(1)(1 1/4)PF>100	\$ 7.91
FBM60(1)(2)F	\$ 8.38
FBM60(1)(2)F>100	\$ 9.31
FBM60(1)(2)PF	\$ 6.98
FBM60(1)(2)PF>100	\$ 7.91
FBM60(1)(3)PF>100	\$ 7.91
FBM60(1)(4)PF	\$ 8.38
FBM60(1)(6)PF	\$ 13.97
FBM60(2)(1 1/4)PF	\$ 7.17
FBM60(2)(1 1/4)PF>100	\$ 8.15
FBM60(2)(2)F>100	\$ 10.24
FBM60(2)(2)PF	\$ 7.91
FBM60(2)(2)PF>100	\$ 8.84
FBM60(2)(4)PF	\$ 16.76
FBM60EF	\$ 139.65
FBM61(2)F	\$ 6.47
FBM61(2)F>100	\$ 7.40
FBM61(3)F	\$ 6.47
FBM61(3)F>100	\$ 7.40
FBM61(4)F	\$ 7.22
FBM61(6)F	\$ 8.15
FBM61RF	\$ 41.90
FBM61SEBF(A)	\$ 5.82
FBM61SEBF(B)	\$ 5.82

FBM65(2)PF	\$ 0.61
FBM71F(12)	\$ 5.59
FBM71F(18)	\$ 6.05
FBM71F(24)	\$ 6.52
FBM71F(30)	\$ 6.52
FBM71F(36)	\$ 7.45
FBM71SEBF(B)	\$ 5.59
FBM72F	\$ 12.10
FBM73F	\$ 14.90
FBM77F	\$ 4.19
FBM80F	\$ 9.31
FBM80PF	\$ 9.31
FBM81F	\$ 11.17
FBM81PF	\$ 11.01
FBM82F	\$ 13.03
FBM82PF	\$ 12.85
FBM83F(A)	\$ 9.31
FBM83F(B)	\$ 9.31
FBM83PC(A)	\$ 9.31
FBM83PC(B)	\$ 9.31
FBM85ADPT	\$ 69.83
FBMCD(1.75)FB	\$ 116.38
FBMCD(1.75)FU	\$ 116.38
FBMCD(2.5)FB	\$ 139.65
FBMCD(4.75)FU	\$ 186.20
FBMFAF	\$ 9.31
FBMFD(B)F	\$ 2.79
FBMFD(U)F	\$ 2.79
FBMJT(36)F	\$ 2.79
FBMJT(48)F	\$ 3.03
FBMJTCF	\$ 0.35
FBMSBF	\$ 3.26
FBMSODF	\$ 0.27
FBMSP4F	\$ 32.59
FBUCKET TRUCK(A)F	\$ 31.65
FDROP PLOW+TRUCK+TRL(B)F	\$ 53.23
FFIBER SPLICER (A)	\$ 48.41
FFIBER SPLICER (A) OT	\$ 72.62
FFIBER SPLICER (B)	\$ 48.41
FFIBER SPLICER (B) OT	\$ 72.62
FFIBER SPLICER (U)	\$ 48.41
FFIBER SPLICER (U) OT	\$ 72.62
FFIBER SPLICER TRUCK (A)	\$ 25.14
FFIBER SPLICER TRUCK (B)	\$ 25.14
FFIBER SPLICER TRUCK (U)	\$ 25.14
FHAPO (EXP)	\$ 42.83
FHAPO(24)	\$ 151.80
FHBFD	\$ 153.62
FHBFO (EXP)	\$ 42.83
FHBFO(12)	\$ 139.65
FHBFO(144)	\$ 158.27
FHBFO(168)	\$ 162.93
FHBFO(216)	\$ 181.55
FHBFO(24)	\$ 139.65
FHBFO(240)	\$ 190.86
FHBFO(288)	\$ 214.13
FHBFO(36)	\$ 139.65
FHBFO(48)	\$ 139.65
FHBFO(60)	\$ 144.31
FHBFO(72)	\$ 148.96
FHBFO(96)	\$ 153.62
FHBFO(EXP)	\$ 42.83

FHBFO(GRDK)	\$ 10.71
FHBFOBOLT(2)	\$ 9.31
FHBFOBOLT(3)	\$ 9.31
FHBFOPORT(4)	\$ 13.97
FHBFOST	\$ 23.28
FHBFOSTR	\$ 23.28
FHO1(A)	\$ 41.16
FHO1(B)	\$ 41.16
FHO1(U)	\$ 41.16
FHO1+(B)	\$ 41.16
FHO1R(A)12	\$ 148.96
FHO1R(B)12	\$ 139.65
FHO2(B)	\$ 41.90
FHOMW(A)	\$ 13.52
FHOMW(B)	\$ 13.52
FHOMW(U)	\$ 13.52
FHORT	\$ 3.75
FHOT	\$ 22.34
FHOT+	\$ 11.17
FHUO(12)	\$ 230.89
FHUO(144)	\$ 269.06
FHUO(216)	\$ 297.92
FHUO(24)	\$ 236.47
FHUO(36)	\$ 242.06
FHUO(48)	\$ 247.65
FHUO(60)	\$ 253.23
FHUO(72)	\$ 259.75
FHUO(96)	\$ 264.40
FHUO(EXP)	\$ 42.83
FHUO(GRDK)	\$ 10.71
FHUOBOLT(2)	\$ 9.31
FHUOD	\$ 230.89
FHUOST	\$ 23.28
FIBER SPICER (A)	\$ 48.31
FIBER SPICER (A) OT	\$ 71.75
FIBER SPICER (A)(TV)	\$ 42.83
FIBER SPICER (B)	\$ 48.31
FIBER SPICER (B) OT	\$ 71.75
FIBER SPICER (B)(TV)	\$ 42.83
FIBER SPICER (U)	\$ 48.31
FIBER SPICER (U) OT	\$ 71.75
FIBER SPICER (U)(TV)	\$ 42.83
FIBER SPICER TRUCK (A)	\$ 32.99
FIBER SPICER TRUCK (B)	\$ 32.99
FIBER SPICER TRUCK (U)	\$ 32.99
FIBER SPICER TRUCK(A)(TV)	\$ 42.83
FIBER SPICER TRUCK(B)(TV)	\$ 42.83
FIBER SPICER TRUCK(U)(TV)	\$ 42.83
FJETVAC(B)F	\$ 28.86
FLABORER (A)F	\$ 30.72
FLABORER (A)F OT	\$ 46.08
FLABORER (B)F	\$ 30.72
FLABORER (B)F OT	\$ 46.08
FLABORER (U)F	\$ 30.72
FLABORER (U)F OT	\$ 46.08
FLINE/DIGGER TRUCK W/TOOLS(A)	\$ 55.07
FLINE/DIGGER TRUCK W/TOOLS(B)	\$ 55.07
FMANHOLE PACKAGE(U)F	\$ 13.97
FOFOREMAN (A)F	\$ 42.83
FOFOREMAN (A)F OT	\$ 64.24
FOFOREMAN (B)F	\$ 42.83
FOFOREMAN (B)F OT	\$ 64.24

FONT(MDU)(B)	\$ 246.72
FONT(SDU)(B)	\$ 181.55
FONTSC(B)	\$ 19.55
FOPERATOR (B)F	\$ 37.24
FOPERATOR (B)F OT	\$ 55.86
FOREMAN (A)	\$ 44.63
FOREMAN (A) OT	\$ 66.94
FOREMAN (A)(F)(OT)(TV)	\$ 64.24
FOREMAN (A)(F)(TV)	\$ 42.83
FOREMAN (A)(OT)(TV)	\$ 64.24
FOREMAN (A)(TV)	\$ 42.83
FOREMAN (A)F	\$ 44.63
FOREMAN (A)F OT	\$ 66.94
FOREMAN (B)	\$ 44.63
FOREMAN (B) OT	\$ 66.94
FOREMAN (B)(F)(OT)(TV)	\$ 64.24
FOREMAN (B)(TV)	\$ 42.83
FOREMAN (B)F	\$ 44.63
FOREMAN (B)F OT	\$ 66.94
FOREMAN (JO)	\$ 44.63
FOREMAN (JO) OT	\$ 66.94
FOREMAN (P)	\$ 44.63
FOREMAN (P) OT	\$ 66.94
FOREMAN (U)	\$ 44.63
FOREMAN (U) OT	\$ 66.94
FOREMAN (U)F	\$ 44.63
FOREMAN (U)F OT	\$ 66.94
FPM92	\$ 46.55
FPMSGF	\$ 11.17
FPUMP, WATER(U)F	\$ 11.24
FSEBF(A)	\$ 0.70
FSEBF(B)	\$ 1.26
FSEBFCA(A)	\$ 41.90
FSEBFCA(B)	\$ 41.90
FSEBFCA(B)	\$ 0.28
FSEBFCA(100)(B)	\$ 41.90
FSEBFCA(150)(A)	\$ 41.90
FSEBFCA(150)(B)	\$ 41.90
FSEBFCA(200)(B)	\$ 41.90
FSEBFCA(250)(B)	\$ 41.90
FSEBFCA(300)(B)	\$ 41.90
FSEBFCA(400)(A)	\$ 65.00
FSEBFCA(400)(B)	\$ 65.00
FSEBFCA(500)(A)	\$ 65.00
FSEBFCA(500)(B)	\$ 65.00
FSEBFCA(75)(B)	\$ 41.90
FSEBFPL(A)	\$ 1.31
FSEBFPL(B)	\$ 1.31
FSEBFPLD(A)	\$ 0.28
FSEBFPLD(B)	\$ 0.28
FSEBFPLJ(A)	\$ 0.23
FSEBFPLJ(B)	\$ 0.23
FSEUD-1	\$ 1.16
FSEUD-1J	\$ 0.65
FSEUD-1PP	\$ 8.38
FTRAILER, CABLE(B)F	\$ 13.77
FUMC2C	\$ 41.90
FUO12	\$ 0.79
FUO144	\$ 0.79
FUO216	\$ 0.79
FUO24	\$ 0.79
FUO288	\$ 0.88

FUO36	\$ 0.79
FUO48	\$ 0.79
FUO60	\$ 0.79
FUO96	\$ 0.79
FUOML	\$ 32.59
FWBDF	\$ 60.52
FWBFO	\$ 69.83
FWBHF	\$ 116.38
FWBM27E(36)F	\$ 6.98
FWBM27F	\$ 4.19
FWBM80F	\$ 20.48
FWBM83F	\$ 11.17
FWC1F	\$ 37.24
FWCWF	\$ 0.74
FWEC1F	\$ 0.70
FWFMP	\$ 60.52
FWHAPO	\$ 228.10
FWHBFO	\$ 209.48
FWHO1(A)	\$ 45.62
FWHO1(B)	\$ 40.96
FWHO4(A)	\$ 13.03
FWHO4(B)	\$ 11.17
FWHUO	\$ 252.39
FWONT(B)	\$ 79.14
FWPM2AF	\$ 23.28
FWPM4	\$ 46.55
FWPM92	\$ 60.52
FWSEBF	\$ 79.14
FXXBDF	\$ 16.76
FXXBDSFH	\$ 116.38
FXXBFO	\$ 0.61
FXXBHF(B)	\$ 116.38
FXXBM53F	\$ 7.45
FXXBM80(B)F	\$ 4.66
FXXCO	\$ 0.41
FXXFMPBGDM	\$ 93.10
FXXHBFO	\$ 74.48
FXXPMSGF	\$ 1.40
FXXSTRAND	\$ 0.33
FXXUF	\$ 0.33
FXZBDSFH	\$ 41.90
FXZBDSM	\$ 23.28
FXZBGDM	\$ 41.90
GROUND BLOCK(A)(TV)	\$ 17.22
GROUND BLOCK(B)(TV)	\$ 17.22
HAP(12.5X28)	\$ 37.47
HAP(12.5X38)	\$ 42.83
HAP(12.5X38)V	\$ 214.13
HAP(12X36)3M	\$ 201.25
HAP(6.5x 28)	\$ 26.77
HAP(6.5x38)	\$ 32.12
HAP(9.5x 28)	\$ 32.12
HAP(9.5x38)	\$ 187.36
HAP(9.5X38)V	\$ 37.47
HAP2S(12.5)	\$ 37.47
HAP2S(6.5)	\$ 26.77
HAP2S(9.5)	\$ 32.12
HAP3S(12.5)	\$ 42.83
HAP3S(6.5)	\$ 32.12
HAP3S(9.5)	\$ 37.47
HAPD(12)3M	\$ 37.47
HAPD(7)3M	\$ 26.77

HAPD(9.5)3M	\$ 32.12
HAPO (12)	\$ 145.83
HAPO (144)	\$ 183.30
HAPO (24)	\$ 151.80
HAPO (288)	\$ 212.00
HAPO (36)	\$ 156.54
HAPO (48)	\$ 161.89
HAPO (60)	\$ 167.24
HAPO (72)	\$ 172.60
HAPO (96)	\$ 177.95
HAPO (96)V	\$ 177.95
HAPO (EXP)	\$ 42.83
HAPO(12)3M	\$ 133.83
HAPO(12)3M(TV)	\$ 133.83
HAPO(144)3M	\$ 171.30
HAPO(144)V3M	\$ 171.30
HAPO(216)3M(TV)	\$ 186.20
HAPO(24)(TV)	\$ 151.18
HAPO(24)3M	\$ 139.18
HAPO(24)3M(TV)	\$ 139.18
HAPO(24)V3M	\$ 139.18
HAPO(288)3M(TV)	\$ 193.65
HAPO(36)3M	\$ 144.54
HAPO(36)3M(TV)	\$ 144.54
HAPO(48)3M	\$ 149.89
HAPO(48)3M(TV)	\$ 149.89
HAPO(48)V3M	\$ 14.99
HAPO(60)3M	\$ 155.24
HAPO(72)3M	\$ 160.60
HAPO(72)V3M	\$ 160.60
HAPO(96)3M	\$ 165.95
HAPO(96)3M(TV)	\$ 165.95
HAPO(96)V3M	\$ 165.95
HAPO(EXP)3M	\$ 42.83
HAPO(EXP)3M(TV)	\$ 41.90
HAPO(EXP)V3M	\$ 42.83
HAPO(GRDK)3M	\$ 10.71
HAPO(GRDK)V3M	\$ 10.71
HAPOBOLT(2)TV	\$ 8.00
HAPOBOLT(3)(TV)	\$ 7.45
HAPR(6.5X28)	\$ 160.60
HAPR(6.5X38)	\$ 160.60
HAPR(9.5X38)	\$ 187.36
HAPS(7)3M	\$ 26.77
HAPS(9.5)3M	\$ 32.12
HAPT(12)3M	\$ 42.83
HAPT(7)3M	\$ 32.12
HAPT(9.5)3M	\$ 37.47
HAS(3X33)	\$ 71.79
HAS(5X33)	\$ 80.30
HAS(7X33)	\$ 85.65
HAS(9X36)	\$ 91.01
HAST(3)(10)	\$ 71.79
HAST(3)(25)	\$ 80.30
HAST(5)(10)	\$ 81.37
HAST(5)(25)	\$ 87.79
HBf(100)	\$ 87.79
HBf(12)	\$ 53.53
HBf(2)	\$ 40.68
HBf(200)	\$ 100.64
HBf(25)	\$ 67.45
HBf(3)	\$ 42.83

HBF(300)	\$ 117.77
HBF(400)	\$ 125.27
HBF(50)	\$ 71.73
HBF(6)	\$ 47.11
HBF(TV)	\$ 26.00
HBFH(100)	\$ 85.65
HBFH(12)	\$ 64.24
HBFH(1200)	\$ 208.78
HBFH(1500)	\$ 239.83
HBFH(200)	\$ 103.85
HBFH(25)	\$ 72.80
HBFH(300)	\$ 115.63
HBFH(400)	\$ 128.48
HBFH(50)	\$ 80.30
HBFH(600)	\$ 147.75
HBFH(900)	\$ 171.30
HBFO (12)	\$ 152.88
HBFO (12)V	\$ 152.88
HBFO (144)	\$ 192.32
HBFO (192)	\$ 190.75
HBFO (216)	\$ 198.20
HBFO (24)	\$ 158.51
HBFO (24)V	\$ 158.51
HBFO (288)	\$ 228.00
HBFO (36)	\$ 164.15
HBFO (48)	\$ 169.78
HBFO (60)	\$ 175.42
HBFO (72)	\$ 181.05
HBFO (96)	\$ 186.69
HBFO (96)V	\$ 186.69
HBFO (EXP)	\$ 42.83
HBFO(12)3M	\$ 140.88
HBFO(12)V	\$ 152.88
HBFO(12)V3M	\$ 140.88
HBFO(12)V3M(TV)	\$ 133.83
HBFO(144)3M	\$ 180.32
HBFO(144)V	\$ 192.32
HBFO(144)V3M	\$ 180.32
HBFO(144)V3M(TV)	\$ 171.30
HBFO(192)V3M(TV)	\$ 178.75
HBFO(216)3M(TV)	\$ 186.20
HBFO(216)V3M(TV)	\$ 186.20
HBFO(24)(TV)	\$ 151.18
HBFO(24)3M	\$ 146.51
HBFO(24)3M(TV)	\$ 139.18
HBFO(24)V	\$ 158.51
HBFO(24)V3M	\$ 146.51
HBFO(24)V3M(TV)	\$ 139.18
HBFO(264)V(TV)	\$ 204.00
HBFO(288)3M(TV)	\$ 193.65
HBFO(288)V3M(TV)	\$ 193.65
HBFO(36)3M	\$ 152.15
HBFO(36)V	\$ 164.15
HBFO(36)V3M	\$ 152.15
HBFO(36)V3M(TV)	\$ 144.54
HBFO(48)3M	\$ 157.78
HBFO(48)V	\$ 169.78
HBFO(48)V3M	\$ 157.78
HBFO(48)V3M(TV)	\$ 149.89
HBFO(60)3M	\$ 163.42
HBFO(60)V	\$ 163.42
HBFO(72)3M	\$ 169.05

HBFO(72)V	\$ 181.05
HBFO(72)V3M	\$ 169.05
HBFO(72)V3M(TV)	\$ 160.60
HBFO(96)3M	\$ 174.69
HBFO(96)3M(TV)	\$ 165.95
HBFO(96)V	\$ 186.69
HBFO(96)V3M	\$ 174.69
HBFO(96)V3M(TV)	\$ 165.95
HBFO(EXP)3M	\$ 42.83
HBFO(EXP)3M(TV)	\$ 41.90
HBFO(EXP)V3M	\$ 42.83
HBFO(GRDK)3M	\$ 10.71
HBFO(GRDK)3M(TV)	\$ 10.71
HBFO(GRDK)V3M	\$ 10.71
HBFOBOLT(2)TV	\$ 7.45
HBFOBOLT(3)(TV)	\$ 7.45
HBP(12.5X38)V	\$ 160.60
HBP(12X36)V3M	\$ 7.45
HBP(9.5X38)V	\$ 133.83
HBP(7)V3M	\$ 32.12
HBP(9.5)V3M	\$ 37.47
HBPT(12)V3M	\$ 48.18
HBPT(7)V3M	\$ 37.47
HBPT(9.5)V3M	\$ 42.83
HC1(A)	\$ 3.77
HC1(B)	\$ 3.77
HC1(U)	\$ 3.77
HC1AMP(A)	\$ 3.33
HC1AMP(B)	\$ 3.33
HC1AMP(U)	\$ 3.33
HC1AMP+(A)	\$ 3.12
HC1AMP+(B)	\$ 3.12
HC1AMP+(U)	\$ 3.24
HC2(A)	\$ 4.66
HC2(B)	\$ 4.66
HC2(U)	\$ 4.66
HC3(A)	\$ 3.40
HC3(B)	\$ 3.40
HC3(U)	\$ 3.40
HC3-5 (A)	\$ 2.91
HC3-5 (B)	\$ 2.91
HC3-5 (U)	\$ 2.91
HC4(A)	\$ 4.01
HC4(B)	\$ 4.01
HC4(U)	\$ 4.07
HC500(TV)	\$ 25.00
HC625(TV)	\$ 25.00
HC700(TV)	\$ 25.00
HC750(TV)	\$ 25.00
HC875(TV)	\$ 25.00
HCMW (A)	\$ 2.94
HCMW(B)	\$ 2.94
HCMW(CREW)(TV)	\$ 325.85
HCMW(U)	\$ 2.94
HCRG6(HBF SEB)(TV)	\$ 12.10
HCRG6(TV)	\$ 6.98
HCT (A)	\$ 5.72
HCT (B)	\$ 5.72
HCT (U)	\$ 6.96
HCTP(A)	\$ 3.54
HCTP(B)	\$ 3.54
HCTP(U)	\$ 3.80



HCTP+(A)	\$ 3.43
HCTP+(B)	\$ 3.43
HCTP+(U)	\$ 3.75
HCTR(A)	\$ 144.85
HCTR(B)	\$ 144.85
HCTR(U)	\$ 144.85
HCTRHDSL2(A)	\$ 176.58
HCTRHDSL2(B)	\$ 126.13
HCTRHDSL2(U)	\$ 214.13
HCTRHDSL4(A)	\$ 204.95
HCTRHDSL4(B)	\$ 155.77
HCTRHDSL4(U)	\$ 240.90
HCTRPOTS(A)	\$ 88.29
HCTRPOTS(B)	\$ 63.06
HCTRPOTS(U)	\$ 144.54
HCTRT1AMI(A)	\$ 214.13
HCTRT1AMI(B)	\$ 182.88
HCTRT1AMI(U)	\$ 267.66
HCV(A)	\$ 7.25
HCV(B)	\$ 7.25
HDSL4CARD	\$ 22.48
HO1(A)	\$ 43.12
HO1(B)	\$ 43.12
HO1(TV)	\$ 38.17
HO1(U)	\$ 43.12
HO2(B)	\$ 55.67
HOMW(A)	\$ 13.52
HOMW(B)	\$ 13.52
HOMW(TV)	\$ 9.31
HOMW(U)	\$ 13.52
HORT(A)	\$ 3.75
HORT(B)	\$ 3.75
HORT(U)	\$ 3.75
HSG TO HSG(TV)	\$ 9.78
HUENCAP	\$ 26.77
HUO (12)	\$ 252.90
HUO (144)	\$ 290.37
HUO (144)V	\$ 263.60
HUO (216)	\$ 305.00
HUO (24)	\$ 258.25
HUO (48)	\$ 268.96
HUO (72)	\$ 279.66
HUO (96)	\$ 285.02
HUO (EXP)	\$ 133.83
HUO(12)3M	\$ 240.90
HUO(12)V	\$ 214.13
HUO(144)3M	\$ 278.37
HUO(144)V	\$ 263.60
HUO(144)V3M	\$ 251.60
HUO(168)(TV)	\$ 267.00
HUO(168)V(TV)	\$ 267.00
HUO(192)V(TV)	\$ 269.00
HUO(24)3M	\$ 246.25
HUO(24)V	\$ 231.48
HUO(24)V3M	\$ 219.48
HUO(240)V(TV)	\$ 272.00
HUO(264)V(TV)	\$ 274.00
HUO(36)3M	\$ 251.60
HUO(36)V	\$ 224.84
HUO(432)3M(TV)	\$ 423.61
HUO(48)3M	\$ 256.96
HUO(48)V	\$ 242.19

HUO(48)V3M	\$ 230.19
HUO(60)3M	\$ 262.31
HUO(60)V	\$ 247.54
HUO(60)V(TV)	\$ 252.00
HUO(60)V3M	\$ 235.54
HUO(72)3M	\$ 267.66
HUO(72)V	\$ 252.90
HUO(72)V3M	\$ 240.90
HUO(96)3M	\$ 273.02
HUO(96)V	\$ 258.25
HUO(96)V3M	\$ 246.25
HUO(EXP)3M	\$ 133.83
HUO(EXP)V3M	\$ 144.54
HUO(GRDK)3M	\$ 16.06
HUO(GRDK)V3M	\$ 16.06
HUP(12.5X28)	\$ 267.66
HUP(12.5X38)	\$ 267.66
HUP(12.5X45)V	\$ 48.18
HUP(12X27.5)3M	\$ 287.50
HUP(12X36)3M	\$ 287.50
HUP(12X36)V3M	\$ 51.75
HUP(6.5x 28)	\$ 214.13
HUP(6.5x38)	\$ 214.13
HUP(9.5x 28)	\$ 240.90
HUP(9.5X27.5)3M	\$ 240.90
HUP(9.5x38)	\$ 42.83
HUP(9.5X38)V	\$ 42.83
HUP2S(12.5)	\$ 42.83
HUP2S(4)	\$ 26.77
HUP2S(6.5)	\$ 32.12
HUP2S(9.5)	\$ 37.47
HUP2S(9.5)V	\$ 48.18
HUP3S(12.5)	\$ 42.83
HUP3S(6.5)	\$ 32.12
HUP3S(9.5)	\$ 37.47
HUPD(12)3M	\$ 42.83
HUPD(12)V3M	\$ 53.53
HUPD(7)3M	\$ 32.12
HUPD(9.5)3M	\$ 37.47
HUPS(7)3M	\$ 26.77
HUPS(9.5)3M	\$ 32.12
HUPT(12)3M	\$ 48.18
HUPT(12)V3M	\$ 58.89
HUPT(9.5)3M	\$ 42.83
HUPT(9.5)V3M	\$ 53.53
HVP	\$ 126.13
HVPJO	\$ 126.13
JETVAC(A)	\$ 28.86
JETVAC(B)	\$ 28.86
JETVAC(B)F	\$ 28.86
JETVAC(P)	\$ 28.86
JETVAC(U)	\$ 28.86
JETVAC(U)F	\$ 28.86
LABORER (A)	\$ 30.72
LABORER (A) OT	\$ 46.08
LABORER (A)(F)(OT)(TV)	\$ 46.08
LABORER (A)(F)(TV)	\$ 30.72
LABORER (A)(OT)(TV)	\$ 46.08
LABORER (A)(TV)	\$ 30.72
LABORER (A)F	\$ 32.02
LABORER (A)F OT	\$ 46.08
LABORER (B)	\$ 32.02

LABORER (B) OT	\$ 46.08
LABORER (B)(F)(OT)(TV)	\$ 46.08
LABORER (B)(F)(TV)	\$ 30.72
LABORER (B)(OT)(TV)	\$ 49.50
LABORER (B)(TV)	\$ 30.72
LABORER (B)F	\$ 32.02
LABORER (B)F OT	\$ 46.08
LABORER (JO)	\$ 32.02
LABORER (JO) OT	\$ 46.08
LABORER (JO)(OT)(TV)	\$ 30.72
LABORER (P)	\$ 32.02
LABORER (P) OT	\$ 46.08
LABORER (P)(OT)(TV)	\$ 30.72
LABORER (U)	\$ 32.02
LABORER (U) OT	\$ 46.08
LABORER (U)F	\$ 32.02
LABORER (U)F OT	\$ 46.08
LINE EQ(A)(TV)	\$ 17.22
LINE EXTENDER(A)(TV)	\$ 46.55
LINE EXTENDER(B)(TV)	\$ 46.55
LINE/DGGR TRCK W/TOOLS(A)(TV)	\$ 56.57
LINE/DGGR TRCK W/TOOLS(A)F(TV)	\$ 56.57
LINE/DGGR TRCK W/TOOLS(B)(TV)	\$ 56.57
LINE/DGGR TRCK W/TOOLS(JO)(TV)	\$ 56.57
LINE/DGGR TRCK W/TOOLS(P)(TV)	\$ 56.57
LINE/DGGR TRCK W/TOOLS(U)F(TV)	\$ 56.57
LINE/DIGGER TRUCK W/TOOLS (A)	\$ 56.57
LINE/DIGGER TRUCK W/TOOLS (A)F	\$ 56.57
LINE/DIGGER TRUCK W/TOOLS (B)	\$ 56.57
LINE/DIGGER TRUCK W/TOOLS (B)F	\$ 56.57
LINE/DIGGER TRUCK W/TOOLS (JO)	\$ 56.57
LINE/DIGGER TRUCK W/TOOLS (P)	\$ 56.57
LINE/DIGGER TRUCK W/TOOLS (U)	\$ 56.57
LINE/DIGGER TRUCK W/TOOLS (U)F	\$ 56.57
LINEMAN (A)	\$ 38.81
LINEMAN (A) OT	\$ 58.21
LINEMAN (A)(F)(OT)(TV)	\$ 55.86
LINEMAN (A)(F)(TV)	\$ 37.24
LINEMAN (A)(OT)(TV)	\$ 55.86
LINEMAN (A)(TV)	\$ 37.24
LINEMAN (A)F	\$ 38.81
LINEMAN (A)F OT	\$ 58.21
LINEMAN (B)	\$ 38.81
LINEMAN (B) OT	\$ 58.21
LINEMAN (B)(TV)	\$ 37.24
LINEMAN (B)F	\$ 38.81
LINEMAN (B)F OT	\$ 58.21
LINEMAN (JO)	\$ 38.81
LINEMAN (JO) OT	\$ 58.21
LINEMAN (JO)(TV)	\$ 37.24
LINEMAN (P)	\$ 38.81
LINEMAN (P) OT	\$ 58.21
LINEMAN (U)	\$ 38.81
LINEMAN (U) OT	\$ 58.21
LINEMAN (U)F	\$ 38.81
LINEMAN (U)F OT	\$ 58.21
LS 2 WAY(TV)	\$ 19.97
LS 3 WAY BAL(TV)	\$ 21.88
LS 3 WAY UNBAL(TV)	\$ 21.88
LT(500)(TV)	\$ 20.95
LT(625)(TV)	\$ 20.95
LT(700)(TV)	\$ 20.95

LT(715)(TV)	\$ 20.95
LT(750)(TV)	\$ 23.28
LT(875)(TV)	\$ 23.28
MANHOLE PACKAGE (U)	\$ 13.77
MANHOLE PACKAGE (U)(F)(TV)	\$ 13.97
MANHOLE PACKAGE (U)(TV)	\$ 13.97
MANHOLE PACKAGE (U)F	\$ 13.77
NID(1)3G(A)	\$ 41.49
NID(1)3G(B)	\$ 41.49
NID(1)7G(A)	\$ 42.83
NID(1)7G(B)	\$ 42.83
NID(12)3G(A)	\$ 58.57
NID(12)3G(B)	\$ 58.57
NID(2)3G(A)	\$ 42.83
NID(2)3G(B)	\$ 42.83
NID(2)7G(A)	\$ 43.90
NID(2)7G(B)	\$ 43.90
NID(3)3G(A)	\$ 42.83
NID(3)3G(B)	\$ 42.83
NID(3)3GHR(B)	\$ 52.15
NID(3)7G(A)	\$ 44.97
NID(3)7G(B)	\$ 44.97
NID(4)3G(A)	\$ 43.90
NID(4)3G(B)	\$ 43.90
NID(4)3GHR(A)	\$ 45.77
NID(4)7G(B)	\$ 45.77
NID(5)3G(B)	\$ 44.97
NID(6)3G(A)	\$ 47.11
NID(6)3G(B)	\$ 47.11
NID(6)3GHR(B)	\$ 55.60
NID(6)7G(A)	\$ 47.65
NID(6)7G(B)	\$ 47.65
NID-MOD(A)	\$ 5.35
NID-MOD(B)	\$ 5.35
NID-MOD2/4/6(A)	\$ 5.35
NID-MOD2/4/6(B)	\$ 10.71
NID-MOD3/5(A)	\$ 10.71
NID-MOD3/5(B)	\$ 10.71
NID-MOD-DSL(B)	\$ 5.35
NODE STATION(A)(TV)	\$ 69.83
NODE STATION(B)(TV)	\$ 79.14
OPERATOR (A)	\$ 38.81
OPERATOR (A) OT	\$ 58.21
OPERATOR (A)(F)(OT)(TV)	\$ 55.86
OPERATOR (A)(F)(TV)	\$ 37.24
OPERATOR (A)(OT)(TV)	\$ 60.00
OPERATOR (A)(TV)	\$ 37.24
OPERATOR (A)F	\$ 38.81
OPERATOR (A)F OT	\$ 58.21
OPERATOR (B)	\$ 38.81
OPERATOR (B) OT	\$ 58.21
OPERATOR (B)(F)(OT)(TV)	\$ 55.86
OPERATOR (B)(TV)	\$ 37.24
OPERATOR (B)F	\$ 38.81
OPERATOR (B)F OT	\$ 58.21
OPERATOR (P)	\$ 38.81
OPERATOR (P) OT	\$ 58.21
OPERATOR (U)	\$ 38.81
OPERATOR (U) OT	\$ 58.21
OPERATOR (U)F	\$ 38.81
OPERATOR (U)F OT	\$ 58.21
P1-3G100(I)(A)	\$ 85.12

P1-3G100(I)(B)	\$ 85.12
P1-3G100(I)(U)	\$ 85.12
P1-3G100(O)(A)	\$ 93.63
P1-3G100(O)(B)	\$ 93.63
P1-3G100(O)(U)	\$ 93.63
P1-3G12(I)(A)	\$ 58.89
P1-3G12(I)(B)	\$ 58.89
P1-3G12(I)(U)	\$ 58.89
P1-3G12(O)(A)	\$ 63.87
P1-3G12(O)(B)	\$ 63.87
P1-3G12(O)(U)	\$ 63.87
P1-3G25(I)(A)	\$ 64.24
P1-3G25(I)(B)	\$ 64.24
P1-3G25(I)(U)	\$ 64.24
P1-3G25(O)(A)	\$ 71.20
P1-3G25(O)(B)	\$ 71.20
P1-3G25(O)(U)	\$ 71.20
P1-3G50(I)(A)	\$ 75.96
P1-3G50(I)(B)	\$ 75.96
P1-3G50(I)(U)	\$ 75.96
P1-3G50(O)(A)	\$ 79.17
P1-3G50(O)(B)	\$ 79.17
P1-3G50(O)(U)	\$ 79.17
P1-MOD(A)	\$ 0.54
P1-MOD(B)	\$ 0.54
P1-MOD(U)	\$ 0.54
PC25B	\$ 5.35
PC25G	\$ 5.35
PC25S	\$ 26.77
PC50B	\$ 16.06
PC50G	\$ 16.06
PE1-2(TV)	\$ 27.76
PE1-2G(TV)	\$ 35.70
PE1-2GC(TV)	\$ 35.70
PE1-3	\$ 37.47
PE1-3(JO)	\$ 37.47
PE1-3G	\$ 50.21
PE1-3G(JO)	\$ 50.21
PE1-3GC	\$ 48.18
PE1-4	\$ 37.47
PE1-4(JO)	\$ 37.47
PE1-4G	\$ 50.21
PE1-4GC	\$ 50.21
PE2-2(TV)	\$ 27.76
PE2-2G(TV)	\$ 35.70
PE2-3	\$ 37.47
PE2-3(JO)	\$ 37.47
PE2-3G	\$ 37.47
PE2-3G(JO)	\$ 37.47
PE2-3GC	\$ 37.47
PE2-4	\$ 37.47
PE2-4(JO)	\$ 37.47
PE2-4G	\$ 37.47
PE2-4G(JO)	\$ 37.47
PE2-4GC	\$ 37.47
PF1-5A	\$ 50.21
PF1-5A(JO)	\$ 50.21
PF1-5A(TV)	\$ 35.70
PF1-7A	\$ 50.21
PF1-7A(JO)	\$ 50.21
PF3-5A	\$ 50.21
PF3-5A(JO)	\$ 50.21

PF3-5A(TV)	\$ 35.70
PF5-3A	\$ 91.01
PF5-3A(JO)	\$ 91.01
PF7-1	\$ 5.35
PF7-1(JO)	\$ 5.35
PF7-1(TV)	\$ 5.35
PG18-10	\$ 32.12
PG18-10L	\$ 34.50
PG18-2	\$ 16.06
PG18-25	\$ 37.47
PG18-25L	\$ 40.25
PG18-6	\$ 16.06
PG31-100S	\$ 26.77
PG31-200(S)	\$ 31.66
PG31-25S	\$ 16.06
PG31-50S	\$ 16.06
PG34-100S	\$ 32.12
PG34-200S	\$ 37.47
PG34-25S	\$ 21.41
PG34-300S	\$ 64.24
PG34-50S	\$ 21.41
PG34-600S	\$ 85.65
PG35-1S	\$ 5.35
PG35-1S(E)	\$ 5.35
PGM35-1(S)	\$ 5.35
PGM35-1(S)(E)	\$ 5.35
PGM35-2(S)	\$ 5.89
PI FUSED(TV)	\$ 21.88
PI UNFUSED(TV)	\$ 21.88
PIN TO F(PB)(TV)	\$ 9.78
PIN TO F(TV)	\$ 9.78
PLOW CABLE TRUCK TRAILER (B)	\$ 70.00
PLOW CABLE TRUCK TRAILER (B)F	\$ 70.67
PLOW DROP TRUCK TRAILER (B)	\$ 53.23
PM1	\$ 16.74
PM1(JO)	\$ 16.74
PM1(TV)	\$ 13.03
PM100X24	\$ 21.41
PM11	\$ 13.22
PM11(JO)	\$ 13.22
PM11(TV)	\$ 11.17
PM12(5)	\$ 48.18
PM12(5)(JO)	\$ 48.18
PM14	\$ 133.83
PM14(JO)	\$ 133.83
PM2	\$ 32.12
PM2(JO)	\$ 32.12
PM2(TV)	\$ 23.28
PM200X24	\$ 26.77
PM21C	\$ 150.96
PM21CG	\$ 162.74
PM21F	\$ 297.92
PM21F(12)200	\$ 575.00
PM21F(12)400	\$ 777.00
PM21F(144)130	\$ 297.92
PM21F(144)160	\$ 297.92
PM21F(24)130	\$ 297.92
PM21F(24)160	\$ 297.92
PM21F(48)130	\$ 297.92
PM21F(48)160	\$ 297.92
PM21F(96)130	\$ 297.92
PM21F(96)160	\$ 297.92

PM21F(TV)	\$ 162.93
PM25X24	\$ 5.35
PM2A	\$ 16.74
PM2A(TV)	\$ 13.97
PM2AC	\$ 16.74
PM2ACF	\$ 15.83
PM2AF	\$ 16.06
PM2C	\$ 20.34
PM2C(TV)	\$ 14.90
PM2CF	\$ 20.34
PM300X24	\$ 26.77
PM4	\$ 48.18
PM400X24	\$ 26.77
PM4A	\$ 48.18
PM4AF	\$ 47.50
PM4F	\$ 47.50
PM5	\$ 15.83
PM5 (JO)	\$ 16.74
PM50X24	\$ 10.71
PM52	\$ 11.16
PM52(A)	\$ 11.16
PM52(JO)	\$ 11.16
PM52(TV)	\$ 7.45
PM54(A)	\$ 12.00
PM6	\$ 75.49
PM6(JO)	\$ 75.49
PM600X24	\$ 26.77
PM6M	\$ 91.01
PM7M	\$ 133.83
PM900X24	\$ 37.47
PM92	\$ 31.24
PM92(TV)	\$ 23.28
PM92ADSS	\$ 31.24
PMF100X24	\$ 21.41
PMF200X24	\$ 26.77
PMF25X24	\$ 5.35
PMF300X24	\$ 26.77
PMF400X24	\$ 26.77
PMF50X24	\$ 10.71
PMF600X24	\$ 26.77
PMF900X24	\$ 37.47
PMSG	\$ 3.21
PMSG-F	\$ 3.21
PMSTRAND	\$ 0.85
PMSTRAND(F)	\$ 0.85
POLE ROCK ADDER	\$ 181.55
POLE ROCK ADDER (JO)	\$ 181.55
PORTABLE GEN 6 KW (A)(TV)	\$ 13.97
PORTABLE GEN 6 KW (A)F(TV)	\$ 13.97
PORTABLE GEN 6 KW (B)(TV)	\$ 13.97
PORTABLE GEN 6 KW (B)F(TV)	\$ 13.97
PORTABLE GENERATOR 6 KW (A)	\$ 13.77
PORTABLE GENERATOR 6 KW (A)F	\$ 13.77
PORTABLE GENERATOR 6 KW (B)	\$ 13.77
PORTABLE GENERATOR 6 KW (B)F	\$ 13.77
PORTABLE GENERATOR 6 KW (E)	\$ 13.77
POWER SUPPLY(A)(TV)	\$ 79.14
POWER SUPPLY(B)(TV)	\$ 69.83
POWER ZONE ADDER	\$ 82.00
PT(TV)	\$ 46.55
PUMP, WATER (B)	\$ 11.40
PUMP, WATER (B)F	\$ 11.40

PUMP, WATER (U)	\$ 11.40
PUMP, WATER (U)F	\$ 11.40
R1-5(A)	\$ 3.07
R1-5(A)F	\$ 3.07
R1-5(B)	\$ 3.07
R1-5(B)F	\$ 3.07
R1-5(TV)	\$ 3.72
R2-5(A)	\$ 4.46
R2-5(A)F	\$ 4.46
R2-5(B)	\$ 4.46
R2-5(B)F	\$ 4.46
R2-5(TV)	\$ 7.45
R3-5(A)	\$ 3.35
R3-5(A)F	\$ 3.35
R3-5(B)	\$ 3.35
R3-5(B)F	\$ 3.35
REBALANCE (TV)	\$ 0.28
RPT(1)	\$ 162.93
RPT(12)(30)(B)	\$ 174.38
RPT(12)(50)(A)	\$ 174.38
RPT(16)(30)(B)	\$ 195.51
RPT(16)(50)(A)	\$ 195.51
RPT(16)(50)(U)	\$ 195.51
RPT(24)(30)(B)	\$ 195.51
RPT(24)(50)(A)	\$ 195.51
RPT(24)(50)(U)	\$ 195.51
RPT(25)(30)(B)	\$ 195.51
RPT(25)(50)(A)	\$ 192.73
RPT(50)(30)(B)	\$ 209.48
RPT(50)(50)(A)	\$ 209.48
RPT(8)(30)(B)	\$ 176.89
RPT(8)(50)(A)	\$ 176.89
RPTCARD	\$ 16.06
RPTCARD6	\$ 22.48
RPTLITPROT	\$ 26.77
SEA11IM(TV)	\$ 0.80
SEA1X18(A)	\$ 0.80
SEA1X18(B)	\$ 0.80
SEA2X22(A)	\$ 0.80
SEA2X22(B)	\$ 0.80
SEA6IM(TV)	\$ 0.80
SEA6X24(A)	\$ 1.01
SEA6X24(B)	\$ 1.01
SEB1015F(TV)	\$ 1.16
SEB1015FTEMP(TV)	\$ 0.61
SEB11F(TV)	\$ 1.16
SEB11FD(TV)	\$ 0.23
SEB11FJ(TV)	\$ 0.23
SEB11FTEMP(TV)	\$ 0.61
SEB2X22(A)	\$ 1.49
SEB2X22(B)	\$ 1.49
SEB2X22D(A)	\$ 0.27
SEB2X22D(B)	\$ 0.27
SEB2X22G(A)	\$ 1.49
SEB2X22G(B)	\$ 1.49
SEB2X22GD(B)	\$ 0.27
SEB2X22GI	\$ 0.42
SEB2X22GJ(B)	\$ 0.27
SEB2X22I	\$ 0.42
SEB2X22J(A)	\$ 0.80
SEB2X22J(B)	\$ 0.80
SEB2X22JD(B)	\$ 0.27



SEB2X22TEMP(A)	\$ 0.42
SEB2X22TEMP(B)	\$ 0.42
SEB2X24(A)	\$ 1.49
SEB2X24(B)	\$ 1.49
SEB2X24D(A)	\$ 0.27
SEB2X24D(B)	\$ 0.27
SEB2X24G(A)	\$ 1.49
SEB2X24G(B)	\$ 1.49
SEB2X24GD(A)	\$ 0.27
SEB2X24GD(B)	\$ 0.80
SEB2X24GJ(A)	\$ 0.80
SEB2X24GJ(B)	\$ 0.27
SEB2X24GJD(A)	\$ 0.27
SEB2X24GJD(B)	\$ 0.27
SEB2X24I	\$ 0.42
SEB2X24J(A)	\$ 0.80
SEB2X24J(B)	\$ 0.80
SEB2X24JD(B)	\$ 0.27
SEB3X22(A)	\$ 1.49
SEB3X22(B)	\$ 1.49
SEB3X22D(A)	\$ 0.27
SEB3X22D(B)	\$ 0.27
SEB3X22I	\$ 0.42
SEB3X22J(A)	\$ 0.80
SEB3X22J(B)	\$ 0.80
SEB3X22JD(A)	\$ 0.27
SEB3X22JD(B)	\$ 0.27
SEB3X22TEMP(A)	\$ 0.42
SEB3X22TEMP(B)	\$ 0.42
SEB3X24(A)	\$ 1.49
SEB3X24(B)	\$ 1.49
SEB3X24D(A)	\$ 0.27
SEB3X24D(B)	\$ 0.27
SEB3X24I	\$ 0.42
SEB3X24J(B)	\$ 0.80
SEB3X24JD(B)	\$ 0.27
SEB6F(TV)	\$ 1.49
SEB6FD(TV)	\$ 0.23
SEB6FJ(TV)	\$ 0.23
SEB6X22(A)	\$ 1.49
SEB6X22(B)	\$ 1.49
SEB6X22D(B)	\$ 0.27
SEB6X22G(A)	\$ 1.49
SEB6X22G(B)	\$ 1.49
SEB6X22GD(B)	\$ 0.27
SEB6X22GI	\$ 0.42
SEB6X22J(A)	\$ 0.80
SEB6X22J(B)	\$ 0.80
SEB6X22JD(A)	\$ 0.27
SEB6X22JD(B)	\$ 0.27
SEB6X22TEMP(A)	\$ 0.42
SEB6X22TEMP(B)	\$ 0.42
SEB6X24(A)	\$ 1.49
SEB6X24(B)	\$ 1.49
SEB6X24D(A)	\$ 0.27
SEB6X24D(B)	\$ 0.27
SEB6X24I	\$ 0.42
SEB6X24J(A)	\$ 0.80
SEB6X24J(B)	\$ 0.80
SEB6X24JD(B)	\$ 0.27
SEB-CO(A)	\$ 22.31
SEB-CO(A)(TV)	\$ 21.41

SEB-CO(B)	\$ 16.76
SEB-CO(B)(TV)	\$ 16.06
SEB-COA(A)	\$ 5.35
SEB-COA(B)	\$ 5.35
SEC(1015)(A)(TV)	\$ 3.26
SEC(1015SS)(U)(TV)	\$ 4.19
SEC(11)(A)(TV)	\$ 2.33
SEC(11)(B)(TV)	\$ 2.33
SEC(6)(A)(TV)	\$ 2.09
SEC(6)(B)(TV)	\$ 2.09
SEC(6SS)(A)(TV)	\$ 2.09
SEUD-1	\$ 1.44
SEUD-1J	\$ 0.74
SEUD-1PP	\$ 8.57
SP1(B)	\$ 3.67
SP1(E)	\$ 3.72
SP1(F)	\$ 3.72
SP10(B)	\$ 1.30
SP10(E)	\$ 1.30
SP10(F)	\$ 1.30
SP11(B)	\$ 6.00
SP11(E)	\$ 6.00
SP11(F)	\$ 6.00
SP12(B)	\$ 9.52
SP12(E)	\$ 9.52
SP12(F)	\$ 9.52
SP13(E)	\$ 99.17
SP13(F)	\$ 99.17
SP15(B)	\$ 13.03
SP15(E)	\$ 13.03
SP15(F)	\$ 13.03
SP16(F)	\$ 153.62
SP17(E)	\$ 281.64
SP17(F)	\$ 281.64
SP18(B)	\$ 26.77
SP2(B)	\$ 27.93
SP2(E)	\$ 27.93
SP2(F)	\$ 27.93
SP21(E)	\$ 16.90
SP21(F)	\$ 16.90
SP22(B)	\$ 5.56
SP22(E)	\$ 5.56
SP22(F)	\$ 5.56
SP23(B)	\$ 13.10
SP23(F)	\$ 13.10
SP24(B)	\$ 226.11
SP26(B)	\$ 12.30
SP26(E)	\$ 12.30
SP26(F)	\$ 12.30
SP3(B)	\$ 4.85
SP3(E)	\$ 4.85
SP3(F)	\$ 4.85
SP4(B)	\$ 40.68
SP4(E)	\$ 40.68
SP4(F)	\$ 40.68
SP5(B)	\$ 53.53
SP5(E)	\$ 53.53
SP5(F)	\$ 53.53
SP6(B)	\$ 40.68
SP6(E)	\$ 40.68
SP6(F)	\$ 40.68
SP7(B)	\$ 51.57

SP7(E)	\$ 51.57
SP7(F)	\$ 51.57
SP8C(B)M	\$ 27.76
SP8C(B)S	\$ 21.42
SP8C(E)M	\$ 27.76
SP8C(F)L	\$ 35.70
SP8C(F)M	\$ 27.76
SP8C(F)S	\$ 21.42
SP8M(B)L	\$ 27.76
SP8M(B)M	\$ 21.42
SP8M(B)S	\$ 15.86
SP8M(E)M	\$ 21.42
SP8M(E)S	\$ 15.86
SP8M(F)L	\$ 27.76
SP8M(F)M	\$ 21.42
SP8M(F)S	\$ 15.86
SP8MFL(B)M	\$ 48.18
SP8MFL(B)S	\$ 37.47
SP8MFL(E)M	\$ 48.18
SP8MFL(F)M	\$ 48.18
SP8MFLBR(B)M	\$ 58.89
SP8MFLBR(E)M	\$ 58.89
SP9(B)	\$ 4.76
SP9(E)	\$ 4.76
SP9(F)	\$ 4.76
SPEL1(E)	\$ 91.01
SPEL10(B)	\$ 3.50
SPEL10(E)	\$ 3.50
SPEL10(F)	\$ 3.50
SPEL11(B)	\$ 3.75
SPEL11(E)	\$ 3.75
SPEL11(F)	\$ 3.75
SPEL12(B)	\$ 4.00
SPEL12(E)	\$ 4.00
SPEL12(F)	\$ 4.00
SPEL13(B)	\$ 5.00
SPEL13(E)	\$ 5.00
SPEL13(F)	\$ 5.00
SPEL14(B)	\$ 5.35
SPEL14(E)	\$ 5.35
SPEL14(F)	\$ 5.35
SPEL15(B)	\$ 5.35
SPEL15(E)	\$ 5.35
SPEL15(F)	\$ 5.35
SPEL16(B)	\$ 8.57
SPEL16(E)	\$ 8.57
SPEL16(F)	\$ 8.57
SPEL17(B)	\$ 8.57
SPEL17(E)	\$ 8.57
SPEL17(F)	\$ 8.57
SPEL18(B)	\$ 10.71
SPEL18(E)	\$ 10.71
SPEL18(F)	\$ 10.71
SPEL19(B)	\$ 10.71
SPEL19(E)	\$ 10.71
SPEL19(F)	\$ 10.71
SPEL2(E)	\$ 401.49
SPEL20(B)	\$ 10.71
SPEL20(E)	\$ 10.71
SPEL20(F)	\$ 10.71
SPEL21(B)	\$ 10.71
SPEL21(E)	\$ 10.71

SPEL21(F)	\$ 10.71
SPEL22(B)	\$ 12.85
SPEL22(E)	\$ 12.85
SPEL22(F)	\$ 12.85
SPEL23(B)	\$ 12.85
SPEL23(E)	\$ 12.85
SPEL23(F)	\$ 12.85
SPEL24(B)	\$ 12.85
SPEL24(E)	\$ 12.85
SPEL24(F)	\$ 12.85
SPEL25(B)	\$ 12.85
SPEL25(E)	\$ 12.85
SPEL25(F)	\$ 12.85
SPEL26(E)	\$ 10.71
SPEL27(E)	\$ 10.71
SPEL3(E)	\$ 321.20
SPEL4(E)	\$ 171.30
SPEL4A(E)	\$ 171.30
SPEL5(E)	\$ 294.43
SPEL5A(E)	\$ 80.30
SPEL5B(E)	\$ 80.30
SPEL5C(E)	\$ 80.30
SPEL6(E)	\$ 4.50
SPEL7(E)	\$ 4.50
SPEL8(E)	\$ 4.50
SPEL9(E)	\$ 4.50
SPGF1(E)	\$ 385.43
SPGF2(E)	\$ 556.74
SPGF3(E)	\$ 42.83
SPGF4(E)	\$ 21.41
SPGF5(E)	\$ 149.89
SPGF6	\$ 165.00
SPPH1(B)	\$ 28.00
SPPH1(E)	\$ 28.00
SPPH1(F)	\$ 28.00
SPPH11	\$ 28.00
SPPH12(E)	\$ 475.00
SPPH14(E)	\$ 325.00
SPPH15S	\$ 15.00
SPPH2(B)	\$ 160.60
SPPH2(E)	\$ 160.60
SPPH2(F)	\$ 160.60
SPPH3(B)	\$ 465.50
SPPH3(E)	\$ 465.50
SPPH3(F)	\$ 465.50
SPPH4(E)	\$ 80.30
SPPH5(E)	\$ 187.36
SPPH6(E)	\$ 267.66
SPPH7(B)	\$ 91.01
SPPH7(E)	\$ 91.01
SPPH7(F)	\$ 91.01
SPPH8	\$ 80.00
SPPH9	\$ 325.00
SPWOMP	\$ 475.00
SPWOMP(L)	\$ 450.00
SPWOMP(M)	\$ 475.00
SPWOMP(S)	\$ 500.00
SS(500)(TV)	\$ 33.28
SS(625)(TV)	\$ 33.28
SS(700)(TV)	\$ 33.28
SS(715)(TV)	\$ 33.28
SS(750)(TV)	\$ 33.28

SS(875)(TV)	\$ 39.57
TAMP, DIRT MECHANICAL (B)	\$ 15.83
TAMP, DIRT MECHANICAL (B)F	\$ 15.83
TAMP, DIRT MECHANICAL (U)F	\$ 15.83
TAMP, DIRT MECHANICAL(B)(TV)	\$ 15.83
TAP(11-2)(A)(TV)	\$ 18.15
TAP(11-2)(B)(TV)	\$ 20.02
TAP(11-4)(A)(TV)	\$ 18.15
TAP(11-4)(B)(TV)	\$ 20.02
TAP(11-8)(A)(TV)	\$ 11.35
TAP(11-8)(B)(TV)	\$ 11.35
TAP(14-2)(A)(TV)	\$ 18.15
TAP(14-2)(B)(TV)	\$ 20.02
TAP(14-4)(A)(TV)	\$ 18.15
TAP(14-4)(B)(TV)	\$ 20.02
TAP(17-4)(A)(TV)	\$ 18.15
TAP(17-4)(B)(TV)	\$ 20.02
TAP(17-8)(A)(TV)	\$ 11.35
TAP(17-8)(B)(TV)	\$ 11.35
TAP(20-4)(A)(TV)	\$ 18.15
TAP(20-4)(B)(TV)	\$ 20.02
TAP(21-8)(A)(TV)	\$ 18.15
TAP(21-8)(B)(TV)	\$ 20.02
TAP(23-4)(A)(TV)	\$ 18.15
TAP(23-4)(B)(TV)	\$ 20.02
TAP(26-4)(A)(TV)	\$ 18.15
TAP(26-4)(B)(TV)	\$ 20.02
TAP(4-2)(A)(TV)	\$ 18.15
TAP(4-2)(B)(TV)	\$ 20.02
TAP(8-2)(A)(TV)	\$ 18.15
TAP(8-2)(B)(TV)	\$ 20.02
TAP(8-4)(A)(TV)	\$ 18.15
TAP(8-4)(B)(TV)	\$ 20.02
TRACEWIRE	\$ 0.38
TRACEWIRE(F)	\$ 0.38
TRACEWIREOC	\$ 0.48
TRACEWIREOC(F)	\$ 0.48
TRAILER, CABLE (A)	\$ 13.97
TRAILER, CABLE (A)(F)(TV)	\$ 13.97
TRAILER, CABLE (A)(TV)	\$ 13.97
TRAILER, CABLE (A)F	\$ 13.97
TRAILER, CABLE (B)	\$ 13.97
TRAILER, CABLE (B)(TV)	\$ 13.97
TRAILER, CABLE (B)F	\$ 13.97
TRAILER, CABLE (U)	\$ 13.97
TRAILER, CABLE (U)F	\$ 13.97
TRAILER, POLE (JO)	\$ 13.03
TRAILER, POLE (P)	\$ 13.03
UD(1X1)V	\$ 1.54
UD(1X1.25)V	\$ 1.54
UD(1X1X1)	\$ 3.49
UD(1X1X1.25)	\$ 3.49
UD(1X1X2)	\$ 3.72
UD(1X1X2)(TV)	\$ 3.26
UD(1X1X3)	\$ 3.96
UD(1X1X4)	\$ 4.42
UD(1X2)V	\$ 1.63
UD(1X2X1)	\$ 3.72
UD(1X2X1.25)	\$ 3.72
UD(1X2X2)	\$ 3.96
UD(1X2X4)	\$ 5.35
UD(1X3X1)	\$ 3.86

UD(1X3X4)	\$ 6.98
UD(1X4X1)	\$ 4.19
UD(2X1.25)V	\$ 2.00
UD(2X2X4)	\$ 8.84
UD(2X3X4)	\$ 10.71
UD(30)	\$ 0.37
UD(36)	\$ 0.75
UD(3X1.25)V	\$ 2.47
UD(3X3X4)	\$ 13.50
UD(48)	\$ 1.13
UD(60)	\$ 1.50
UD445(36)	\$ 26.77
UD445(36)E	\$ 5.35
UD445(48)	\$ 26.77
UD490(36)	\$ 12.85
UD490(36)E	\$ 2.68
UD490(48)	\$ 3.75
UD490(48)E	\$ 26.77
UD-A	\$ 5.35
UD-C	\$ 26.77
UD-E	\$ 5.35
UDM(1X2)	\$ 2.23
UDM(2X2)	\$ 2.74
UDM(2X3)	\$ 2.88
UDM(3X3)	\$ 3.50
UDM(3X4)	\$ 2.68
UD-S	\$ 5.35
UF100X24	\$ 1.07
UF1200X24	\$ 3.75
UF1500X24	\$ 4.28
UF1800X24	\$ 4.55
UF200X24	\$ 1.34
UF2100X24	\$ 4.82
UF2400X24	\$ 6.29
UF25X24	\$ 0.91
UF300X24	\$ 1.77
UF400X24	\$ 2.14
UF50X24	\$ 1.01
UF54X22H	\$ 1.01
UF600X24	\$ 2.68
UF900X24	\$ 3.21
UG34-25S	\$ 69.83
UHC(17X30X18)T	\$ 184.70
UHC(24X36X24)T	\$ 240.90
UHC(30x48x24)T	\$ 372.40
UHC(30X48X36)T	\$ 325.85
UHC(36x60x36)T	\$ 442.23
UHC(48x96x48)T	\$ 651.70
UHF(17X30X18)T	\$ 187.36
UHF(24X36X24)T	\$ 240.90
UHF(30x48x24)T	\$ 372.40
UHF(30X48X36)T	\$ 325.85
UHF(36x60x36)T	\$ 442.23
UHF(48x96x48)T	\$ 651.70
UM100X24	\$ 128.48
UM200X24	\$ 133.83
UM25X24	\$ 112.42
UM2C	\$ 26.77
UM300X24	\$ 133.83
UM50X24	\$ 117.77
UM600X24	\$ 133.83
UM900X24	\$ 144.54

UMF100X24	\$ 128.48
UMF200X24	\$ 133.83
UMF300X24	\$ 133.83
UMF400X24	\$ 133.83
UMF50X24	\$ 117.77
UMF600X24	\$ 133.83
UMF900X24	\$ 144.54
UMFCD	\$ 535.33
UMFCU	\$ 535.33
UMRFC	\$ 428.26
UO(192)	\$ 0.78
UO(216)	\$ 0.78
UO(288)	\$ 0.87
UO12	\$ 0.78
UO144	\$ 0.78
UO144ADSS	\$ 0.98
UO24	\$ 0.78
UO288ADSS	\$ 0.98
UO36	\$ 0.78
UO48	\$ 0.78
UO48ADSS	\$ 0.98
UO60	\$ 0.78
UO72	\$ 0.78
UO96	\$ 0.78
UO96ADSS	\$ 0.98
UOML	\$ 37.47
WADDRESSABLE TAP(A)(4)(TV)	\$ 39.94
WADDRESSABLE TAP(B)(4)(TV)	\$ 39.94
WADSSSLACK	\$ 285.00
WAMP (A)(TV)	\$ 45.39
WAMP(B)(TV)	\$ 45.39
WBA	\$ 21.41
WBD	\$ 69.59
WBD(TV)	\$ 60.52
WBDGR	\$ 58.31
WBFC	\$ 80.30
WBFC(TV)	\$ 60.52
WBFO	\$ 91.01
WBFO(TV)	\$ 69.83
WBG18	\$ 26.77
WBG35	\$ 26.77
WBHF	\$ 160.60
WBM27	\$ 4.61
WBM27(F)(TV)	\$ 4.42
WBM27(TV)	\$ 4.42
WBM27E(108)	\$ 4.28
WBM27E(108)F	\$ 4.28
WBM27E(120)	\$ 5.35
WBM27E(120)F	\$ 5.35
WBM27E(144)	\$ 7.49
WBM27E(144)F	\$ 7.49
WBM27E(156)	\$ 8.57
WBM27E(168)F	\$ 9.64
WBM27E(36)	\$ 0.37
WBM27E(36)(TV)	\$ 4.79
WBM27E(48)	\$ 0.75
WBM27E(48)(TV)	\$ 5.18
WBM27E(48)F	\$ 0.75
WBM27E(60)	\$ 1.13
WBM27E(60)F	\$ 1.13
WBM27E(72)	\$ 1.61
WBM27E(72)F	\$ 1.61

WBM27E(84)	\$ 2.14
WBM27E(84)F	\$ 2.14
WBM27E(96)	\$ 3.21
WBM27E(96)F	\$ 3.21
WBM27F	\$ 4.61
WBM32	\$ 21.41
WBM32-DAML	\$ 42.83
WBM80	\$ 26.77
WBM80(TV)	\$ 20.48
WBM80F	\$ 26.77
WBM81	\$ 26.77
WBM81(TV)	\$ 20.48
WBM81F	\$ 26.77
WBM82	\$ 26.77
WBM82(TV)	\$ 20.48
WBM82F	\$ 26.77
WBM83	\$ 21.41
WBM83(TV)	\$ 21.11
WBM84SQF	\$ 18.00
WBM85ADPT	\$ 12.00
WBM85ADPTF	\$ 12.00
WBM85BOOT	\$ 12.00
WBM85BOOTF	\$ 12.00
WBM95	\$ 32.12
WC1	\$ 50.21
WC1(F)(TV)	\$ 35.38
WC1(TV)	\$ 35.38
WC1F	\$ 50.21
WCW	\$ 0.91
WCW(F)(TV)	\$ 0.70
WCW(TV)	\$ 0.70
WCWF	\$ 0.91
WDC(A)(TV)	\$ 7.45
WDC(B)(TV)	\$ 7.45
WDINT(A)	\$ 91.01
WDINT(B)	\$ 69.59
WDISCONNECT(A)(TV)	\$ 162.93
WEC1	\$ 0.65
WEC1(TV)	\$ 1.04
WEC1F	\$ 0.65
WEC1F(TV)	\$ 1.04
WHA	\$ 61.35
WHAGR	\$ 171.50
WHAP	\$ 80.30
WHAPO	\$ 160.60
WHBFO	\$ 171.50
WHC1(A)	\$ 4.41
WHC1(B)	\$ 4.41
WHC1(U)	\$ 4.41
WHC2(A)	\$ 6.52
WHC2(B)	\$ 6.52
WHC3(A)	\$ 6.31
WHC3(B)	\$ 6.31
WHC3(U)	\$ 6.31
WHC4(A)	\$ 4.42
WHC4(B)	\$ 4.42
WHC4(U)	\$ 4.42
WHO1(A)	\$ 52.39
WHO1(A)(TV)	\$ 45.62
WHO1(B)	\$ 46.57
WHO1(B)(TV)	\$ 40.03
WHO1(U)	\$ 46.57



WHUO	\$ 224.86
WHUP	\$ 224.86
WLE(A)(TV)	\$ 60.52
WLE(B)(TV)	\$ 60.52
WLS/DC/PI PLATE(A)(TV)	\$ 14.90
WLS/DC/PI PLATE(B)(TV)	\$ 14.90
WLS/DC/PI(A)(TV)	\$ 20.48
WLS/DC/PI(B)(TV)	\$ 20.48
WNETWORKAMP(A)(TV)	\$ 97.76
WNID(A)	\$ 44.69
WNID(B)	\$ 44.69
WNODE(A)(TV)	\$ 209.48
WP1(A)	\$ 116.38
WP1(B)	\$ 116.38
WP1(U)	\$ 116.38
WPASSIVE TAP(A)(TV)	\$ 20.48
WPASSIVE TAP(B)(TV)	\$ 20.48
WPE1	\$ 52.14
WPE1(JO)	\$ 52.14
WPE1(JO)(TV)	\$ 41.90
WPE1(TV)	\$ 41.90
WPE2	\$ 52.14
WPE2(JO)	\$ 52.14
WPE2(JO)(TV)	\$ 41.90
WPE2(TV)	\$ 41.90
WPEAGRAVEL	\$ 15.36
WPG18	\$ 27.93
WPG31	\$ 27.93
WPG34	\$ 27.93
WPG35	\$ 21.41
WPM11	\$ 18.36
WPM11(JO)	\$ 18.62
WPM11(TV)	\$ 15.83
WPM12	\$ 69.83
WPM14	\$ 69.59
WPM2A	\$ 23.28
WPM2A(TV)	\$ 18.62
WPM2AF	\$ 23.28
WPM4	\$ 46.55
WPM4A	\$ 51.21
WPM92	\$ 80.30
WPOLE	\$ 91.01
WPOLE(JO)	\$ 91.01
WPOLE(TV)	\$ 69.83
WPOLE-AB	\$ 91.01
WPOWER SPLY(A)(TV)	\$ 256.03
WPWR SPLY METER BASE(A)(TV)	\$ 279.30
WRPTR(A)	\$ 80.30
WRPTR(B)	\$ 80.30
WRPTR(U)	\$ 160.60
WSEA(A)	\$ 27.89
WSEA(A)(TV)	\$ 23.28
WSEA(B)	\$ 27.89
WSEA(B)(TV)	\$ 23.28
WSEB	\$ 16.06
WSEB(A)	\$ 45.00
WSEB(A)(TV)	\$ 23.28
WSEB(B)	\$ 55.00
WSEB(B)(TV)	\$ 23.28
WTAP PLATE(TV)	\$ 23.28
WTRUNKAMP(A)(TV)	\$ 69.83
WTRUNKAMP(B)(TV)	\$ 69.83

XXADDRESSABLE TAP(A)(4)(TV)	\$ 13.97
XXADDRESSABLE TAP(B)(4)(TV)	\$ 13.97
XXADDSSCABLE	\$ 0.46
XXAMP(A)(TV)	\$ 23.28
XXAMP(B)(TV)	\$ 23.28
XXAPARTMENT BOX(M)(TV)	\$ 41.90
XXAPARTMENT BOX(S)(TV)	\$ 32.59
XXBA	\$ 12.85
XXBA(F)	\$ 12.85
XXBD	\$ 19.27
XXBD(TV)	\$ 13.97
XXBDS(A)	\$ 36.94
XXBDS(B)	\$ 37.47
XXBFC	\$ 0.48
XXBFO	\$ 0.37
XXBFOI	\$ 0.45
XXBG	\$ 10.71
XXBG18	\$ 10.71
XXBH(F)(TV)	\$ 116.38
XXBHF(B)	\$ 135.00
XXBHF(U)	\$ 135.00
XXBM31	\$ 21.41
XXBM53	\$ 8.57
XXBM53(TV)	\$ 5.59
XXBM53F	\$ 8.57
XXBM80(B)	\$ 10.71
XXBM80(B)F	\$ 10.71
XXBM80(TV)	\$ 7.45
XXBM80(U)	\$ 10.71
XXBM80(U)F	\$ 10.71
XXBM81(B)	\$ 10.71
XXBM81(B)F	\$ 10.71
XXBM81(TV)	\$ 7.45
XXBM81(U)	\$ 10.71
XXBM81(U)F	\$ 10.71
XXBM82(B)	\$ 10.71
XXBM82(B)F	\$ 10.71
XXBM82(TV)	\$ 7.45
XXBM82(U)	\$ 10.71
XXBM82(U)F	\$ 10.71
XXBM83(A)	\$ 5.35
XXBM83(B)	\$ 5.35
XXBM83(TV)	\$ 4.66
XXBM83T	\$ 5.35
XXBM84SQF	\$ 12.00
XXBM85ADPTF	\$ 8.00
XXBM95	\$ 10.71
XXBMCS	\$ 26.77
XXCF	\$ 0.37
XXCF(TV)	\$ 0.35
XXCO	\$ 0.41
XXCO(TV)	\$ 0.35
XXCOE	\$ 0.44
XXCOE(TV)	\$ 0.44
XXCW	\$ 0.37
XXCW(TV)	\$ 0.35
XXCWE	\$ 0.44
XXCWE(TV)	\$ 0.44
XXCWETV	\$ 0.44
XXCWIRE	\$ 0.20
XXDW	\$ 0.37
XXHA	\$ 21.41

XXHAP	\$ 42.83
XXHAPO	\$ 42.83
XXHBFO	\$ 48.18
XXHC4(A)	\$ 1.61
XXHC4(B)	\$ 1.61
XXHUO	\$ 80.30
XXHUP	\$ 80.30
XXLE(A)(TV)	\$ 9.31
XXLE(B)(TV)	\$ 9.31
XXLEADSLEEVE(A)	\$ 77.09
XXLEADSLEEVE(U)	\$ 94.22
XXLS/DC/PI PLATE(A)(TV)	\$ 3.67
XXLS/DC/PI PLATE(U)(TV)	\$ 3.67
XXLS/DC/PI(A)(TV)	\$ 3.67
XXLS/DC/PI(B)(TV)	\$ 3.67
XXLS/DC/PI(U)(TV)	\$ 3.67
XXNID(A)	\$ 16.06
XXNID(B)	\$ 10.71
XXP1(A)	\$ 26.77
XXP1(B)	\$ 26.77
XXP1(U)	\$ 26.77
XXPASSIVE TAP(A)(TV)	\$ 5.59
XXPASSIVE TAP(B)(TV)	\$ 5.59
XXPE1	\$ 21.41
XXPE1(JO)	\$ 21.41
XXPE1(TV)	\$ 14.90
XXPE2	\$ 26.77
XXPE2(JO)	\$ 26.77
XXPE2(TV)	\$ 18.62
XXPF	\$ 26.77
XXPF(JO)	\$ 26.77
XXPF(TV)	\$ 20.48
XXPG18	\$ 20.03
XXPG31	\$ 26.18
XXPG32	\$ 24.95
XXPG34	\$ 25.00
XXPG35	\$ 24.35
XXPM11	\$ 5.35
XXPM11(TV)	\$ 3.72
XXPM12	\$ 26.77
XXPM21(F)(TV)	\$ 41.90
XXPM4	\$ 26.77
XXPM4A	\$ 26.77
XXPM5	\$ 26.77
XXPM5(JO)	\$ 26.77
XXPM52	\$ 5.35
XXPM52(JO)	\$ 5.35
XXPMCS	\$ 10.71
XXPMSG	\$ 1.59
XXPMSGF	\$ 1.61
XXPOLE	\$ 83.68
XXPOLE(AB)(TV)	\$ 80.30
XXPOLE(JO)	\$ 83.68
XXPOLE(JO)(TV)	\$ 80.30
XXPOLE(JO)-AB	\$ 209.48
XXPOLE(TV)	\$ 80.30
XXPOLE-AB	\$ 209.48
XXPOWER SPLY METER BASE(A)(TV)	\$ 60.52
XXPOWER SPLY STATION(A)(TV)	\$ 79.14
XXPOWER SPLY(A)(TV)	\$ 79.14
XXRPT(A)	\$ 26.77
XXRPT(B)	\$ 37.47

XXRPT(U)	\$ 102.47
XXSEA(A)	\$ 34.26
XXSEA(B)	\$ 34.26
XXSEA(TV)	\$ 24.21
XXSP11(B)	\$ 121.03
XXSP11(E)	\$ 121.03
XXSP11(F)	\$ 121.03
XXSP9(B)	\$ 67.44
XXSP9(E)	\$ 67.44
XXSP9(F)	\$ 67.44
XXSPEL1(E)	\$ 26.77
XXSPEL10(B)	\$ 26.77
XXSPEL10(E)	\$ 26.77
XXSPEL10(F)	\$ 26.77
XXSPEL2(E)	\$ 48.18
XXSPEL5(E)	\$ 133.83
XXSPEL5A(E)	\$ 16.06
XXSPEL6(E)	\$ 48.18
XXSPPH1(B)	\$ 69.59
XXSPPH1(E)	\$ 69.59
XXSPPH1(F)	\$ 69.59
XXSPPH2(B)	\$ 26.77
XXSPPH2(E)	\$ 26.77
XXSPPH2(F)	\$ 26.77
XXSPPH3(B)	\$ 48.18
XXSPPH3(E)	\$ 48.18
XXSPPH3(F)	\$ 48.18
XXSPPH4(E)	\$ 48.18
XXSPPH4(F)	\$ 48.18
XXSPPH5(E)	\$ 69.59
XXSPPH5(F)	\$ 69.59
XXSPPH6(E)	\$ 53.53
XXSPPH7(B)	\$ 53.53
XXSPPH7(E)	\$ 53.53
XXSPPH7(F)	\$ 53.53
XXSPSW10(B)	\$ 116.38
XXSPSW10(E)	\$ 116.38
XXSPSW10(F)	\$ 116.38
XXSPSW12(B)	\$ 93.10
XXSPSW12(E)	\$ 93.10
XXSPSW12(F)	\$ 93.10
XXSPSW13(B)	\$ 93.10
XXSPSW13(F)	\$ 93.10
XXSTRAND	\$ 0.37
XXTAP PLATE(TV)	\$ 23.28
XXTEPCABLE	\$ 0.27
XXTEPCABLE(A)(TV)	\$ 0.20
XXTEPCABLE(B)(TV)	\$ 0.20
XXTEMPDROP(A)(TV)	\$ 0.20
XXTEMPDROP(B)(TV)	\$ 0.20
XXTEMPWIRE	\$ 0.26
XXTRUNK AMP(A)(TV)	\$ 11.17
XXTRUNK AMP(B)(TV)	\$ 11.17
XXUF	\$ 0.37
XXUG	\$ 69.59
XXUMCS	\$ 74.95
XXUO	\$ 0.37
XZADDRESSABLE TAP(A)(4)(TV)	\$ 41.90
XZADDRESSABLE TAP(A)(8)(TV)	\$ 41.90
XZADDRESSABLE TAP(B)(4)(TV)	\$ 41.90
XZADDRESSABLE TAP(B)(8)(TV)	\$ 41.90
XZAMP(A)(TV)	\$ 60.52

XZBD(TV)	\$ 37.24
XZBDS(A)	\$ 47.50
XZBDS(B)	\$ 48.18
XZBHF	\$ 144.54
XZBM31	\$ 21.41
XZBM32	\$ 80.30
XZBM32DAML	\$ 80.30
XZDINT(A)	\$ 80.30
XZDINT(B)	\$ 80.30
XZLE(A)(TV)	\$ 51.21
XZLE(B)(TV)	\$ 51.21
XZLS/DC/PI PLATE(TV)	\$ 41.90
XZLS/DC/PI(TV)	\$ 41.90
XZNODE(A)(TV)	\$ 60.52
XZPASSIVE TAP(A)(TV)	\$ 35.38
XZPASSIVE TAP(B)(TV)	\$ 35.38
XZPM21F(TV)	\$ 60.52
XZPOLE	\$ 133.83
XZPOLE(JO)	\$ 133.83
XZPOWER SPLY STATION(A)(TV)	\$ 97.76
XZPOWER SPLY(TV)	\$ 102.41
XZRPT	\$ 26.77
XZSPEL2(E)	\$ 48.18
XZSPEL5(E)	\$ 133.83
XZSPPH2(B)	\$ 26.77
XZSPPH2(E)	\$ 26.77
XZSPPH3(B)	\$ 48.18
XZSPPH3(E)	\$ 48.18
XZSPPH3(F)	\$ 48.18
XZSPPH4(E)	\$ 48.18
XZSPPH4(F)	\$ 48.18
XZSPPH5(E)	\$ 69.59
XZSPPH5(F)	\$ 69.59
XZTAP PLATE(TV)	\$ 7.45
XZTRUNK AMP(TV)	\$ 60.52

**EXHIBIT B**

**Master Contractor Agreement**Windstream Contract Number 180702N1

This Master Contractor Agreement ("Agreement"), effective July 3rd, 2018 (the "Effective Date") made and entered into by and between Windstream Supply, LLC, 13560 Morris Road, Milton, GA 30004, on behalf of itself and its Affiliates (collectively, "Windstream"), and MP Nexlevel, LLC, having an address of 500 County Road 37 NW Maple Lake, MN 55358 ("Contractor"), is entered into as of the Effective Date and provides terms and conditions for the provision of Services (as defined below) by Contractor to Windstream. The scope of the Services and related requirements and specifications with respect to all Projects (as defined below) performed by Contractor for Windstream hereunder shall be described in writing in a statement of work, purchase order, work order, change order, plant maintenance request, emergency service request, JobTrac report, buried drop tool or a quote system report generated through Windstream's web-based procurement of infrastructure network contractor services ("PINCS") system or a similar successor system (each, a "Project Scope Agreement" or "PSA"). Each PSA shall become a part of this Agreement. Terms and conditions in a PSA shall supersede and replace any conflicting terms and conditions in this Agreement for only the specific project assignment defined in the PSA. All PSAs, exhibits and amendments to the Agreement, together with the terms and conditions of this Agreement, shall constitute and be construed as the Agreement.

**Definitions.**

Except as otherwise specified herein, the following terms have the meanings set forth below for all purposes of this Agreement, including each PSA (as defined herein), and the definitions of such terms are equally applicable to both the singular and plural forms of such terms.

"Affiliates" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise. "Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any person, entity, or enterprise, the power, directly or indirectly, either to (i) vote a majority of the voting shares or other voting interests in such person, entity, or enterprise for the election of directors or other governing body of such person, entity, or enterprise or (ii) direct or cause the direction of the management and policies of such person, entity, or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

"Confidential Information" shall have the same meaning as set forth in the Mutual Non-Disclosure Agreement.

"Final Acceptance Certificate" shall mean the form attached hereto as **Exhibit A**, which may be executed and delivered by Windstream to Contractor upon final completion of a Project.

"Loss" or "Losses" shall mean all losses, liabilities, damages, demands and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).

"Milestone Date" shall mean the date agreed to by Windstream and Contractor as the deadline for the completion of a particular phase of each Project.

"Mutual Non-Disclosure Agreement" shall mean that agreement, pertaining to the duties and obligations of the Parties with respect to Confidential Information, entered into by and between the Parties prior to or contemporaneously with the Agreement.

"Partial Acceptance Certificate" shall mean the form attached hereto as **Exhibit B**, which may be executed and delivered by Windstream to Contractor upon completion of phases of a Project or successful completion of work identified by Milestone Dates.

"Party" or "Parties" shall mean Windstream, Contractor, or both.

"Project" shall mean each undertaking designated by and agreed to by Windstream and Contractor under which Contractor shall perform all of the work in substantial compliance with the agreed upon specifications set forth in a PSA.

"Project Completion Notification" shall mean the written notification from Windstream upon completion of a Project.

"Project Site" shall mean the geographical location where the work for each Project shall be performed.

"Services" shall mean the work, services, Projects, assignments, and tasks Contractor shall perform pursuant to this Agreement.

"Subcontractor" shall mean a person or entity that has a contract with Contractor to perform a portion of the work required to complete a Project.

"Term" shall have the meaning set forth in Section 2 (Term).

"Unit" shall mean one of the nomenclature codes (e.g., "BD3") listed on the Schedule (defined below) that identifies a specific construction task and the construction methods, materials and quantities to be used for installation.

## 1. Services.

This Agreement contains the terms and conditions under which Windstream may order Services and Contractor shall render Services. Contractor shall perform the Services in accordance with the agreed upon PSA details, drawings and specifications and deliver the materials, if any, that are to be provided by Contractor, as described in the PSA. Unless otherwise agreed in a PSA, Contractor shall provide and pay for all expenses in connection with labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the PSA, whether or not such expenses are incorporated in the PSA. Any Services performed on behalf of Windstream by Contractor will be covered under the terms of this Agreement. The Parties may enter into additional PSAs, in which case each PSA shall be governed by and become part of this Agreement.

## 2. Term.

The initial term of this Agreement shall begin on the Effective Date of the Agreement as stated above and shall continue for a period of two (2) years from the Effective Date (the "Initial Term"). At the conclusion of the Initial Term, this Agreement will automatically renew for successive one (1) year terms, unless either Party provides the other Party with written notice of its intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any renewal term. The Initial Term and any renewal terms may be collectively referred to herein as the "Term". Notwithstanding the foregoing, the Initial Term and any renewal term shall be deemed automatically extended as reasonably necessary to allow for the completion of performance hereunder, including under any exhibits, PSAs, attachments and amendments hereto, and, in such case, the term shall expire upon Windstream's delivery of the applicable Project Completion Notification or a Party's exercise of a termination right provided under this Agreement.

## 3. Responsibilities of Windstream.

a) Payment Terms. Pursuant to the terms of each PSA, Windstream shall issue payment of any undisputed amount, less any retention, within sixty (60) days after receipt of the applicable invoice by Windstream. Contractor agrees that Windstream shall receive a two percent (2%) prompt pay discount for any payments made by Windstream within fifteen (15) days after Windstream's receipt of the applicable invoice. Any prompt payment discount shall be deducted by Windstream from the invoice to which such prompt payment applies. Windstream reserves the right to pay any amounts owed to Subcontractors directly to such Subcontractors, in which case such amounts shall be deducted from any amounts owed to Contractor. Nothing contained in the preceding sentence shall be construed as:

- i) limiting the responsibilities of Contractor as to its Subcontractors,
- ii) creating any responsibilities of Windstream as to any Subcontractor, or
- iii) evidencing any control of any Subcontractor by Windstream.

Approval and payment of invoices is solely for the purposes of payment and shall not be viewed as approval or acceptance of the workmanship, materials or deliverables. Upon Project completion and Windstream's final inspection and acceptance (which may occur sometime after Project completion), Windstream shall pay Contractor the amounts to which Contractor is entitled. Final payment shall be invoiced by Contractor within sixty (60) days after the date of completion of the Project. No payment shall be due to Contractor while Contractor is in default of any provision of this Agreement or any provision of a PSA covering a specific Project. Billing disputes shall not be cause for Contractor's non-performance under this Agreement.



- b) Windstream's obligation to make payment is subject to Contractor having delivered to Windstream either i) a waiver and release, in a form satisfactory to Windstream, of all liens arising out of this Agreement for Services performed and material supplied, or ii) receipts reflecting payment in full of all labor, materials, and equipment for which a lien could be filed for Services performed and material supplied, or iii) a bond, satisfactory to Windstream, indemnifying Windstream against such liens (each, a "Waiver"). Contractor shall also secure lien waivers ("Release of Liens") from each Subcontractor who has performed work on the particular phase of the Project and shall deliver a Release of Liens executed by each such Subcontractor which releases any and all claims against Windstream, including any claims against the real property at the location of the Project.
- c) Windstream may hold in reserve from all payments until final payment, an amount equal to 10% of the total due, or such other amount as may be indicated on the PSA as retainage. Windstream may withhold such amounts as it deems appropriate to secure performance hereunder, or Windstream may, by notice to Contractor, or by listing on the PSA, require posting of bond, letters of credit, or other such security, at Windstream's discretion. Where a bond or letter of credit is indicated on the PSA, Contractor shall furnish the required bond or letter of credit to Windstream prior to commencement of any Service.

#### 4. Work On Time and Expense Basis.

Contractor and Windstream may agree that services will be performed on a time and expense basis, at rates set forth in the PSA and as further described herein.

- a) When work by Contractor is to be performed on a time and expense basis, payment shall be made by Windstream to Contractor pursuant to Section 4 hereof for time actually expended and any reimbursable expenses actually incurred for Services at the rates set forth in the PSA. Reimbursable expenses are defined to be any expense Windstream has agreed to pay as provided in the PSA.
- b) Prior to performance of work on an hourly basis, Windstream shall specify and Contractor shall agree in writing to the number of employees and amount of work equipment that Contractor will provide. When such quantity has been agreed upon by Windstream and Contractor, Contractor shall not increase the quantity without written authorization from Windstream.

All work performed on a time and expense rate basis will be administered in strict accordance with Contractor's statement of working conditions included in the PSA.

#### 5. Work On Unit Basis.

When work by Contractor is to be performed on a Unit basis, payment shall be made by Windstream to Contractor i) for materials at the rates set forth in the PSA and ii) for labor at the rates set forth in the **Unit Description, Price Schedule and OSP Construction Standards** (the "Schedule"). Each individual Schedule is to be separately executed and when so executed shall become a part of this Agreement. Terms and conditions in the Schedule shall supersede any conflicting terms and conditions in this Agreement for only the specific project assignment associated with that Schedule. If the Schedule does not contain a Unit price, payment shall be made at the rate(s) defined in the PSA. Windstream may specify any number of combination of Units deemed necessary for work to be performed, and Contractor shall be paid on the basis of Units completed, pursuant to this section. If work is requested of Contractor for which no Unit description and price is established in the Schedule or PSA, the prices of such work shall either be on an hourly basis or through the establishment of additional Units which will be made a part of this Agreement. Windstream reserves the right to source these additional Units outside of this Agreement. Windstream reserves the right to modify the work description and the material(s) breakdown for Unit(s) listed on the Schedule and also to delete Units therefrom. If a modification leads to a substantial increase or decrease in work requirements (as determined in Windstream's sole discretion), the Parties may renegotiate the labor rate for that specific Unit.

#### 6. Work On Lump Sum Basis.

Contractor and Windstream may agree that Services will be performed on a lump sum basis, at rates set forth in the PSA. If Contractor will be submitting more than one invoice for work performed on a lump sum basis, Contractor will submit to Windstream:

- a) a schedule of costs of the various phases of the Services, including quantities, divided to assist Windstream in determining the accuracy of the invoices. The schedule will be provided to Windstream prior to the first invoice being submitted by Contractor. The sum of the schedule of costs will be the total PSA price.

- b) a schedule of Milestone Dates for the Project, along with a fixed fee, or a percentage of the total PSA price that becomes due upon successful completion of work identified to be complete at each Milestone Date.

## 7. Inspection and Acceptance of Project(s).

- a) Upon completion of each Project phase or on each Milestone Date set forth in the PSA(s), Windstream shall have the right to inspect and examine Services required to be completed on each Project as of the phase or Milestone Date. In the event Windstream finds Services to be in compliance with the specifications of the PSA, Windstream may sign and deliver a **Partial Acceptance Certificate**, in substantially the form attached hereto as **Exhibit B**, relating to work completed as of the phase or Milestone Date; provided that the requisite Waiver and Release of Lien(s) have been fully executed and presented to Windstream by Contractor. In the event Services do not meet the requisite specifications designated in the PSA, or in the event Contractor fails to deliver the Waiver and Release of Lien(s) required pursuant to this Agreement, Windstream shall notify Contractor that such requirements of the PSA or this Agreement have not been met.
- b) In the event Windstream notifies Contractor that the requirements of the PSA have not been met, or that the requisite Waiver and Release of Lien(s) have not been delivered, Windstream will withhold the Partial Acceptance Certificate, and Contractor shall have ten (10) days in which to meet such requirements and/or deliver such Waiver and Release of Lien(s).
- c) Upon the final completion of a Project, Windstream shall have the right to inspect and examine Services, and if Services have been completed substantially in accordance with the terms of a PSA, all Subcontractors have been paid, there are no outstanding unsettled liens, and all applicable Waiver and Release of Lien(s) have been delivered to Windstream, Windstream may issue a signed **Final Acceptance Certificate**, in substantially the form attached hereto as **Exhibit A**, or a Project Completion Notification. The Final Acceptance Certificate or Project Completion Notification shall constitute final acceptance of the Project and a waiver of all claims associated with defective work under the PSA, except those arising from:
- i) Incomplete, faulty or defective work appearing after the completion date;
  - ii) Failure of the work to comply with this Agreement or the PSA(s).
  - iii) Terms of the warranties provided herein and in the PSA(s); or
  - iv) Unsettled or unpaid liens of Subcontractors.

## 8. Withholding of Payments.

Upon written notice by Windstream:

- a) Windstream may withhold money due for defective work that has not been corrected by Contractor within a reasonable amount of time to the satisfaction of Windstream.
- b) If the defective work has not or cannot be corrected by Contractor and Windstream remedies the defective work, Windstream may withhold and retain the costs of correcting the defective work.
- c) Windstream may withhold money due in connection with an invoice that misrepresents the work performed or expenses incurred, or an invoice that is inaccurate or incorrect.
- d) Windstream may withhold money due for claims that might be the subject of reimbursement to Windstream by Contractor under this Agreement, including, but not limited to, third party claim claims for which Contractor may be responsible.
- e) Windstream may withhold money due where the work will not be timely completed as required by the Project schedule and there is an insufficient contract balance to cover any actual or liquidated damages associated with the delay and may apply such funds toward actual and liquidated damages.
- f) If Windstream is advised that Contractor is not promptly paying Subcontractors or Suppliers or if Windstream is advised that Contractor is not promptly paying its employees, Windstream may withhold such money as Windstream deems sufficient to ensure that obligations incurred by Contractor in connection with Services covered by this Agreement will be paid in full.

Windstream may withhold from or offset against money owed to Contractor under this or any other Agreement any amounts Contractor owes to Windstream or a Windstream Affiliate for materials purchased from Windstream or a Windstream Affiliate.

#### **9. Right to Audit.**

Windstream may, upon notice to Contractor, audit any and all work or expense records of Contractor relating to this Agreement, including compliance with the Windstream Supplier Code of Ethics, as described in Section 41 herein. Contractor shall have the right to exclude from such inspection any of its confidential or proprietary information which was not otherwise provided to Windstream in connection with the performance of this Agreement. Contractor further agrees to maintain its books and records relating to material and/or services provided for a period of three (3) years from the date such work was completed, and to make such books and records available to Windstream, during normal business hours, at any time or times within the three (3) year period.

#### **10. Changes in Work.**

Windstream may make changes to and modify the Services by altering, adding to, or deducting from the Services. No change in the PSA price shall be made for minor changes not involving extra cost. All adjustments in the maximum PSA price shall be agreed to in writing by the Parties; provided, however, such agreement shall be made prior to Contractor performing any such change. If, after Windstream notifies Contractor of a need for additional manpower and equipment, Contractor is not able to meet the increased demand within the time required by Windstream, Contractor will not object to the securing of another Contractor(s) by Windstream to perform similar Services in the area for which Contractor has been awarded the PSA.

#### **11. Materials.**

- a) Contractor agrees all materials furnished by Contractor as a part of the Services, as identified in the PSA, will be purchased through Windstream, unless Windstream approves, in advance in writing, the purchase of products from other suppliers. Materials purchased through Windstream will be purchased at a rate equal to the purchase price paid for such materials by an Affiliate of Windstream and reimbursement therefor shall be subject to the prompt pay discount under Section 3(a) above. Contractor also understands and agrees that it is not authorized to purchase any materials through Windstream at Windstream's Affiliate's original purchase price, except for those materials required to complete Services specified in the PSA. Contractor shall identify any orders for materials to Windstream that are not required to complete Services specified in the PSA, and such materials shall be priced at the then current rates charged by Windstream.
- b) Contractor shall be responsible for the transportation, care and storage of all materials purchased from Windstream in order to comply with Contractor's obligations pursuant to the terms of this Agreement and PSA. Contractor may have the option, at Windstream's discretion, and depending on location and availability, to enter into a lease agreement with Windstream for purposes of storing materials, vehicles and supplies necessary to complete Services under the PSA. If Windstream so offers and Contractor chooses to enter into such a lease, Contractor shall execute the written lease agreement as provided by Windstream or one of its Affiliates.
- c) If Contractor chooses not to enter into a lease agreement with Windstream or one of its Affiliates or if Contractor is not given the option to enter into such a lease, Contractor shall be responsible for the storage of materials, utility vehicles, and supplies necessary to perform Services under the PSA. Contractor shall pick up and transport such material and equipment from its place of storage to the Project Site as needed. Contractor is responsible for ordering materials as necessary to fulfill its obligations under this Agreement and the PSA.
- d) Upon termination of this Agreement, Windstream may request Contractor to pick up, transport and return to a place of storage designated by Windstream any unused materials Contractor purchased from Windstream at Windstream's Affiliate cost. Contractor may invoice Windstream for such materials as if utilized under this Agreement. In the event Contractor does not return such materials in accordance with this Section 11, Contractor may not invoice Windstream for reimbursement.
- e) It shall be Contractor's duty to inspect all material used in the performance of Services, and Contractor shall not use defective material in any work to be performed hereunder. Any potentially defective materials should be returned to Windstream for inspection and warranty in accordance with Windstream policy.

**12. Contractor Employees.**

- a) Contractor shall employ capable, experienced, reliable, and skilled people as required for the types of work to be performed. Windstream reserves the right to require the removal of any Contractor employee, Subcontractor or Subcontractor employee from the Project if, in the judgment of Windstream, such removal is necessary to protect the interest(s) of Windstream.
- b) Except as expressly stated otherwise herein, Contractor shall have the sole responsibility for the conduct of its employees and agents, including Subcontractors, and for payment of their entire compensation, including salary, withholding of income and social security taxes, worker's compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations towards all of its employees and agents, including Subcontractors, under all applicable laws.
- c) Each Party agrees not to hire any employee of the other with whom such Party has contact without the prior written permission of the other Party, both during such time as the performance of Services under a PSA is pending and thereafter continuing for a period of six (6) months. This provision shall not apply to (i) Contractor's employees who have been continuously assigned to full-time Windstream servicing activities in excess of twelve (12) consecutive months, (ii) employees of either Party responding to advertisements made at job fairs, through internal communications, or in media circulated to the general public at large, or (iii) former employees, agents, or Subcontractors of Contractor.
- d) In the event a dispute regarding payment arises between Contractor and a Subcontractor (which term shall include for these purposes any lower-tier subcontractors), and the Subcontractor threatens to file a lien against the Project, Contractor is responsible for taking all steps, including immediate payment of the disputed amount, to insure that a lien is not filed against the Project. Contractor's remedy shall be against the Subcontractor and not Windstream or the Project.

**13. Independent Contractor.**

It is expressly understood and agreed that Contractor is an independent contractor and that Windstream shall not be liable for any of the Contractor's acts or omissions in the performance of Services. Contractor represents and warrants that all persons it employs to do work for Windstream shall be employees of Contractor exclusively and at no time shall be authorized to act as agents, servants, or employees of Windstream. This agreement is a contractual relationship and nothing contained herein shall be construed or applied to create the relationship of employer and employee or principal and agent or master and servant between Windstream and Contractor or any of Contractor's subcontractors, their employees or other personnel.

**14. Supervision of Project(s).**

Contractor shall supervise and direct each Project using Contractor's best skills and attention, and Contractor shall be solely responsible for all construction means, methods, technique, sequences and procedures relating to each Project, and Contractor shall coordinate all portions of each Project under each PSA.

**15. Cooperation with other Contractors.**

Contractor agrees that Windstream may award separate contracts to other contractors to perform certain Services at a particular Project Site, and Contractor agrees to cooperate with such other contractors. Contractor also agrees to afford separate contractors a reasonable opportunity for the introduction and storage of materials and equipment at the Project Site.

**16. Time Frame for Work; Time is of the Essence.**

Contractor has the responsibility to meet the start and completion dates of the Project and milestones in the PSA, unless amended thereafter by Windstream. All times stated in the PSA are of the essence in the performance of this Agreement.

**17. Time Extensions.**

The time for completion of the Project set forth in the PSA shall be extended for a reasonable period of time for a delay due exclusively to causes beyond the control and without the fault of Contractor, including acts of God, and acts or omissions of Windstream with respect to matters for which Windstream is solely responsible. Contractor is responsible

for requesting from Windstream any extension in the time for completion of the Project and for fully documenting the justification for said extension. The exact amount of time granted for any extension shall be mutually agreed upon in writing between Windstream and Contractor.

#### **18. Liquidated Damages.**

Should Contractor fail to complete the Project within the time agreed upon, including any Windstream approved time extensions, then Windstream shall have the right to deduct from and retain liquidated damages out of such moneys which may be due or which may become due and payable to Contractor. Contractor acknowledges that Windstream's damages in the event of a delay in Project completion are difficult or impossible to determine. Therefore, the liquidated damages amount shall be the sum of (i) the amount necessary to allow Windstream to engage another contractor to timely complete the Project (as reasonably estimated by Windstream), and (ii) the amount of Windstream's other actual damages resulting from Contractor's failure to complete the Project by the agreed time. Such sum is agreed to be a reasonable estimate of Windstream's damages and is not intended as a penalty. If the amount due and to become due from Windstream to Contractor is insufficient to pay in full any such liquidated damages, Contractor shall promptly pay to Windstream the amount necessary to pay such damages in full. Windstream shall promptly notify Contractor in writing of the manner in which the amounts retained, deducted, or claimed as liquidated damages were computed.

#### **19. Time Sheets.**

Contractor shall furnish time sheets acceptable to Windstream of all work done, unless notified by Windstream that time sheets are not required. The time sheets shall be signed by the authorized representatives of Windstream and Contractor, and one copy of the time sheet shall be submitted by Contractor to Windstream. The time sheets shall be itemized in billing Windstream for work done.

#### **20. Protection of Persons and Property.**

- a) Precautions. Contractor shall at all times take reasonable precautions to protect the persons and property of others which may be on or adjacent to the Project Site from damage, loss, or injury resulting from performance under this Agreement by Contractor or any other party with whom Contractor may have subcontracted. Contractor shall not disturb or displace any protective items installed by others. Any property moved or damaged by Contractor during the course of performance of Services hereunder shall be returned or repaired by Contractor, at Contractor's expense, to Windstream's satisfaction.
- b) Clean Up. Contractor shall keep the Project Site and surrounding area free from accumulation of waste materials or rubbish. Upon completion of the Project, and prior to final payment, Contractor shall remove from and about the Project Site, all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials. Contractor shall dispose of all waste materials and rubbish in accordance with all applicable local, state, and federal laws, regulations and ordinances.
- c) Interruption of Utility Services. Except as otherwise may be provided in the PSA, all work shall be performed by Contractor without interruption to or interference with any utility services. Contractor shall identify the type and location of all utility services on, under, or near the Project Site. Contractor is responsible for all notifications to utility services prior to the commencement of work on the Project Site. Contractor shall defend, indemnify and hold harmless Windstream for any Losses arising from the interruption of, or damage to, utility services in breach of this Section 20(c).

#### **21. Use of Explosives.**

Contractor shall not use explosives in the performance of work under this Agreement without prior written approval of Windstream.

#### **22. Notification of Injury or Damage.**

Contractor shall promptly notify Windstream and any applicable third party administrator of claims of any injury, death, loss, or damage to persons, animals, or property which is in any way related to Services performed under this Agreement, even though such occurrence may not have been caused or contributed to by Contractor, its employees, or agents. At the start of the Project, Windstream will provide Contractor with contact information for any applicable third party administrator of claims.

**23. Inspection of Work.**

Windstream may maintain inspectors at the Project Site. After reasonable notice to Contractor, and to further assure compliance with the plans and specifications and maintain quality of work, Windstream may periodically perform operational tests on the Project or a portion or portions thereof selected by Windstream. Any work rejected by Windstream shall be promptly repaired or replaced by Contractor.

**24. Defects in Work.**

Contractor hereby represents and warrants to Windstream that all work shall be provided in a professional, workmanlike and timely manner, free of material defect and using only the highest professional standards while maintaining full compliance with Windstream's specifications and technical and security standards, practices and procedures (collectively, "Windstream Practices"). In addition to the foregoing, all of the required work shall be performed in accordance with the PSA. Windstream Practices may be modified from time to time at Windstream's discretion, and a copy of such modifications will be provided to Contractor at Contractor's request. It is Contractor's responsibility to understand and abide by all current Windstream Practices. Contractor shall correct at its expense all defects or deficiencies in Services which result from Contractor-furnished material, workmanship, or failure to follow the plans, drawings, or other specifications that are part of the PSA, which are discovered within one year from the date Services are accepted. Acceptance of Services by Windstream shall not constitute a waiver of any such defects or deficiencies. Windstream, at its option, may remedy such defects and deficiencies and Contractor shall pay Windstream's costs and expenses of making such corrections.

**25. Laws and Regulations.**

Contractor shall in addition to all other applicable laws and regulations, comply with the following regulations during the course of all Services done for Windstream:

- a) CFR TITLE 23 Highways (Manual on Uniform Traffic Control Devices)
- b) CFR TITLE 29 Labor (OSHA)
- c) CFR TITLE 40 EPA
- d) CFR TITLE 49 Transportation (Federal Motor Carrier Safety Regulations)
- e) CFR, TITLE 49, Parts 100-180 (Hazardous Materials)
- f) CFR, TITLE 49, Parts 382 & 390-399 USDOT (Federal Highway Administration Safety Regulations)
- g) Federal Communications Commission OET Bulletin 65 (Edition 97-01) (Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields)
- h) Other (Identify)

Contractor shall also comply with all federal, state, local, and municipal laws, ordinances and regulations applicable to vehicle and drivers, the performance of Services, the transportation, storage, handling, and disposal of all material used in the performance of Services, and give all notices that may be required. Contractor shall obtain a copy of regulations or permit requirements from the proper authority and make all employees aware of these regulations. Contractor shall supply all traffic control devices as required by federal and state regulations. Contractor agrees to abide by all federal and state laws and regulations relating to privacy, secrecy, confidentiality, and non-disclosure of information.

**26. Taxes and Licenses.** Contractor shall at its expense:

- a) pay all taxes required by law in connection with this Agreement or any PSA awarded to Contractor, including sales, use, storage, and similar taxes,
- b) secure all licenses and permits, pay all charges and fees, and give all notices necessary for the due and lawful prosecution of Services and/or furnishing of materials, except those itemized in any specifications or other addenda to this Agreement or exhibits as being provided by Windstream, and

- c) provide evidence of compliance with this provision at Windstream's request.

## 27. OSHA Compliance.

- a) Contractor shall have full responsibility for following all the requirements of the Occupational Safety and Health Act of 1970 ("the Act") and all regulations issued under the Act, any other applicable safety procedures, and other such laws, regulations, customs, and practices as may be applicable for proper completion of work under this Agreement, without any recourse to Windstream for additional costs or time because of these requirements. Contractor agrees that it is familiar with the Act and regulations issued under the Act and all of the other laws, regulations, customs, and practices referred to above. Contractor further agrees that Windstream is not in a position to create, control, or abate any hazards associated with Services of Contractor and that Windstream is not in a position to identify any hazards associated with Services. Contractor further agrees that Windstream is relying upon Contractor to take all reasonable steps necessary to avoid or abate any hazards associated with Services. In connection therewith, Contractor will complete and sign the attached **Exhibit C - Contractor Safety Checklist**.
- b) Contractor shall designate at least one responsible member of Contractor's organization whose duty shall be to ensure that the Act and the regulations issued under the Act and all other laws, regulations, customs, and practices referred to above are followed and that all reasonable steps necessary to avoid or abate any hazards associated with Services are taken.
- c) Contractor agrees and represents that it has developed and implemented a written safety program that complies with the Act and all regulations issued under the Act and which covers Services to be performed under this Agreement. Contractor further agrees and represents that its written safety program is enforced.
- d) Contractor agrees that no unauthorized persons, including representatives of government agencies, shall be allowed to enter a Project Site without prior notice and approval of Windstream.
- e) Contractor agrees to defend, indemnify and hold harmless Windstream for all Losses related to citations and complaints arising under or connected with the Act and the regulations issued under the Act or any of the other laws, regulations, customs, and practices referred to above. Contractor agrees to defend Windstream against such citations and complaints at Windstream's election and to reimburse Windstream for all penalties, fines, costs, and attorneys' fees incurred by Windstream as a result of such citations and complaints.
- f) Contractor agrees to indemnify and hold harmless Windstream for all Losses, including workers' compensation costs, sustained by Windstream as a result of any injury to any of Windstream's employees resulting from the negligence, recklessness, or willful misconduct of Contractor.
- g) Contractor further agrees to indemnify and hold harmless Windstream from any Losses arising from claims, demands and complaints made by any employee of Contractor against Windstream based upon or arising out of any injury or illness allegedly suffered by such employee or out of any condition or hazard associated with such employee's work for Contractor and/or contact with Windstream. Such indemnification includes the duty to pay Windstream's attorneys' fees, expert fees, and costs of defense.
- h) If there is a conflict between this Section 27 and any other provision of this Agreement, this Section 27 shall govern.

## 28. Performance and Payment Bond.

Windstream may require that Contractor provide Windstream a Performance and Payment bond with a surety listed by the United States Treasury Department as an Acceptable Surety.

## 29. Insurance.

- a) Contractor shall obtain and maintain, in full force and effect until the completion of Services and operations covered by this Agreement, such minimum insurance as will cover the obligations and liabilities of Contractor, its agents, and its employees which may arise from the operations under this Agreement. Insurance shall have limits of at least:
- i) Commercial General Liability (CGL) policy of minimum limits of:

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General Aggregate	\$ 3,000,000 per occurrence
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Each Occurrence	\$ 2,000,000 per occurrence
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The policy will be endorsed to show above aggregate limits applying to "each" Project site and will specifically state coverage applies to all operations conducted by Contractor, its employees, or agents on behalf of Windstream or subsidiary.

Where the performance of Services involves structural property, underground property, or blasting, Contractor's Commercial General Liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this Agreement for property damage to include environmental liability (1) arising out of blasting, (2) arising out of collapse of, or structural injury to, any building or structure or (3) to underground facilities and utilities. As an alternative to pollution liability in the CGL policy, a separate Contractor's Pollution Legal Liability Policy with equivalent limits is acceptable

Other general liability forms are acceptable in lieu of the Commercial General Liability Form; however they are not to be used without written approval from Windstream's Risk Management Department.

ii) Business Automobile Liability policy with minimum limits of:

Bodily Injury	\$ 2,000,000 per accident
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Property Damage	\$ 2,000,000 per accident
OR	

Combined Single Limit	\$ 2,000,000 per accident
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The policy will be issued using symbol "1 - any auto" coverage.

iii) Workers Compensation:

Part A - Medical Benefits	Statutory
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Part B - Employer's Liability	\$1,000,000
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The policy will show the state in which operation on behalf of Windstream and/or subsidiary is being conducted. For operations conducted within monopolistic (state fund) states, Contractor will furnish a certificate of compliance from the appropriate state fund administrator.

iv) Errors & Omissions (for professional services):

General Aggregate	\$2,000,000 per policy period
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Per Claim	\$2,000,000
OR	

General Aggregate	\$2,000,000 per policy period
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Per Occurrence	\$2,000,000
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- b) In each and every policy of Section 29(a) above, Windstream Supply, LLC and its subsidiaries shall be named an "additional insured" with respect to activities performed on behalf of Windstream and its subsidiaries.
- c) Coverage provided by the policies listed in this Section 29 will be issued by an insurance company, acceptable to Windstream, licensed in the state in which operations on behalf of Windstream are to be conducted. It is acceptable to use both primary and excess/umbrella policies to obtain necessary limits.
- d) If requested, Contractor will furnish to Windstream a certificate evidencing insurance coverage under subsections (i), (ii), (iii) and (iv) of this Section 29(a) above. Contractor or Contractor's insurers shall provide for a thirty (30) day prior notice to Windstream of any cancellation or material changes in coverage. Failure to provide



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a Certificate of Insurance, if requested, may result in the immediate termination of this Agreement and any PSAs.

e) Contractor shall submit the following information in regard to its insurance coverage by filling in the blanks below:

- Policy Provider: XL Insurance America, Inc
- Policy Number: CGD740933703
- Broker Contact Information: \_\_\_\_\_  
Name: Willis of Minnesota, Inc.  
Address: 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230  
Phone: 877-945-7378
- Point of contact for insurance questions  
Name: Peter Williams  
Phone: 320-9632874  
Email: pwilliams@mpnexuslevel.com
- Dates of coverage: 8-31-2017 – 8-31-2018
- Contractor has a duty to promptly update information upon change. All updates are to be submitted to:  
Windstream Risk Management  
4001 Rodney Parham Road  
Little Rock, AR 72212



f) The provisions of sub-sections (i), (ii), (iii) and (iv) of Section 29(a) shall also apply to all Subcontractors, and Contractor shall be responsible for their compliance.

**30. Indemnification.**

- a) Contractor shall indemnify, defend and hold harmless Windstream and its Affiliates and each of their respective officers, directors, agents and employees (collectively referred to herein as the "Windstream Indemnitees") from and against any and all Losses which may in any manner whatsoever arise out of (i) the negligence or intentional misconduct of Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees, (ii) Contractor's use of Subcontractors' services, (iii) Contractor's misrepresentation of any facts to Windstream, (iv) Contractor's warranties, covenants, and agreements set forth in this Agreement or a PSA and (v) the performance or non-performance of Services herein contracted, whether such claims, actions or causes of action are alleged to be the results of any act, omission, neglect or misconduct by Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees or any or all of them, regardless of the fact that Services may have been completed and accepted by Windstream and Contractor may have received payment for Services.
- b) Without limiting Section 30(a), Contractor shall indemnify, defend and hold harmless Windstream Indemnitees from and against any and all Losses arising out of, resulting from or relating to any claim, action or cause of action for death or bodily injury or damage to property suffered by any person, entity or enterprise as a result of any act, omission, neglect or misconduct by Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees or any or all of them, or any third party, regardless of the fact that Services may have been completed and accepted by Windstream and Contractor may have received payment for Services.
- c) Without limiting Section 30(a), Contractor shall indemnify, defend and hold harmless Windstream Indemnitees from and against any and all Losses arising out of, resulting from or relating to any claim, action or cause of action for infringement, misappropriation or violation of any patent, trademark, service mark, trade secret, know-how or other intellectual property right by any person, entity or enterprise arising out of a result of Contractor's performance of the Services, regardless of the fact that Services may have been completed and accepted by Windstream and Contractor may have received payment for Services.

**31. Nondiscrimination.**

Unless exempt under the rules and regulations of the Secretary of Labor or other proper authority, this Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. The Parties hereto shall not discriminate in their employment practices against any person by reason of race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability, and agree to comply with the provisions of said laws and orders to the extent applicable in the performance of work or furnishing of services, materials, or supplies hereunder.

**32. Assignment.**

Contractor shall not assign, transfer or subcontract this Agreement or any part thereof, or enter into any agreement with any person, firm or corporation for performance of Contractor's obligation hereunder, or any part of such obligations, without the prior written approval of Windstream.

**33. Termination or Suspension.**

- a) Suspension/Termination for Cause. Windstream may interrupt, discontinue or halt any portion or all work on a Project being performed under this Agreement and may also, without prejudice to any other right or remedy it may have, terminate this Agreement and any or all PSA(s) in whole or in part, immediately upon verbal notice followed by a written notice to Contractor within seven (7) business days, for:
- i) Contractor's failure or refusal to perform Services or maintain the Project schedule;
  - ii) Contractor's abandonment of the Services or Project;
  - iii) Contractor's failure to pay its own employees, laborers, subcontractors and suppliers as required by law, contract or prompt payment statute.
  - iv) Contractor's submission of any payment request, invoice, waiver of lien, affidavit or other sworn statement, or other Project document that is materially or intentionally false.
  - v) A delay in Services occurs by reason of strike, lockout or operation of law, whether or not Contractor is excused by reasons of such delay;
  - vi) Contractor is brought into bankruptcy proceedings, whether voluntary or involuntary, or makes an assignment for the benefit of its creditors, becomes insolvent, or has a material adverse change in its financial condition;
  - vii) Contractor exposes Windstream to liability for damages for personal injury or property damage; or
  - viii) Any other material breach by Contractor of this Agreement or a PSA.

If Windstream terminates the Agreement under this Section 33(a), Windstream may take over the materials, tools and appliances purchased from Windstream at Windstream's Affiliate cost for use in Services, and Windstream may complete Services under the Agreement in whatever manner it chooses or deems most expedient. Where Windstream completes Services under the Agreement, Contractor shall not be entitled to further payments or compensation under the Agreement (the "Unpaid Balance") until Services are completed by Windstream. If the Unpaid Balance exceeds Windstream's cost and expense of completing the Services, the excess shall be paid to Contractor. If Windstream's cost and expense exceeds the Unpaid Balance, Contractor shall pay the difference to Windstream. The completion of Services by Windstream shall not terminate any other obligation of Contractor under the Agreement. If Windstream terminates this Agreement under this Section 33(a), Windstream may exercise any rights, claims, or demands, to the extent of its interest in materials furnished, which Contractor has against any third party in connection with the Agreement, and Contractor does hereby assign, transfer, and set over unto Windstream all such rights, claims, and demands. Windstream's exercise of its termination right is without prejudice to any other rights or remedies available to it under contract or at common law.

Contractor understands and agrees that Windstream's Affiliate costs and any terms of purchase and sale from Windstream that are disclosed to Contractor are confidential. Given the nature of the information and the competitive damage that would result to Windstream and its Affiliates if information contained therein is disclosed to any third party, Contractor acknowledges that money damages would not be a sufficient remedy for any such breach of the Agreement by Contractor, its agents or employees. Accordingly, in addition to all other remedies, Windstream shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without the securing or posting of any bond.

- b) Termination for Convenience. Windstream may terminate this Agreement and all PSAs, or any individual PSA, in whole or in part, in its sole discretion, at any time for any reason or no reason, for its convenience, by first giving verbal notice of the effective date of termination, followed by written confirmation of said termination date to Contractor within seven (7) business days.

- c) Payment upon Termination. If this Agreement and all PSAs or any individual PSA is terminated by Windstream, Contractor shall be entitled to receive payment for any satisfactory work completed on such Project prior to the effective date of such termination.
- d) Suspension. In Windstream's sole discretion, Windstream may suspend the term of the PSA for such Project upon ten (10) days prior written notice to Contractor, for a period up to a maximum of three (3) months. If a PSA is suspended by Windstream as provided in this Section 33, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such Project prior to the effective date of such suspension.

#### **34. Effect upon Termination or Suspension.**

Upon any termination or suspension of this Agreement as herein provided, Contractor shall:

- a) discontinue all services hereunder as of the effective date of such termination or suspension;
- b) complete any work Windstream directs it to perform before the effective date of the termination or suspension;
- c) Take all steps required or directed by Windstream to protect and preserve any work in progress;
- d) transfer and deliver to Windstream, in the manner and at the time directed by Windstream, all of its right, title, and interest in and to completed and uncompleted work, supplies, materials and all contracts, subcontracts, guaranties, books, papers, records, plans, specifications, drawings, surveys, schedules, reports and all other property and data produced as a part of or acquired in connection with the performance of Contractor's obligations under this Agreement and the PSAs;
- e) in the event of early termination of this Agreement, or any PSA, take all action necessary to assure an orderly transition between Contractor and such other party as may be retained by Windstream to complete the development of the Projects on behalf of Windstream, including, without limitation, timely and complete departure from the Project Sites; and
- f) if applicable, return or destroy any Windstream data or confidential information as requested by Windstream.

#### **35. Facilities and Information Security.**

##### **FACILITIES**

- a) To the extent that Contractor may require access to Windstream premises, Contractor will comply with all Windstream security procedures and rules with respect to access to Windstream premises and use of facilities.

##### **INFORMATION SECURITY REQUIREMENTS**

- b) These information security requirements shall apply in the event Contractor shall connect to Windstream's networks or obtain, from any source, Windstream data in the performance of duties and obligations under this Agreement. For purposes of this provision, Windstream data includes, but is not limited to, information protected by the Mutual Non-Disclosure Agreement (including, but not limited to, personally identifiable information and customer proprietary network information), any information marked "Private" or "Confidential", non-public business information, non-public information which is commercially valuable, proprietary, privileged or personal, the unauthorized disclosure of which could adversely impact Windstream and/or its employees (for example, competitively, by waiver of legal privilege, monetary loss, or violation of law or privacy right) and any data the unauthorized disclosure of which could cause harm to Windstream or to the individual to whom the information pertains.

- i. Information Security Management. Contractor shall have a security policy approved by Contractor's senior management that contains: (a) guidance to and training for its personnel to ensure the confidentiality, integrity, and availability of information and systems maintained or accessed by Contractor and/or its subcontractors with penalties or sanctions for non-compliance; (b) change control processes and procedures; (c) incident detection and management; (d) express instructions regarding the steps to take in the event of a compromise or breach; (e) backup processes sufficient to keep detailed, accurate and up-to-date accounts and records, including computer logs, of all information security activities carried out, and all costs and expenses incurred in the performance of its information security policy; and (e) commercially reasonable standards and procedures to address the configuration, operation, and management of systems and

networks, which shall include use of state-of-the-art, commercial or professional-grade (i) security controls, (ii) identification and patching of security vulnerabilities on a commercially reasonable schedule, and (iii) anti-virus software.

ii. Adherence to Windstream Information Security Standards/Protocols. If Contractor has access to any Windstream systems or its network, Contractor shall adhere to general Windstream information security standards/protocols and Windstream's "Third Party Network Connection Policy," as may be reasonably specified by Windstream to Contractor in writing from time to time. Contractor shall only use any network connection for the specific lawful business purposes outlined in this Agreement and will allow only authorized employees, representatives or agents to access the network connection. Contractor shall be solely responsible for ensuring that such employees are not security risks and shall: (a) maintain commercially reasonable technology controls to protect the network connection, including firewalls, anti-virus software, security monitoring and alerting systems (i.e., intrusion detection systems); (b) provide a business environment that is staffed and managed twenty-four (24) hours, seven (7) days a week, and supported by operations procedures, and (c) implement and maintain remote access solutions for personnel that are designed and audited in conformity with industry best practices.

iii. Notice of Claims. By telephone with written follow-up, Contractor shall notify Windstream of the following events as soon as practicable after the event: (a) suspected breaches or compromises or threats against Windstream data or Contractor's systems or networks that directly or indirectly support Windstream data; (b) any law enforcement or administrative investigation or inquiry into suspected misuse or abuse of Contractor's systems or network; and, (c) Contractor's non-compliance with this Agreement.

iv. Information Security Assessments and Audits; Remedial Action. Contractor shall permit information security assessments to be performed by Windstream or its agents on Contractor and/or its subcontractor's networks, services, software, data, or equipment. Additionally, if Contractor retains an independent third-party auditor to perform audits or assessments of Contractor's information security procedures and systems, Contractor shall also provide Windstream with a copy of any final reports or analyses prepared by such third party. In the event of the identification of any material security-related risk to Windstream's data, Contractor and/or its subcontractor shall take such remedial action as Windstream may reasonably request based on industry best practices, at no additional charge to Windstream.

### 36. Proprietary Rights.

- a) Contractor and its employees and agents hereby assign, cede, and grant to Windstream all rights to possession of, and all right, title, and interest in the work products created under this Agreement, in whatever form or medium captured, and in and to all physical and electronic materials, reports, papers, documents (including drawings), manuals, programs, listings, software, and ideas, hereinafter referred to as "Products", and copies, abstracts, and summaries thereof, which may come into their possession in any manner by reason of Project assignment under this Agreement. Contractor shall promptly disclose to Windstream any Products known to it or its employees by reason of Project assignment under this Agreement, and all such Products that are not modifications or enhancements to Contractor-owned software shall be deemed to be works made for hire exclusively for Windstream, with Windstream having sole ownership of such Products and the sole right to obtain and to hold in its own name patents, copyrights, or such other protection as Windstream may deem appropriate to the subject matter, and any extensions or renewals thereof. Contractor agrees to give Windstream or any person designated by Windstream, at Windstream's expense, all assistance reasonably required to perfect the rights hereinabove defined, including the procurement, at Windstream's request, of written assignments and title commitments in a form acceptable to Windstream from all employees and agents assigned hereunder. The provisions of this Section do not apply to any material previously belonging to Contractor or lawfully acquired by Contractor in a manner independent of this Agreement which are used by Contractor in the performance of Services hereunder. All Products will be considered works made for hire and are and will constitute valuable trade secrets of Windstream.
- b) Contractor further acknowledges that Windstream would neither enter into Contractor Agreement nor permit the involvement of Contractor in the Project unless Windstream were assured that all such proprietary information would be held in confidence by Contractor. Contractor will hold the proprietary information in strictest confidence. Contractor will take reasonable security precautions to safeguard the proprietary information from theft or access by unauthorized persons and will not, directly or indirectly, for any reason, disclose or divulge any proprietary information to any person other than to Windstream and its employees.
- c) If Contractor becomes aware of any unauthorized possession or use of proprietary information, he or she will promptly notify Windstream, in writing, of the nature of such unauthorized possession or use. Contractor will not

utilize or cause or permit to be utilized the proprietary information, for his or her own benefit or for the benefit of any person or entity other than Windstream.

Notwithstanding the foregoing, proprietary information will not include any information that is: (i) in the public domain at the time of disclosure or (ii) lawfully obtained by a third party.

### 37. Taxes.

Contractor further acknowledges that it is responsible for the payment of any and all local, state, and federal taxes that may become due as a result of compensation received for services rendered and products purchased under this Agreement.

### 38. Miscellaneous.

- a) Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS, USA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION IN PULASKI COUNTY, ARKANSAS, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS. The Parties hereto expressly exclude the application of any non-United States laws and the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction that may be entered into between the Parties in connection with this Agreement.
- b) Effects of Headings. Headings to articles and sections of this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
- c) Non-waiver. No waiver of any provisions of this Agreement and no consent to any default under this Agreement by Windstream shall be effective unless the same shall be in writing and signed by or on behalf of Windstream. No course of dealing or failure of Windstream to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by Windstream of any default by Contractor shall not be deemed a waiver of any other default.
- d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute only one document. Signatures on this Agreement which are exchanged by facsimile or other electronic means are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as original signatures.
- e) Notices. All notices, requests, demands, or other formal communications hereunder, including notices of change of address, shall be in writing, and either personally delivered, sent by certified mail or overnight mail by a nationally recognized courier, (1) if to Windstream, to the Windstream Procurement Department with a copy to the Windstream Legal Department at the addresses following this paragraph, and (2) if to Vendor, to the physical address first set forth above to the attention of the department, group, or section with which Windstream is then currently dealing or to the address listed below. Notices will be deemed effective upon personal delivery or three (3) business days after mailing if sent by certified mail, or the next business day if sent overnight mail by a nationally recognized courier.

If to Windstream: Windstream Supply, LLC  
Attn: Procurement Contract Administrator  
13560 Morris Road  
Milton, GA 30004

With a copy to: Windstream Communications, LLC.  
Attn: Legal Department  
4001 Rodney Parham Rd  
Mailstop: 1170-B1F03-71A  
Little Rock, AR 72212

If to Contractor: MP Nexlevel, LLC  
Attn: Contracts  
9938 State Highway 55 NW  
Annandale, MN 55302

Either Party may change its address by notice given to the other Party in the manner set forth above. All notices shall be effective upon receipt, or upon attempted delivery where proper delivery was refused or rejected.

- f) Construction; Severability. This Agreement has been negotiated by the Parties and their respective legal counsel and will be fairly interpreted in accordance with its terms and provisions and without any strict construction in favor of or against either Party. If any term or provision of this Agreement is found by a court of competent jurisdiction or by order of any regulatory agency to be invalid, illegal or otherwise unenforceable, the same shall not affect any of the other terms or provisions of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and undertakings of the Parties set forth in the remainder of this Agreement.
- g) Counterparts. This Agreement may be executed in counterparts including facsimile or electronic mail, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument. If signed by facsimile or electronic mail, the Parties agree to follow with a signed original document.
- h) Entire Agreement; Amendment. The making, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement, along with all PSAs, exhibits and addenda entered into by the Parties during the Term of this Agreement or any renewal thereof, constitutes the entire and only agreement between the Parties relating to the Project and subject matter addressed in this Agreement and supersedes all previous communications, understandings and agreements, oral or written, between the Parties with respect to the Project and subject matter hereof. The terms of this Agreement shall supersede any printed terms and conditions that may be printed on the reverse side of a purchase order.
- i) Survival. Any term of this Agreement which by its nature extends beyond expiration or termination of the Agreement, shall remain in effect until fulfilled and shall apply to respective successors and assigns.
- j) No Third Party Beneficiary. This Agreement is entered into by and between, and may be enforced only by, the Parties, and this Agreement shall not be deemed to create any rights in third parties (other than the Parties' permitted successors and assigns and any persons, entities and enterprises entitled to indemnity hereunder), including suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

### 39. Waiver of Consequential Damages.

IN NO EVENT SHALL WINDSTREAM, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY), PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT OR OTHERWISE, BE LIABLE TO CONTRACTOR FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF REVENUE, OR COST OF CAPITAL, OR DOWNTIME COSTS, OR LOSS OF ANY OTHER ECONOMIC BENEFIT, EVEN IF WINDSTREAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS ON DAMAGES SET FORTH IN THIS AGREEMENT ARE AGREED ALLOCATIONS OF RISK.

### 40. Compliance with Laws; Federal Government Contracting.

- (a) Compliance Clauses. Each Party shall, at its own cost and expense, perform its obligations under this Agreement in compliance with all applicable laws to which a Party is subject. As a supplier to the U.S. Government, Windstream is required by U.S. Government Regulations to require that all Windstream vendors, suppliers, contractors, and licensors comply with the following additional clauses: 48 CFR 52.225-13 Restrictions on Certain Foreign Purchases (Feb. 2006); and 48 CFR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels (Feb. 2006). For all vendor, supplier, contractor, and licensor contracts over \$10,000, the following general terms additionally apply: 48 CFR 52.222-21 Prohibition of Segregated Facilities (Feb. 1999) and 48 CFR 52.222-26 Equal Opportunity (Mar. 2007). For all vendor, supplier, contractor, and licensor contracts over \$15,000, 48 CFR 52.222-36 Affirmative-Action for Workers with Disabilities (Oct. 2010) shall apply. For all vendor, supplier, contractor, and licensor contracts over \$100,000, the following general terms additionally apply: 48 CFR 52.219-8 Utilization of Small Business Concerns (May 2004) (in all subcontracts allowing further subcontracting with third parties by the vendor, supplier, contractor or licensor); 48 CFR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2010); 48 CFR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (July 2011); and 48 CFR 52.203-6 Restrictions on Subcontractor Sales to the Government (Sept. 2006). For contracts over \$650,000 (\$1,500,000 for construction) that allow the vendor, supplier, contractor, or licensor to further subcontract with third parties, 48 CFR 52.219-9 Small Business Subcontracting Plan (Oct. 2010) shall also apply.
- (b) Small Business Subcontracting Plan. Pursuant to 48 CFR 52.219-9 Small Business Subcontracting Plan (Oct. 2010), if applicable, upon request by Windstream, a vendor, supplier, contractor or licensor whose contracts with Windstream (i) will total at least \$650,000 (\$1,500,000 for construction) and (ii) allow the vendor, supplier, contractor, or licensor to further subcontract with third parties, shall submit to Windstream a written Small Business Subcontracting Plan ("Subcontracting Plan") that complies with the requirements of 48 CFR 52.219-9 and addresses subcontracting with small business concerns, including small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses. The Subcontracting Plan shall become an exhibit attached to this Agreement and incorporated herein by this reference. If a Subcontracting Plan is required under this Section, Windstream shall have the right, in its sole discretion, to terminate this Agreement, on written notice, if Contractor fails to properly submit or follow a Subcontracting Plan. Additionally, Contractor agrees to indemnify Windstream for any damages, of whatever nature, Windstream is required to pay under 48 CFR Part 52 if those damages result from Contractor's failure to properly submit or follow a Subcontracting Plan.
- (c) **To the extent not exempt, Contractor (as well as any subcontractors) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability and prohibit discrimination against employees or applicants for inquiring about, discussing or disclosing employee or applicant compensation. To the extent not exempt, Contractor (as well as any subcontractors) shall also abide by the requirements of Executive Order 13496 and the Employee Notice clause, 29 CFR § 471.2(b) and Appendix A to Subpart A of Part 471, regarding notification of employee rights under federal labor law.**

#### 41. Windstream Supplier Code of Ethics.

Windstream is committed to conducting business in a manner that is ethical, and Windstream requires all suppliers to be ethical and honest, comply with all applicable laws and regulations, and avoid any appearance of impropriety or conflict of interest. Accordingly, Contractor warrants that it shall at all times comply with the Windstream Supplier Code of Ethics, which can be accessed here: <http://windstream.com/About-Us/Suppliers/>.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed below by their duly authorized representatives.**


B and C to Objection to Notice of Assumption and Assignment Pg 104 of 134  
MP Nextlevel, LLC

Windstream Supply, LLC

Contractor Name

Company Name

BY:   
9D5CEA4A89BC4E5...

BY:   
DDFEB28E7A5A49F...

Paul Decker

Regional Vice President

Bob Gunderman

CFO

Printed Name and Title

Printed Name and Title

7/19/2018

7/19/2018

Date

Date





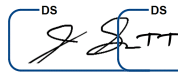






















**FINAL ACCEPTANCE CERTIFICATE**

In compliance with the terms and conditions of the Master Contractor Agreement between Windstream Supply, LLC, on behalf of itself and its Affiliates (collectively "Windstream") and \_\_\_\_\_ ("Contractor"), Windstream, accepts the work completed and certifies that the Project has been completed in substantial compliance with the specifications set forth in the [INSERT NAME OF APPLICABLE PSA] \_\_\_\_\_.

FINAL COMPLETION DATE: \_\_\_\_\_

Contractor acknowledges that this Final Acceptance Certificate shall not constitute a waiver by Windstream of any incomplete, faulty or defective work discovered after the date of the Final Acceptance Certificate, terms and warranties set forth in the Master Contractor Agreement or PSA, failure of the work to comply with a PSA, or Contractor's liability for unsettled or unpaid liens appearing after the date of the Final Acceptance Certificate.

Acknowledged:

Accepted:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Windstream Company Name

**BY:**

**BY:**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PARTIAL ACCEPTANCE CERTIFICATE**

In compliance with the terms and conditions of the Master Contractor Agreement between Windstream Supply, LLC, on behalf of itself and its Affiliates (collectively "Windstream") and \_\_\_\_\_ ("Contractor"), Windstream hereby accepts the work completed as of \_\_\_\_\_, 20\_\_\_\_, and certifies that the work completed as of that date is in substantial compliance with specifications set forth in the [INSERT NAME OF APPLICABLE PSA] \_\_\_\_\_ for "Milestone ( )" of the Project.

Acknowledged:

Accepted:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Windstream Company Name

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACTOR SAFETY CHECKLIST**

This checklist may be completed and signed by the Contractor and reviewed by Windstream prior to Windstream executing the Agreement.

1.	Name and telephone number of the Contractor's executive officer	
2.	Contractor's compliance identification numbers (e.g. federal, state DOT number, state fuel tax, and/or state registration numbers)	
3.	Contractor's DOT compliance safety rating - This is only applicable for firms who drive or own vehicles that would be regulated by the Federal or State Departments of Transportation. Indicate whether federal or state rating.	
4.	Has the Contractor been inspected or received any citations from a Governmental agency in the last 3 years? Yes or No	
5.	Has your firm been investigated, reviewed or inspected by the EPA, IRS, OSHA, etc.? Yes or No	
	If yes, attach a separate sheet explaining and itemizing each issue.	
6.	Where are the Contractor's OSHA 300/101 forms maintained? Certain firms are required by law to maintain OSHA 300/101 forms. (Accident logs, Incident reports) If your firm is required, please enter the location of these forms.	
7.	Is the Contractor familiar and in compliance with federal, state and local codes, laws, and other regulations, which affect services that may be performed for Windstream? Yes or No	
8.	Is the Contractor familiar and in compliance with the Federal Motor Carrier Safety Regulations? Yes or No	
	(If no, explain in the Comments section below)	
9.	Is the Contractor familiar and equipped to comply with the manual on Uniform Traffic Control Devices? Yes or No	
	(If no, explain in the Comments section below)	
10.	Has the Contractor conducted all required safety training and does the Contractor have in place all required safety programs, records, and training applicable to services that may be performed for Windstream? Yes or No	
11.	<b>By signing below, I certify that I have received a copy of the Windstream Pocket Safety Guide, and that Contractor is in compliance with the rules and regulations therein.</b>	
Contractor Company Name:		
	Contractor's Executive Officer:	
	Signature	
	Date	
<b>Comments:</b>		



# CERTIFICATE OF LIABILITY INSURANCE

 Pg 108 of 134  
 DATE (MM/DD/YYYY)  
 08/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT</b> NAME: PHONE (A/C, NO, EXT): <b>877-945-7378</b> FAX (A/C, NO): <b>888-467-2378</b> E-MAIL: <b>certificates@willis.com</b> ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: <b>XL Insurance America, Inc.</b> NAIC #: <b>24554-001</b> INSURER B: <b>Greenwich Insurance Company</b> <b>22322-001</b> INSURER C: <b>Lexington Insurance Company</b> <b>19437-000</b> INSURER D: <b>XL Specialty Insurance Company</b> <b>37885-001</b> INSURER E: <b>American Zurich Insurance Company</b> <b>40142-001</b> INSURER F:
<b>INSURED</b>  MP Nexlevel, LLC 500 County Road 37 East Maple Lake, MN 55358	

**COVERAGES**
**CERTIFICATE NUMBER: 25612261**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CGD740933703	8/31/2017	8/31/2018	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b>
							MED EXP (Any one person) \$ <b>25,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CAD740926904	8/31/2017	8/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			015681347	8/31/2017	8/31/2018	EACH OCCURRENCE \$ <b>1,000,000</b>
							AGGREGATE \$ <b>1,000,000</b>
							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWD740926704	8/31/2017	8/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ <b>1,000,000</b>
D				CWR740927104	8/31/2017	8/31/2018	E.L. EACH ACCIDENT \$ <b>1,000,000</b>
D							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
E	<b>Contractor's Equipment</b> <b>Leased/Rented Equipment</b>			CPP0146054-01	8/31/2017	8/31/2018	\$15,000,000 \$500,000 Limit Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Umbrella liability is excess of General Liability, Automobile Liability and Employers Liability.

See Attached

**CERTIFICATE HOLDER**
**CANCELLATION**

Windstream Communications, Inc. Its Subsidiaries and Affiliates Attn: Contracts Administration 13560 Morris Road Alpharetta, GA 30004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

LOC#: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY <b>Willis of Minnesota, Inc.</b>		NAMED INSURED <b>MP Nexlevel, LLC</b> <b>500 County Road 37 East</b> <b>Maple Lake, MN 55358</b>	
POLICY NUMBER <b>See First Page</b>		EFFECTIVE DATE: <b>See First Page</b>	
CARRIER <b>See First Page</b>	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: **25** FORM TITLE: **CERTIFICATE OF LIABILITY INSURANCE**

Professional/Pollution Liability  
 Carrier: Indian Harbor Insurance Company  
 Policy Number: CEO742015503  
 Effective Date: 8/31/2017  
 Expiration Date: 8/31/2018  
 Combined Limits  
 Prof Liab (Claims Made): \$5,000,000 per Wrongful Act  
 Poll Liab (Occurrence): \$5,000,000 Aggregate Limit

Umbrella Liability coverage applies over General Liability (H11PC3000500), Auto Liability (AS2641443651031) and Employer's Liability (WC7641443651011 & WC7641443651021).

It is agreed that Windstream Communications, Inc. and its subsidiaries are included as Additional Insureds as respects to General Liability and Auto Liability if required by written contract or agreement.

## Master Contractor Agreement

Windstream Contract Number 151104N2

This Master Contractor Agreement ("Agreement"), effective July 3rd, 2018 (the "Effective Date") made and entered into by and between Windstream Supply, LLC, 13560 Morris Road, Milton, GA 30004, on behalf of itself and its Affiliates (collectively, "Windstream"), and MP Nexlevel, LLC, having an address of 500 CR 37 E, Maple Lake, MN 55358 ("Contractor"), is entered into as of the Effective Date and provides terms and conditions for the provision of Services (as defined below) by Contractor to Windstream. The scope of the Services and related requirements and specifications with respect to all Projects (as defined below) performed by Contractor for Windstream hereunder shall be described in writing in a statement of work, purchase order, work order, change order, plant maintenance request, emergency service request, JobTrac report, buried drop tool or a quote system report generated through Windstream's web-based procurement of infrastructure network contractor services ("PINCS") system or a similar successor system (each, a "Project Scope Agreement" or "PSA"). Each PSA shall become a part of this Agreement. Terms and conditions in a PSA shall supersede and replace any conflicting terms and conditions in this Agreement for only the specific project assignment defined in the PSA. All PSAs, exhibits and amendments to the Agreement, together with the terms and conditions of this Agreement, shall constitute and be construed as the Agreement.

### Definitions.

Except as otherwise specified herein, the following terms have the meanings set forth below for all purposes of this Agreement, including each PSA (as defined herein), and the definitions of such terms are equally applicable to both the singular and plural forms of such terms.

"Affiliates" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise. "Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any person, entity, or enterprise, the power, directly or indirectly, either to (i) vote a majority of the voting shares or other voting interests in such person, entity, or enterprise for the election of directors or other governing body of such person, entity, or enterprise or (ii) direct or cause the direction of the management and policies of such person, entity, or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

"Confidential Information" shall have the same meaning as set forth in the Mutual Non-Disclosure Agreement.

"Final Acceptance Certificate" shall mean the form attached hereto as **Exhibit A**, which may be executed and delivered by Windstream to Contractor upon final completion of a Project.

"Loss" or "Losses" shall mean all losses, liabilities, damages, demands and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).

"Milestone Date" shall mean the date agreed to by Windstream and Contractor as the deadline for the completion of a particular phase of each Project.

"Mutual Non-Disclosure Agreement" shall mean that agreement, pertaining to the duties and obligations of the Parties with respect to Confidential Information, entered into by and between the Parties prior to or contemporaneously with the Agreement.

"Partial Acceptance Certificate" shall mean the form attached hereto as **Exhibit B**, which may be executed and delivered by Windstream to Contractor upon completion of phases of a Project or successful completion of work identified by Milestone Dates.

"Party" or "Parties" shall mean Windstream, Contractor, or both.

"Project" shall mean each undertaking designated by and agreed to by Windstream and Contractor under which Contractor shall perform all of the work in substantial compliance with the agreed upon specifications set forth in a PSA.

"Project Completion Notification" shall mean the written notification from Windstream upon completion of a Project.

"Project Site" shall mean the geographical location where the work for each Project shall be performed.

"Services" shall mean the work, services, Projects, assignments, and tasks Contractor shall perform pursuant to this Agreement.

"Subcontractor" shall mean a person or entity that has a contract with Contractor to perform a portion of the work required to complete a Project.

"Term" shall have the meaning set forth in Section 2 (Term).

"Unit" shall mean one of the nomenclature codes (e.g., "BD3") listed on the Schedule (defined below) that identifies a specific construction task and the construction methods, materials and quantities to be used for installation.

## 1. **Services.**

This Agreement contains the terms and conditions under which Windstream may order Services and Contractor shall render Services. Contractor shall perform the Services in accordance with the agreed upon PSA details, drawings and specifications and deliver the materials, if any, that are to be provided by Contractor, as described in the PSA. Unless otherwise agreed in a PSA, Contractor shall provide and pay for all expenses in connection with labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the PSA, whether or not such expenses are incorporated in the PSA. Any Services performed on behalf of Windstream by Contractor will be covered under the terms of this Agreement. The Parties may enter into additional PSAs, in which case each PSA shall be governed by and become part of this Agreement.

## 2. **Term.**

The initial term of this Agreement shall begin on the Effective Date of the Agreement as stated above and shall continue for a period of two (2) years from the Effective Date (the "Initial Term"). At the conclusion of the Initial Term, this Agreement will automatically renew for successive one (1) year terms, unless either Party provides the other Party with written notice of its intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any renewal term. The Initial Term and any renewal terms may be collectively referred to herein as the "Term". Notwithstanding the foregoing, the Initial Term and any renewal term shall be deemed automatically extended as reasonably necessary to allow for the completion of performance hereunder, including under any exhibits, PSAs, attachments and amendments hereto, and, in such case, the term shall expire upon Windstream's delivery of the applicable Project Completion Notification or a Party's exercise of a termination right provided under this Agreement.

## 3. **Responsibilities of Windstream.**

a) Payment Terms. Pursuant to the terms of each PSA, Windstream shall issue payment of any undisputed amount, less any retention, within sixty (60) days after receipt of the applicable invoice by Windstream. Contractor agrees that Windstream shall receive a two percent (2%) prompt pay discount for any payments made by Windstream within fifteen (15) days after Windstream's receipt of the applicable invoice. Any prompt payment discount shall be deducted by Windstream from the invoice to which such prompt payment applies. Windstream reserves the right to pay any amounts owed to Subcontractors directly to such Subcontractors, in which case such amounts shall be deducted from any amounts owed to Contractor. Nothing contained in the preceding sentence shall be construed as:

- i) limiting the responsibilities of Contractor as to its Subcontractors,
- ii) creating any responsibilities of Windstream as to any Subcontractor, or
- iii) evidencing any control of any Subcontractor by Windstream.

Approval and payment of invoices is solely for the purposes of payment and shall not be viewed as approval or acceptance of the workmanship, materials or deliverables. Upon Project completion and Windstream's final inspection and acceptance (which may occur sometime after Project completion), Windstream shall pay Contractor the amounts to which Contractor is entitled. Final payment shall be invoiced by Contractor within sixty (60) days after the date of completion of the Project. No payment shall be due to Contractor while Contractor is in default of any provision of this Agreement or any provision of a PSA covering a specific Project. Billing disputes shall not be cause for Contractor's non-performance under this Agreement.

- b) Windstream's obligation to make payment is subject to Contractor having delivered to Windstream either i) a waiver and release, in a form satisfactory to Windstream, of all liens arising out of this Agreement for Services performed and material supplied, or ii) receipts reflecting payment in full of all labor, materials, and equipment for which a lien could be filed for Services performed and material supplied, or iii) a bond, satisfactory to Windstream, indemnifying Windstream against such liens (each, a "Waiver"). Contractor shall also secure lien waivers ("Release of Liens") from each Subcontractor who has performed work on the particular phase of the Project and shall deliver a Release of Liens executed by each such Subcontractor which releases any and all claims against Windstream, including any claims against the real property at the location of the Project.
- c) Windstream may hold in reserve from all payments until final payment, an amount equal to 10% of the total due, or such other amount as may be indicated on the PSA as retainage. Windstream may withhold such amounts as it deems appropriate to secure performance hereunder, or Windstream may, by notice to Contractor, or by listing on the PSA, require posting of bond, letters of credit, or other such security, at Windstream's discretion. Where a bond or letter of credit is indicated on the PSA, Contractor shall furnish the required bond or letter of credit to Windstream prior to commencement of any Service.

#### 4. **Work On Time and Expense Basis.**

Contractor and Windstream may agree that services will be performed on a time and expense basis, at rates set forth in the PSA and as further described herein.

- a) When work by Contractor is to be performed on a time and expense basis, payment shall be made by Windstream to Contractor pursuant to Section 4 hereof for time actually expended and any reimbursable expenses actually incurred for Services at the rates set forth in the PSA. Reimbursable expenses are defined to be any expense Windstream has agreed to pay as provided in the PSA.
- b) Prior to performance of work on an hourly basis, Windstream shall specify and Contractor shall agree in writing to the number of employees and amount of work equipment that Contractor will provide. When such quantity has been agreed upon by Windstream and Contractor, Contractor shall not increase the quantity without written authorization from Windstream.

All work performed on a time and expense rate basis will be administered in strict accordance with Contractor's statement of working conditions included in the PSA.

#### 5. **Work On Unit Basis.**

When work by Contractor is to be performed on a Unit basis, payment shall be made by Windstream to Contractor i) for materials at the rates set forth in the PSA and ii) for labor at the rates set forth in the **Unit Description, Price Schedule and OSP Construction Standards** (the "Schedule"). Each individual Schedule is to be separately executed and when so executed shall become a part of this Agreement. Terms and conditions in the Schedule shall supersede any conflicting terms and conditions in this Agreement for only the specific project assignment associated with that Schedule. If the Schedule does not contain a Unit price, payment shall be made at the rate(s) defined in the PSA. Windstream may specify any number of combination of Units deemed necessary for work to be performed, and Contractor shall be paid on the basis of Units completed, pursuant to this section. If work is requested of Contractor for which no Unit description and price is established in the Schedule or PSA, the prices of such work shall either be on an hourly basis or through the establishment of additional Units which will be made a part of this Agreement. Windstream reserves the right to source these additional Units outside of this Agreement. Windstream reserves the right to modify the work description and the material(s) breakdown for Unit(s) listed on the Schedule and also to delete Units therefrom. If a modification leads to a substantial increase or decrease in work requirements (as determined in Windstream's sole discretion), the Parties may renegotiate the labor rate for that specific Unit.

#### 6. **Work On Lump Sum Basis.**

Contractor and Windstream may agree that Services will be performed on a lump sum basis, at rates set forth in the PSA. If Contractor will be submitting more than one invoice for work performed on a lump sum basis, Contractor will submit to Windstream:

- a) a schedule of costs of the various phases of the Services, including quantities, divided to assist Windstream in determining the accuracy of the invoices. The schedule will be provided to Windstream prior to the first invoice being submitted by Contractor. The sum of the schedule of costs will be the total PSA price.



- b) a schedule of Milestone Dates for the Project, along with a fixed fee, or a percentage of the total PSA price that becomes due upon successful completion of work identified to be complete at each Milestone Date.

**7. Inspection and Acceptance of Project(s).**

- a) Upon completion of each Project phase or on each Milestone Date set forth in the PSA(s), Windstream shall have the right to inspect and examine Services required to be completed on each Project as of the phase or Milestone Date. In the event Windstream finds Services to be in compliance with the specifications of the PSA, Windstream may sign and deliver a **Partial Acceptance Certificate**, in substantially the form attached hereto as **Exhibit B**, relating to work completed as of the phase or Milestone Date; provided that the requisite Waiver and Release of Lien(s) have been fully executed and presented to Windstream by Contractor. In the event Services do not meet the requisite specifications designated in the PSA, or in the event Contractor fails to deliver the Waiver and Release of Lien(s) required pursuant to this Agreement, Windstream shall notify Contractor that such requirements of the PSA or this Agreement have not been met.
- b) In the event Windstream notifies Contractor that the requirements of the PSA have not been met, or that the requisite Waiver and Release of Lien(s) have not been delivered, Windstream will withhold the Partial Acceptance Certificate, and Contractor shall have ten (10) days in which to meet such requirements and/or deliver such Waiver and Release of Lien(s).
- c) Upon the final completion of a Project, Windstream shall have the right to inspect and examine Services, and if Services have been completed substantially in accordance with the terms of a PSA, all Subcontractors have been paid, there are no outstanding unsettled liens, and all applicable Waiver and Release of Lien(s) have been delivered to Windstream, Windstream may issue a signed **Final Acceptance Certificate**, in substantially the form attached hereto as **Exhibit A**, or a Project Completion Notification. The Final Acceptance Certificate or Project Completion Notification shall constitute final acceptance of the Project and a waiver of all claims associated with defective work under the PSA, except those arising from:
- i) Incomplete, faulty or defective work appearing after the completion date;
  - ii) Failure of the work to comply with this Agreement or the PSA(s).
  - iii) Terms of the warranties provided herein and in the PSA(s); or
  - iv) Unsettled or unpaid liens of Subcontractors.

**8. Withholding of Payments.**

Upon written notice by Windstream:

- a) Windstream may withhold money due for defective work that has not been corrected by Contractor within a reasonable amount of time to the satisfaction of Windstream.
- b) If the defective work has not or cannot be corrected by Contractor and Windstream remedies the defective work, Windstream may withhold and retain the costs of correcting the defective work.
- c) Windstream may withhold money due in connection with an invoice that misrepresents the work performed or expenses incurred, or an invoice that is inaccurate or incorrect.
- d) Windstream may withhold money due for claims that might be the subject of reimbursement to Windstream by Contractor under this Agreement, including, but not limited to, third party claim claims for which Contractor may be responsible.
- e) Windstream may withhold money due where the work will not be timely completed as required by the Project schedule and there is an insufficient contract balance to cover any actual or liquidated damages associated with the delay and may apply such funds toward actual and liquidated damages.
- f) If Windstream is advised that Contractor is not promptly paying Subcontractors or Suppliers or if Windstream is advised that Contractor is not promptly paying its employees, Windstream may withhold such money as Windstream deems sufficient to ensure that obligations incurred by Contractor in connection with Services covered by this Agreement will be paid in full.

Windstream may withhold from or offset against money owed to Contractor under this or any other Agreement any amounts Contractor owes to Windstream or a Windstream Affiliate for materials purchased from Windstream or a Windstream Affiliate.

**9. Right to Audit.**

Windstream may, upon notice to Contractor, audit any and all work or expense records of Contractor relating to this Agreement, including compliance with the Windstream Supplier Code of Ethics, as described in Section 41 herein. Contractor shall have the right to exclude from such inspection any of its confidential or proprietary information which was not otherwise provided to Windstream in connection with the performance of this Agreement. Contractor further agrees to maintain its books and records relating to material and/or services provided for a period of three (3) years from the date such work was completed, and to make such books and records available to Windstream, during normal business hours, at any time or times within the three (3) year period.

**10. Changes in Work.**

Windstream may make changes to and modify the Services by altering, adding to, or deducting from the Services. No change in the PSA price shall be made for minor changes not involving extra cost. All adjustments in the maximum PSA price shall be agreed to in writing by the Parties; provided, however, such agreement shall be made prior to Contractor performing any such change. If, after Windstream notifies Contractor of a need for additional manpower and equipment, Contractor is not able to meet the increased demand within the time required by Windstream, Contractor will not object to the securing of another Contractor(s) by Windstream to perform similar Services in the area for which Contractor has been awarded the PSA.

**11. Materials.**

- a) Contractor agrees all materials furnished by Contractor as a part of the Services, as identified in the PSA, will be purchased through Windstream, unless Windstream approves, in advance in writing, the purchase of products from other suppliers. Materials purchased through Windstream will be purchased at a rate equal to the purchase price paid for such materials by an Affiliate of Windstream and reimbursement therefor shall be subject to the prompt pay discount under Section 3(a) above. Contractor also understands and agrees that it is not authorized to purchase any materials through Windstream at Windstream's Affiliate's original purchase price, except for those materials required to complete Services specified in the PSA. Contractor shall identify any orders for materials to Windstream that are not required to complete Services specified in the PSA, and such materials shall be priced at the then current rates charged by Windstream.
- b) Contractor shall be responsible for the transportation, care and storage of all materials purchased from Windstream in order to comply with Contractor's obligations pursuant to the terms of this Agreement and PSA. Contractor may have the option, at Windstream's discretion, and depending on location and availability, to enter into a lease agreement with Windstream for purposes of storing materials, vehicles and supplies necessary to complete Services under the PSA. If Windstream so offers and Contractor chooses to enter into such a lease, Contractor shall execute the written lease agreement as provided by Windstream or one of its Affiliates.
- c) If Contractor chooses not to enter into a lease agreement with Windstream or one of its Affiliates or if Contractor is not given the option to enter into such a lease, Contractor shall be responsible for the storage of materials, utility vehicles, and supplies necessary to perform Services under the PSA. Contractor shall pick up and transport such material and equipment from its place of storage to the Project Site as needed. Contractor is responsible for ordering materials as necessary to fulfill its obligations under this Agreement and the PSA.
- d) Upon termination of this Agreement, Windstream may request Contractor to pick up, transport and return to a place of storage designated by Windstream any unused materials Contractor purchased from Windstream at Windstream's Affiliate cost. Contractor may invoice Windstream for such materials as if utilized under this Agreement. In the event Contractor does not return such materials in accordance with this Section 11, Contractor may not invoice Windstream for reimbursement.
- e) It shall be Contractor's duty to inspect all material used in the performance of Services, and Contractor shall not use defective material in any work to be performed hereunder. Any potentially defective materials should be returned to Windstream for inspection and warranty in accordance with Windstream policy.

**12. Contractor Employees.**

- a) Contractor shall employ capable, experienced, reliable, and skilled people as required for the types of work to be performed. Windstream reserves the right to require the removal of any Contractor employee, Subcontractor or Subcontractor employee from the Project if, in the judgment of Windstream, such removal is necessary to protect the interest(s) of Windstream.
- b) Except as expressly stated otherwise herein, Contractor shall have the sole responsibility for the conduct of its employees and agents, including Subcontractors, and for payment of their entire compensation, including salary, withholding of income and social security taxes, worker's compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations towards all of its employees and agents, including Subcontractors, under all applicable laws.
- c) Each Party agrees not to hire any employee of the other with whom such Party has contact without the prior written permission of the other Party, both during such time as the performance of Services under a PSA is pending and thereafter continuing for a period of six (6) months. This provision shall not apply to (i) Contractor's employees who have been continuously assigned to full-time Windstream servicing activities in excess of twelve (12) consecutive months, (ii) employees of either Party responding to advertisements made at job fairs, through internal communications, or in media circulated to the general public at large, or (iii) former employees, agents, or Subcontractors of Contractor.
- d) In the event a dispute regarding payment arises between Contractor and a Subcontractor (which term shall include for these purposes any lower-tier subcontractors), and the Subcontractor threatens to file a lien against the Project, Contractor is responsible for taking all steps, including immediate payment of the disputed amount, to insure that a lien is not filed against the Project. Contractor's remedy shall be against the Subcontractor and not Windstream or the Project.

**13. Independent Contractor.**

It is expressly understood and agreed that Contractor is an independent contractor and that Windstream shall not be liable for any of the Contractor's acts or omissions in the performance of Services. Contractor represents and warrants that all persons it employs to do work for Windstream shall be employees of Contractor exclusively and at no time shall be authorized to act as agents, servants, or employees of Windstream. This agreement is a contractual relationship and nothing contained herein shall be construed or applied to create the relationship of employer and employee or principal and agent or master and servant between Windstream and Contractor or any of Contractor's subcontractors, their employees or other personnel.

**14. Supervision of Project(s).**

Contractor shall supervise and direct each Project using Contractor's best skills and attention, and Contractor shall be solely responsible for all construction means, methods, technique, sequences and procedures relating to each Project, and Contractor shall coordinate all portions of each Project under each PSA.

**15. Cooperation with other Contractors.**

Contractor agrees that Windstream may award separate contracts to other contractors to perform certain Services at a particular Project Site, and Contractor agrees to cooperate with such other contractors. Contractor also agrees to afford separate contractors a reasonable opportunity for the introduction and storage of materials and equipment at the Project Site.

**16. Time Frame for Work; Time is of the Essence.**

Contractor has the responsibility to meet the start and completion dates of the Project and milestones in the PSA, unless amended thereafter by Windstream. All times stated in the PSA are of the essence in the performance of this Agreement.

**17. Time Extensions.**

The time for completion of the Project set forth in the PSA shall be extended for a reasonable period of time for a delay due exclusively to causes beyond the control and without the fault of Contractor, including acts of God, and acts or omissions of Windstream with respect to matters for which Windstream is solely responsible. Contractor is

responsible for requesting from Windstream any extension in the time for completion of the Project and for fully documenting the justification for said extension. The exact amount of time granted for any extension shall be mutually agreed upon in writing between Windstream and Contractor.

**18. Liquidated Damages.**

Should Contractor fail to complete the Project within the time agreed upon, including any Windstream approved time extensions, then Windstream shall have the right to deduct from and retain liquidated damages out of such moneys which may be due or which may become due and payable to Contractor. Contractor acknowledges that Windstream's damages in the event of a delay in Project completion are difficult or impossible to determine. Therefore, the liquidated damages amount shall be the sum of (i) the amount necessary to allow Windstream to engage another contractor to timely complete the Project (as reasonably estimated by Windstream), and (ii) the amount of Windstream's other actual damages resulting from Contractor's failure to complete the Project by the agreed time. Such sum is agreed to be a reasonable estimate of Windstream's damages and is not intended as a penalty. If the amount due and to become due from Windstream to Contractor is insufficient to pay in full any such liquidated damages, Contractor shall promptly pay to Windstream the amount necessary to pay such damages in full. Windstream shall promptly notify Contractor in writing of the manner in which the amounts retained, deducted, or claimed as liquidated damages were computed.

**19. Time Sheets.**

Contractor shall furnish time sheets acceptable to Windstream of all work done, unless notified by Windstream that time sheets are not required. The time sheets shall be signed by the authorized representatives of Windstream and Contractor, and one copy of the time sheet shall be submitted by Contractor to Windstream. The time sheets shall be itemized in billing Windstream for work done.

**20. Protection of Persons and Property.**

- a) Precautions. Contractor shall at all times take reasonable precautions to protect the persons and property of others which may be on or adjacent to the Project Site from damage, loss, or injury resulting from performance under this Agreement by Contractor or any other party with whom Contractor may have subcontracted. Contractor shall not disturb or displace any protective items installed by others. Any property moved or damaged by Contractor during the course of performance of Services hereunder shall be returned or repaired by Contractor, at Contractor's expense, to Windstream's satisfaction.
- b) Clean Up. Contractor shall keep the Project Site and surrounding area free from accumulation of waste materials or rubbish. Upon completion of the Project, and prior to final payment, Contractor shall remove from and about the Project Site, all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials. Contractor shall dispose of all waste materials and rubbish in accordance with all applicable local, state, and federal laws, regulations and ordinances.
- c) Interruption of Utility Services. Except as otherwise may be provided in the PSA, all work shall be performed by Contractor without interruption to or interference with any utility services. Contractor shall identify the type and location of all utility services on, under, or near the Project Site. Contractor is responsible for all notifications to utility services prior to the commencement of work on the Project Site. Contractor shall defend, indemnify and hold harmless Windstream for any Losses arising from the interruption of, or damage to, utility services in breach of this Section 20(c).

**21. Use of Explosives.**

Contractor shall not use explosives in the performance of work under this Agreement without prior written approval of Windstream.

**22. Notification of Injury or Damage.**

Contractor shall promptly notify Windstream and any applicable third party administrator of claims of any injury, death, loss, or damage to persons, animals, or property which is in any way related to Services performed under this Agreement, even though such occurrence may not have been caused or contributed to by Contractor, its employees, or agents. At the start of the Project, Windstream will provide Contractor with contact information for any applicable third party administrator of claims.

**23. Inspection of Work.**

Windstream may maintain inspectors at the Project Site. After reasonable notice to Contractor, and to further assure compliance with the plans and specifications and maintain quality of work, Windstream may periodically perform operational tests on the Project or a portion or portions thereof selected by Windstream. Any work rejected by Windstream shall be promptly repaired or replaced by Contractor.

**24. Defects in Work.**

Contractor hereby represents and warrants to Windstream that all work shall be provided in a professional, workmanlike and timely manner, free of material defect and using only the highest professional standards while maintaining full compliance with Windstream's specifications and technical and security standards, practices and procedures (collectively, "Windstream Practices"). In addition to the foregoing, all of the required work shall be performed in accordance with the PSA. Windstream Practices may be modified from time to time at Windstream's discretion, and a copy of such modifications will be provided to Contractor at Contractor's request. It is Contractor's responsibility to understand and abide by all current Windstream Practices. Contractor shall correct at its expense all defects or deficiencies in Services which result from Contractor-furnished material, workmanship, or failure to follow the plans, drawings, or other specifications that are part of the PSA, which are discovered within one year from the date Services are accepted. Acceptance of Services by Windstream shall not constitute a waiver of any such defects or deficiencies. Windstream, at its option, may remedy such defects and deficiencies and Contractor shall pay Windstream's costs and expenses of making such corrections.

**25. Laws and Regulations.**

Contractor shall in addition to all other applicable laws and regulations, comply with the following regulations during the course of all Services done for Windstream:

- a) CFR TITLE 23 Highways (Manual on Uniform Traffic Control Devices)
- b) CFR TITLE 29 Labor (OSHA)
- c) CFR TITLE 40 EPA
- d) CFR TITLE 49 Transportation (Federal Motor Carrier Safety Regulations)
- e) CFR, TITLE 49, Parts 100-180 (Hazardous Materials)
- f) CFR, TITLE 49, Parts 382 & 390-399 USDOT (Federal Highway Administration Safety Regulations)
- g) Federal Communications Commission OET Bulletin 65 (Edition 97-01) (Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields)
- h) Other (Identify)

Contractor shall also comply with all federal, state, local, and municipal laws, ordinances and regulations applicable to vehicle and drivers, the performance of Services, the transportation, storage, handling, and disposal of all material used in the performance of Services, and give all notices that may be required. Contractor shall obtain a copy of regulations or permit requirements from the proper authority and make all employees aware of these regulations. Contractor shall supply all traffic control devices as required by federal and state regulations. Contractor agrees to abide by all federal and state laws and regulations relating to privacy, secrecy, confidentiality, and non-disclosure of information.

**26. Taxes and Licenses.** Contractor shall at its expense:

- a) pay all taxes required by law in connection with this Agreement or any PSA awarded to Contractor, including sales, use, storage, and similar taxes,
- b) secure all licenses and permits, pay all charges and fees, and give all notices necessary for the due and lawful prosecution of Services and/or furnishing of materials, except those itemized in any specifications or other addenda to this Agreement or exhibits as being provided by Windstream, and

- c) provide evidence of compliance with this provision at Windstream's request.

**27. OSHA Compliance.**

- a) Contractor shall have full responsibility for following all the requirements of the Occupational Safety and Health Act of 1970 ("the Act") and all regulations issued under the Act, any other applicable safety procedures, and other such laws, regulations, customs, and practices as may be applicable for proper completion of work under this Agreement, without any recourse to Windstream for additional costs or time because of these requirements. Contractor agrees that it is familiar with the Act and regulations issued under the Act and all of the other laws, regulations, customs, and practices referred to above. Contractor further agrees that Windstream is not in a position to create, control, or abate any hazards associated with Services of Contractor and that Windstream is not in a position to identify any hazards associated with Services. Contractor further agrees that Windstream is relying upon Contractor to take all reasonable steps necessary to avoid or abate any hazards associated with Services. In connection therewith, Contractor will complete and sign the attached **Exhibit C - Contractor Safety Checklist**.
- b) Contractor shall designate at least one responsible member of Contractor's organization whose duty shall be to ensure that the Act and the regulations issued under the Act and all other laws, regulations, customs, and practices referred to above are followed and that all reasonable steps necessary to avoid or abate any hazards associated with Services are taken.
- c) Contractor agrees and represents that it has developed and implemented a written safety program that complies with the Act and all regulations issued under the Act and which covers Services to be performed under this Agreement. Contractor further agrees and represents that its written safety program is enforced.
- d) Contractor agrees that no unauthorized persons, including representatives of government agencies, shall be allowed to enter a Project Site without prior notice and approval of Windstream.
- e) Contractor agrees to defend, indemnify and hold harmless Windstream for all Losses related to citations and complaints arising under or connected with the Act and the regulations issued under the Act or any of the other laws, regulations, customs, and practices referred to above. Contractor agrees to defend Windstream against such citations and complaints at Windstream's election and to reimburse Windstream for all penalties, fines, costs, and attorneys' fees incurred by Windstream as a result of such citations and complaints.
- f) Contractor agrees to indemnify and hold harmless Windstream for all Losses, including workers' compensation costs, sustained by Windstream as a result of any injury to any of Windstream's employees resulting from the negligence, recklessness, or willful misconduct of Contractor.
- g) Contractor further agrees to indemnify and hold harmless Windstream from any Losses arising from claims, demands and complaints made by any employee of Contractor against Windstream based upon or arising out of any injury or illness allegedly suffered by such employee or out of any condition or hazard associated with such employee's work for Contractor and/or contact with Windstream. Such indemnification includes the duty to pay Windstream's attorneys' fees, expert fees, and costs of defense.
- h) If there is a conflict between this Section 27 and any other provision of this Agreement, this Section 27 shall govern.

**28. Performance and Payment Bond.**

Windstream may require that Contractor provide Windstream a Performance and Payment bond with a surety listed by the United States Treasury Department as an Acceptable Surety.

**29. Insurance.**

- a) Contractor shall obtain and maintain, in full force and effect until the completion of Services and operations covered by this Agreement, such minimum insurance as will cover the obligations and liabilities of Contractor, its agents, and its employees which may arise from the operations under this Agreement. Insurance shall have limits of at least:

i) Commercial General Liability (CGL) policy of minimum limits of:

General Aggregate	\$ 3,000,000 per occurrence
Each Occurrence	\$ 2,000,000 per occurrence

The policy will be endorsed to show above aggregate limits applying to "each" Project site and will specifically state coverage applies to all operations conducted by Contractor, its employees, or agents on behalf of Windstream or subsidiary.

Where the performance of Services involves structural property, underground property, or blasting, Contractor's Commercial General Liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this Agreement for property damage to include environmental liability (1) arising out of blasting, (2) arising out of collapse of, or structural injury to, any building or structure or (3) to underground facilities and utilities. As an alternative to pollution liability in the CGL policy, a separate Contractor's Pollution Legal Liability Policy with equivalent limits is acceptable

Other general liability forms are acceptable in lieu of the Commercial General Liability Form; however they are not to be used without written approval from Windstream's Risk Management Department.

ii) Business Automobile Liability policy with minimum limits of:

Bodily Injury	\$ 2,000,000 per accident
Property Damage	\$ 2,000,000 per accident
OR	
Combined Single Limit	\$ 2,000,000 per accident

The policy will be issued using symbol "1 - any auto" coverage.

iii) Workers Compensation:

Part A - Medical Benefits	Statutory
Part B - Employer's Liability	\$1,000,000

The policy will show the state in which operation on behalf of Windstream and/or subsidiary is being conducted. For operations conducted within monopolistic (state fund) states, Contractor will furnish a certificate of compliance from the appropriate state fund administrator.

iv) Errors & Omissions (for professional services):

General Aggregate	\$2,000,000 per policy period
Per Claim	\$2,000,000
OR	
General Aggregate	\$2,000,000 per policy period
Per Occurrence	\$2,000,000

- b) In each and every policy of Section 29(a) above, Windstream Supply, LLC and its subsidiaries shall be named an "additional insured" with respect to activities performed on behalf of Windstream and its subsidiaries.
- c) Coverage provided by the policies listed in this Section 29 will be issued by an insurance company, acceptable to Windstream, licensed in the state in which operations on behalf of Windstream are to be conducted. It is acceptable to use both primary and excess/umbrella policies to obtain necessary limits.
- d) If requested, Contractor will furnish to Windstream a certificate evidencing insurance coverage under sub-sections (i), (ii), (iii) and (iv) of this Section 29(a) above. Contractor or Contractor's insurers shall provide for a

thirty (30) day prior notice to Windstream of any cancellation or material changes in coverage. Failure to provide a Certificate of Insurance, if requested, may result in the immediate termination of this Agreement and any PSAs.

e) Contractor shall submit the following information in regard to its insurance coverage by filling in the blanks below:

- Policy Provider: \_\_\_\_\_
- Policy Number: \_\_\_\_\_
- Broker Contact Information: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address \_\_\_\_\_  
Phone: \_\_\_\_\_
- Point of contact for insurance questions  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
- Dates of coverage: \_\_\_\_\_
- Contractor has a duty to promptly update information upon change. All updates are to be submitted to:  
Windstream Risk Management  
4001 Rodney Parham Road  
Little Rock, AR 72212

f) The provisions of sub-sections (i), (ii), (iii) and (iv) of Section 29(a) shall also apply to all Subcontractors, and Contractor shall be responsible for their compliance.

### **30. Indemnification.**

- a) Contractor shall indemnify, defend and hold harmless Windstream and its Affiliates and each of their respective officers, directors, agents and employees (collectively referred to herein as the "Windstream Indemnitees") from and against any and all Losses which may in any manner whatsoever arise out of (i) the negligence or intentional misconduct of Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees, (ii) Contractor's use of Subcontractors' services, (iii) Contractor's misrepresentation of any facts to Windstream, (iv) Contractor's warranties, covenants, and agreements set forth in this Agreement or a PSA and (v) the performance or non-performance of Services herein contracted, whether such claims, actions or causes of action are alleged to be the results of any act, omission, neglect or misconduct by Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees or any or all of them, regardless of the fact that Services may have been completed and accepted by Windstream and Contractor may have received payment for Services.
- b) Without limiting Section 30(a), Contractor shall indemnify, defend and hold harmless Windstream Indemnitees from and against any and all Losses arising out of, resulting from or relating to any claim, action or cause of action for death or bodily injury or damage to property suffered by any person, entity or enterprise as a result of any act, omission, neglect or misconduct by Contractor, its Affiliates or any of their respective Subcontractors, officers, directors, agents, and employees or any or all of them, or any third party, regardless of the fact that Services may have been completed and accepted by Windstream and Contractor may have received payment for Services.
- c) Without limiting Section 30(a), Contractor shall indemnify, defend and hold harmless Windstream Indemnitees from and against any and all Losses arising out of, resulting from or relating to any claim, action or cause of action for infringement, misappropriation or violation of any patent, trademark, service mark, trade secret, know-how or other intellectual property right by any person, entity or enterprise arising out of a result of Contractor's performance of the Services, regardless of the fact that Services may have been completed and accepted by Windstream and Contractor may have received payment for Services.

### **31. Nondiscrimination.**

Unless exempt under the rules and regulations of the Secretary of Labor or other proper authority, this Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. The Parties hereto shall not discriminate in their employment practices against any person by reason of race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability, and agree to comply with the provisions of said laws and orders to the extent applicable in the performance of work or furnishing of services, materials, or supplies hereunder.



**32. Assignment.**

Contractor shall not assign, transfer or subcontract this Agreement or any part thereof, or enter into any agreement with any person, firm or corporation for performance of Contractor's obligation hereunder, or any part of such obligations, without the prior written approval of Windstream.

**33. Termination or Suspension.**

a) Suspension/Termination for Cause. Windstream may interrupt, discontinue or halt any portion or all work on a Project being performed under this Agreement and may also, without prejudice to any other right or remedy it may have, terminate this Agreement and any or all PSA(s) in whole or in part, immediately upon verbal notice followed by a written notice to Contractor within seven (7) business days, for:

- i) Contractor's failure or refusal to perform Services or maintain the Project schedule;
- ii) Contractor's abandonment of the Services or Project;
- iii) Contractor's failure to pay its own employees, laborers, subcontractors and suppliers as required by law, contract or prompt payment statute.
- iv) Contractor's submission of any payment request, invoice, waiver of lien, affidavit or other sworn statement, or other Project document that is materially or intentionally false.
- v) A delay in Services occurs by reason of strike, lockout or operation of law, whether or not Contractor is excused by reasons of such delay;
- vi) Contractor is brought into bankruptcy proceedings, whether voluntary or involuntary, or makes an assignment for the benefit of its creditors, becomes insolvent, or has a material adverse change in its financial condition;
- vii) Contractor exposes Windstream to liability for damages for personal injury or property damage; or
- viii) Any other material breach by Contractor of this Agreement or a PSA.

If Windstream terminates the Agreement under this Section 33(a), Windstream may take over the materials, tools and appliances purchased from Windstream at Windstream's Affiliate cost for use in Services, and Windstream may complete Services under the Agreement in whatever manner it chooses or deems most expedient. Where Windstream completes Services under the Agreement, Contractor shall not be entitled to further payments or compensation under the Agreement (the "Unpaid Balance") until Services are completed by Windstream. If the Unpaid Balance exceeds Windstream's cost and expense of completing the Services, the excess shall be paid to Contractor. If Windstream's cost and expense exceeds the Unpaid Balance, Contractor shall pay the difference to Windstream. The completion of Services by Windstream shall not terminate any other obligation of Contractor under the Agreement. If Windstream terminates this Agreement under this Section 33(a), Windstream may exercise any rights, claims, or demands, to the extent of its interest in materials furnished, which Contractor has against any third party in connection with the Agreement, and Contractor does hereby assign, transfer, and set over unto Windstream all such rights, claims, and demands. Windstream's exercise of its termination right is without prejudice to any other rights or remedies available to it under contract or at common law.

Contractor understands and agrees that Windstream's Affiliate costs and any terms of purchase and sale from Windstream that are disclosed to Contractor are confidential. Given the nature of the information and the competitive damage that would result to Windstream and its Affiliates if information contained therein is disclosed to any third party, Contractor acknowledges that money damages would not be a sufficient remedy for any such breach of the Agreement by Contractor, its agents or employees. Accordingly, in addition to all other remedies, Windstream shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without the securing or posting of any bond.

b) Termination for Convenience. Windstream may terminate this Agreement and all PSAs, or any individual PSA, in whole or in part, in its sole discretion, at any time for any reason or no reason, for its convenience, by first

giving verbal notice of the effective date of termination, followed by written confirmation of said termination date to Contractor within seven (7) business days.

- c) Payment upon Termination. If this Agreement and all PSAs or any individual PSA is terminated by Windstream, Contractor shall be entitled to receive payment for any satisfactory work completed on such Project prior to the effective date of such termination.
- d) Suspension. In Windstream's sole discretion, Windstream may suspend the term of the PSA for such Project upon ten (10) days prior written notice to Contractor, for a period up to a maximum of three (3) months. If a PSA is suspended by Windstream as provided in this Section 33, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such Project prior to the effective date of such suspension.

#### **34. Effect upon Termination or Suspension.**

Upon any termination or suspension of this Agreement as herein provided, Contractor shall:

- a) discontinue all services hereunder as of the effective date of such termination or suspension;
- b) complete any work Windstream directs it to perform before the effective date of the termination or suspension;
- c) Take all steps required or directed by Windstream to protect and preserve any work in progress;
- d) transfer and deliver to Windstream, in the manner and at the time directed by Windstream, all of its right, title, and interest in and to completed and uncompleted work, supplies, materials and all contracts, subcontracts, guaranties, books, papers, records, plans, specifications, drawings, surveys, schedules, reports and all other property and data produced as a part of or acquired in connection with the performance of Contractor's obligations under this Agreement and the PSAs;
- e) in the event of early termination of this Agreement, or any PSA, take all action necessary to assure an orderly transition between Contractor and such other party as may be retained by Windstream to complete the development of the Projects on behalf of Windstream, including, without limitation, timely and complete departure from the Project Sites; and
- f) if applicable, return or destroy any Windstream data or confidential information as requested by Windstream.

#### **35. Facilities and Information Security.**

##### **FACILITIES**

- a) To the extent that Contractor may require access to Windstream premises, Contractor will comply with all Windstream security procedures and rules with respect to access to Windstream premises and use of facilities.

##### **INFORMATION SECURITY REQUIREMENTS**

- b) These information security requirements shall apply in the event Contractor shall connect to Windstream's networks or obtain, from any source, Windstream data in the performance of duties and obligations under this Agreement. For purposes of this provision, Windstream data includes, but is not limited to, information protected by the Mutual Non-Disclosure Agreement (including, but not limited to, personally identifiable information and customer proprietary network information), any information marked "Private" or "Confidential", non-public business information, non-public information which is commercially valuable, proprietary, privileged or personal, the unauthorized disclosure of which could adversely impact Windstream and/or its employees (for example, competitively, by waiver of legal privilege, monetary loss, or violation of law or privacy right) and any data the unauthorized disclosure of which could cause harm to Windstream or to the individual to whom the information pertains.

- i. Information Security Management. Contractor shall have a security policy approved by Contractor's senior management that contains: (a) guidance to and training for its personnel to ensure the confidentiality, integrity, and availability of information and systems maintained or accessed by Contractor and/or its subcontractors with penalties or sanctions for non-compliance; (b) change control processes and procedures; (c) incident detection and management; (d) express instructions regarding the steps to take in

the event of a compromise or breach; (e) backup processes sufficient to keep detailed, accurate and up-to-date accounts and records, including computer logs, of all information security activities carried out, and all costs and expenses incurred in the performance of its information security policy; and (e) commercially reasonable standards and procedures to address the configuration, operation, and management of systems and networks, which shall include use of state-of-the-art, commercial or professional-grade (i) security controls, (ii) identification and patching of security vulnerabilities on a commercially reasonable schedule, and (iii) anti-virus software.

ii. Adherence to Windstream Information Security Standards/Protocols. If Contractor has access to any Windstream systems or its network, Contractor shall adhere to general Windstream information security standards/protocols and Windstream's "Third Party Network Connection Policy," as may be reasonably specified by Windstream to Contractor in writing from time to time. Contractor shall only use any network connection for the specific lawful business purposes outlined in this Agreement and will allow only authorized employees, representatives or agents to access the network connection. Contractor shall be solely responsible for ensuring that such employees are not security risks and shall: (a) maintain commercially reasonable technology controls to protect the network connection, including firewalls, anti-virus software, security monitoring and alerting systems (i.e., intrusion detection systems); (b) provide a business environment that is staffed and managed twenty-four (24) hours, seven (7) days a week, and supported by operations procedures, and (c) implement and maintain remote access solutions for personnel that are designed and audited in conformity with industry best practices.

iii. Notice of Claims. By telephone with written follow-up, Contractor shall notify Windstream of the following events as soon as practicable after the event: (a) suspected breaches or compromises or threats against Windstream data or Contractor's systems or networks that directly or indirectly support Windstream data; (b) any law enforcement or administrative investigation or inquiry into suspected misuse or abuse of Contractor's systems or network; and, (c) Contractor's non-compliance with this Agreement.

iv. Information Security Assessments and Audits; Remedial Action. Contractor shall permit information security assessments to be performed by Windstream or its agents on Contractor and/or its subcontractor's networks, services, software, data, or equipment. Additionally, if Contractor retains an independent third-party auditor to perform audits or assessments of Contractor's information security procedures and systems, Contractor shall also provide Windstream with a copy of any final reports or analyses prepared by such third party. In the event of the identification of any material security-related risk to Windstream's data, Contractor and/or its subcontractor shall take such remedial action as Windstream may reasonably request based on industry best practices, at no additional charge to Windstream.

### **36. Proprietary Rights.**

- a) Contractor and its employees and agents hereby assign, cede, and grant to Windstream all rights to possession of, and all right, title, and interest in the work products created under this Agreement, in whatever form or medium captured, and in and to all physical and electronic materials, reports, papers, documents (including drawings), manuals, programs, listings, software, and ideas, hereinafter referred to as "Products", and copies, abstracts, and summaries thereof, which may come into their possession in any manner by reason of Project assignment under this Agreement. Contractor shall promptly disclose to Windstream any Products known to it or its employees by reason of Project assignment under this Agreement, and all such Products that are not modifications or enhancements to Contractor-owned software shall be deemed to be works made for hire exclusively for Windstream, with Windstream having sole ownership of such Products and the sole right to obtain and to hold in its own name patents, copyrights, or such other protection as Windstream may deem appropriate to the subject matter, and any extensions or renewals thereof. Contractor agrees to give Windstream or any person designated by Windstream, at Windstream's expense, all assistance reasonably required to perfect the rights hereinabove defined, including the procurement, at Windstream's request, of written assignments and title commitments in a form acceptable to Windstream from all employees and agents assigned hereunder. The provisions of this Section do not apply to any material previously belonging to Contractor or lawfully acquired by Contractor in a manner independent of this Agreement which are used by Contractor in the performance of Services hereunder. All Products will be considered works made for hire and are and will constitute valuable trade secrets of Windstream.
- b) Contractor further acknowledges that Windstream would neither enter into Contractor Agreement nor permit the involvement of Contractor in the Project unless Windstream were assured that all such proprietary information would be held in confidence by Contractor. Contractor will hold the proprietary information in strictest confidence. Contractor will take reasonable security precautions to safeguard the proprietary information from theft or access

by unauthorized persons and will not, directly or indirectly, for any reason, disclose or divulge any proprietary information to any person other than to Windstream and its employees.

- c) If Contractor becomes aware of any unauthorized possession or use of proprietary information, he or she will promptly notify Windstream, in writing, of the nature of such unauthorized possession or use. Contractor will not utilize or cause or permit to be utilized the proprietary information, for his or her own benefit or for the benefit of any person or entity other than Windstream.

Notwithstanding the foregoing, proprietary information will not include any information that is: (i) in the public domain at the time of disclosure or (ii) lawfully obtained by a third party.

**37. Taxes.**

Contractor further acknowledges that it is responsible for the payment of any and all local, state, and federal taxes that may become due as a result of compensation received for services rendered and products purchased under this Agreement.

**38. Miscellaneous.**

- a) Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS, USA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION IN PULASKI COUNTY, ARKANSAS, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS. The Parties hereto expressly exclude the application of any non-United States laws and the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction that may be entered into between the Parties in connection with this Agreement.
- b) Effects of Headings. Headings to articles and sections of this Agreement are to facilitate reference only, and do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
- c) Non-waiver. No waiver of any provisions of this Agreement and no consent to any default under this Agreement by Windstream shall be effective unless the same shall be in writing and signed by or on behalf of Windstream. No course of dealing or failure of Windstream to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by Windstream of any default by Contractor shall not be deemed a waiver of any other default.
- d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute only one document. Signatures on this Agreement which are exchanged by facsimile or other electronic means are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as original signatures.
- e) Notices. All notices, requests, demands, or other formal communications hereunder, including notices of change of address, shall be in writing, and either personally delivered, sent by certified mail or overnight mail by a nationally recognized courier, (1) if to Windstream, to the Windstream Procurement Department with a copy to the Windstream Legal Department at the addresses following this paragraph, and (2) if to Vendor, to the physical address first set forth above to the attention of the department, group, or section with which Windstream is then currently dealing or to the address listed below. Notices will be deemed effective upon personal delivery or three (3) business days after mailing if sent by certified mail, or the next business day if sent overnight mail by a nationally recognized courier.

If to Windstream: Windstream Supply, LLC  
Attn: Procurement Contract Administrator  
13560 Morris Road  
Milton, GA 30004

With a copy to: Windstream Communications, LLC.  
Attn: Legal Department  
4001 Rodney Parham Rd  
Mailstop: 1170-B1F03-71A  
Little Rock, AR 72212

If to Contractor:

Either Party may change its address by notice given to the other Party in the manner set forth above. All notices shall be effective upon receipt, or upon attempted delivery where proper delivery was refused or rejected.

- f) Construction; Severability. This Agreement has been negotiated by the Parties and their respective legal counsel and will be fairly interpreted in accordance with its terms and provisions and without any strict construction in favor of or against either Party. If any term or provision of this Agreement is found by a court of competent jurisdiction or by order of any regulatory agency to be invalid, illegal or otherwise unenforceable, the same shall not affect any of the other terms or provisions of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and undertakings of the Parties set forth in the remainder of this Agreement.
- g) Counterparts. This Agreement may be executed in counterparts including facsimile or electronic mail, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument. If signed by facsimile or electronic mail, the Parties agree to follow with a signed original document.
- h) Entire Agreement; Amendment. The making, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement, along with all PSAs, exhibits and addenda entered into by the Parties during the Term of this Agreement or any renewal thereof, constitutes the entire and only agreement between the Parties relating to the Project and subject matter addressed in this Agreement and supersedes all previous communications, understandings and agreements, oral or written, between the Parties with respect to the Project and subject matter hereof. The terms of this Agreement shall supersede any printed terms and conditions that may be printed on the reverse side of a purchase order.
- i) Survival. Any term of this Agreement which by its nature extends beyond expiration or termination of the Agreement, shall remain in effect until fulfilled and shall apply to respective successors and assigns.
- j) No Third Party Beneficiary. This Agreement is entered into by and between, and may be enforced only by, the Parties, and this Agreement shall not be deemed to create any rights in third parties (other than the Parties' permitted successors and assigns and any persons, entities and enterprises entitled to indemnity hereunder), including suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

### **39. Waiver of Consequential Damages.**

IN NO EVENT SHALL WINDSTREAM, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY), PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT OR OTHERWISE, BE LIABLE TO CONTRACTOR FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF REVENUE, OR COST OF CAPITAL, OR DOWNTIME COSTS, OR LOSS OF ANY OTHER ECONOMIC BENEFIT, EVEN IF WINDSTREAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS ON DAMAGES SET FORTH IN THIS AGREEMENT ARE AGREED ALLOCATIONS OF RISK.

**40. Compliance with Laws; Federal Government Contracting.**

- (a) Compliance Clauses. Each Party shall, at its own cost and expense, perform its obligations under this Agreement in compliance with all applicable laws to which a Party is subject. As a supplier to the U.S. Government, Windstream is required by U.S. Government Regulations to require that all Windstream vendors, suppliers, contractors, and licensors comply with the following additional clauses: 48 CFR 52.225-13 Restrictions on Certain Foreign Purchases (Feb. 2006); and 48 CFR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels (Feb. 2006). For all vendor, supplier, contractor, and licensor contracts over \$10,000, the following general terms additionally apply: 48 CFR 52.222-21 Prohibition of Segregated Facilities (Feb. 1999) and 48 CFR 52.222-26 Equal Opportunity (Mar. 2007). For all vendor, supplier, contractor, and licensor contracts over \$15,000, 48 CFR 52.222-36 Affirmative-Action for Workers with Disabilities (Oct. 2010) shall apply. For all vendor, supplier, contractor, and licensor contracts over \$100,000, the following general terms additionally apply: 48 CFR 52.219-8 Utilization of Small Business Concerns (May 2004) (in all subcontracts allowing further subcontracting with third parties by the vendor, supplier, contractor or licensor); 48 CFR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2010); 48 CFR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (July 2011); and 48 CFR 52.203-6 Restrictions on Subcontractor Sales to the Government (Sept. 2006). For contracts over \$650,000 (\$1,500,000 for construction) that allow the vendor, supplier, contractor, or licensor to further subcontract with third parties, 48 CFR 52.219-9 Small Business Subcontracting Plan (Oct. 2010) shall also apply.
- (b) Small Business Subcontracting Plan. Pursuant to 48 CFR 52.219-9 Small Business Subcontracting Plan (Oct. 2010), if applicable, upon request by Windstream, a vendor, supplier, contractor or licensor whose contracts with Windstream (i) will total at least \$650,000 (\$1,500,000 for construction) and (ii) allow the vendor, supplier, contractor, or licensor to further subcontract with third parties, shall submit to Windstream a written Small Business Subcontracting Plan ("Subcontracting Plan") that complies with the requirements of 48 CFR 52.219-9 and addresses subcontracting with small business concerns, including small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses. The Subcontracting Plan shall become an exhibit attached to this Agreement and incorporated herein by this reference. If a Subcontracting Plan is required under this Section, Windstream shall have the right, in its sole discretion, to terminate this Agreement, on written notice, if Contractor fails to properly submit or follow a Subcontracting Plan. Additionally, Contractor agrees to indemnify Windstream for any damages, of whatever nature, Windstream is required to pay under 48 CFR Part 52 if those damages result from Contractor's failure to properly submit or follow a Subcontracting Plan.
- (c) **To the extent not exempt, Contractor (as well as any subcontractors) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability and prohibit discrimination against employees or applicants for inquiring about, discussing or disclosing employee or applicant compensation. To the extent not exempt, Contractor (as well as any subcontractors) shall also abide by the requirements of Executive Order 13496 and the Employee Notice clause, 29 CFR § 471.2(b) and Appendix A to Subpart A of Part 471, regarding notification of employee rights under federal labor law.**

**41. Windstream Supplier Code of Ethics.**

Windstream is committed to conducting business in a manner that is ethical, and Windstream requires all suppliers to be ethical and honest, comply with all applicable laws and regulations, and avoid any appearance of impropriety or conflict of interest. Accordingly, Contractor warrants that it shall at all times comply with the Windstream Supplier Code of Ethics, which can be accessed here: <http://windstream.com/About-Us/Suppliers/>.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed below by their duly authorized representatives.**

\_\_\_\_\_  
Contractor Name

**Windstream Supply, LLC**  
\_\_\_\_\_

Company Name

**BY:**  
\_\_\_\_\_

**BY:**  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FINAL ACCEPTANCE CERTIFICATE**

In compliance with the terms and conditions of the Master Contractor Agreement between Windstream Supply, LLC, on behalf of itself and its Affiliates (collectively "Windstream") and \_\_\_\_\_ ("Contractor"), Windstream, accepts the work completed and certifies that the Project has been completed in substantial compliance with the specifications set forth in the [INSERT NAME OF APPLICABLE PSA] \_\_\_\_\_.

FINAL COMPLETION DATE: \_\_\_\_\_

Contractor acknowledges that this Final Acceptance Certificate shall not constitute a waiver by Windstream of any incomplete, faulty or defective work discovered after the date of the Final Acceptance Certificate, terms and warranties set forth in the Master Contractor Agreement or PSA, failure of the work to comply with a PSA, or Contractor's liability for unsettled or unpaid liens appearing after the date of the Final Acceptance Certificate.

Acknowledged:

Accepted:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Windstream Company Name

**BY:**

**BY:**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**PARTIAL ACCEPTANCE CERTIFICATE**

In compliance with the terms and conditions of the Master Contractor Agreement between Windstream Supply, LLC, on behalf of itself and its Affiliates (collectively "Windstream") and \_\_\_\_\_ ("Contractor"), Windstream hereby accepts the work completed as of \_\_\_\_\_, 20\_\_\_\_, and certifies that the work completed as of that date is in substantial compliance with specifications set forth in the [INSERT NAME OF APPLICABLE PSA] \_\_\_\_\_ for "Milestone ( )" of the Project.

Acknowledged:

Accepted:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Windstream Company Name

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### CONTRACTOR SAFETY CHECKLIST

This checklist may be completed and signed by the Contractor and reviewed by Windstream prior to Windstream executing the Agreement.

1.	Name and telephone number of the Contractor's executive officer	
2.	Contractor's compliance identification numbers (e.g. federal, state DOT number, state fuel tax, and/or state registration numbers)	
3.	Contractor's DOT compliance safety rating - This is only applicable for firms who drive or own vehicles that would be regulated by the Federal or State Departments of Transportation. Indicate whether federal or state rating.	
4.	Has the Contractor been inspected or received any citations from a Governmental agency in the last 3 years? Yes or No	
5.	Has your firm been investigated, reviewed or inspected by the EPA, IRS, OSHA, etc.? Yes or No	
	If yes, attach a separate sheet explaining and itemizing each issue.	
6.	Where are the Contractor's OSHA 300/101 forms maintained? Certain firms are required by law to maintain OSHA 300/101 forms. (Accident logs, Incident reports) If your firm is required, please enter the location of these forms.	
7.	Is the Contractor familiar and in compliance with federal, state and local codes, laws, and other regulations, which affect services that may be performed for Windstream? Yes or No	
8.	Is the Contractor familiar and in compliance with the Federal Motor Carrier Safety Regulations? Yes or No	
	(If no, explain in the Comments section below)	
9.	Is the Contractor familiar and equipped to comply with the manual on Uniform Traffic Control Devices? Yes or No	
	(If no, explain in the Comments section below)	
10.	Has the Contractor conducted all required safety training and does the Contractor have in place all required safety programs, records, and training applicable to services that may be performed for Windstream? Yes or No	
11.	<b>By signing below, I certify that I have received a copy of the Windstream Pocket Safety Guide, and that Contractor is in compliance with the rules and regulations therein.</b>	
Contractor Company Name:		
	Contractor's Executive Officer:	
	Signature	
	Date	
<b>Comments:</b>		

**EXHIBIT C**

**Windstream Holdings, Inc.**

May 2, 2019

TO: MP Nexlevel LLC (hereafter "Vendor")

Dear Valued Supplier:

As you are aware, Windstream Holdings, Inc. and all of its affiliates (collectively, the "Debtors" or the "Company," and individually, a "Debtor") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Cases" and the "Bankruptcy Court," respectively) on February 25, 2019 (the "Petition Date"). On the Petition Date, the Company filed its *Motion for Entry of Interim and Final Orders Authorizing the Debtors to Pay Certain Prepetition Claims of (I) Critical Vendors, (II) Lien Claimants, and (III) Section 503(B)(9) Claimants in the Ordinary Course of Business on a Postpetition Basis* [Docket No. 16] (the "Critical Vendors Motion"). In the Critical Vendors Motion, the Company requested the Bankruptcy Court's authority to pay the prepetition claims of certain suppliers in recognition of the importance of the Company's relationship with such suppliers and its desire that the Bankruptcy Cases have as little effect on the Company's ongoing business operations as possible. On February 26, 2019, the Bankruptcy Court entered an interim order (the "Interim Order") authorizing the Company, under certain conditions, to pay the prepetition claims of certain suppliers that agree to the terms set forth below and to be bound by the terms of the Order [Docket No. 61]. On April 22, 2019, the Bankruptcy Court entered a final order ("Final Order," and, with the Interim Order, the "Orders") on the Critical Vendors Motion [Docket No. 377].

In order to receive payment on account of prepetition claims, Vendor must agree to continue to supply goods and services to the Company based on "Customary Trade Terms". In the Orders, Customary Trade Terms are defined as the normal and customary trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, coupon reconciliation, normal product mix and availability and other applicable terms and programs), that were most favorable to the Company and in effect between Vendor and the Company in the 120 days prior to the Petition Date, or such other trade terms as Vendor and the Company agree.

For purposes of administration of this trade program as authorized by the Bankruptcy Court, Vendor and the Company both agree (the "Trade Vendor Agreement") that:

1. The estimated accrued balance of Vendor's prepetition claim (net of any setoffs, credits, or discounts) that is due and owing is \$2,531,393.22 (the "Claim"), of which an estimated \$0.00 is eligible for payment as a claim under 11 U.S.C. § 503(b)(9).

2. The Debtors hereby agree to pay to Vendor \$1,923,858.85 (the "Vendor Claim"), which is equal to approximately 76% of the Claim. The Vendor Claim shall be paid in one payment (the "Payment") within thirty (30) business days of execution of this agreement. This Trade Vendor Agreement shall be effective upon execution. In the event Debtors fail to pay the full amount of the Vendor Claim, neither party is bound by the terms of this Trade Vendor

Agreement.

3. INTENTIONALLY OMITTED

4. The Payment is being made on account of, and in full satisfaction of, the Claim, subject to the terms and conditions set forth in this agreement. In the event Debtors fail to pay the full amount of the Vendor Claim, Vendor may file a proof of claim in the Bankruptcy Cases seeking allowance of any remaining amounts of the Claim in accordance with applicable claim procedures established in the Bankruptcy Cases.

5. The Debtors hereby reserve their rights to object to any proof of claim filed on account of the Claim or any other claims asserted by Vendor on any bases. Such reservation of the Debtors' rights to object to any such claim includes, but is not limited to, the Debtors' satisfaction of such Claim or claims by operation of this agreement.

6. Nothing herein waives the Company's or Vendor's rights under Section 365 of the Bankruptcy Code.

7. In accordance with the conditions of this agreement, Vendor will provide Customary Trade Terms through the current term of any existing signed contract as of the date of this Trade Vendor Agreement as well as through the pendency of the Bankruptcy Case as follows:

Upon receipt of the Payment, Vendor agrees that it will provide payment terms of 2/15 net 60 days.

8. Payment of the Vendor Claim in the manner set forth in the Orders may only occur upon execution of this letter agreement by a duly authorized representative of Vendor and the return of this agreement to the Company. The undersigned, a duly authorized representative of Vendor, has reviewed the terms and provisions of the Orders and agrees that Vendor is bound by such terms.

9. Except as provided in Paragraph 4 of this agreement, Vendor will not separately seek payment for reclamation and similar claims (exclusive of the Admin. Claim) outside of the terms of the Orders unless Vendor's participation in the Vendor payment program authorized by the Orders (the "Vendor Payment Program") is terminated.

10. Vendor will not file or otherwise assert against the Company, the estates or any other person or entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to Vendor by the Company arising from agreements entered into prior to the Petition Date. Furthermore, Vendor agrees to take (at Vendor's own expense) all necessary steps to remove any such lien filed by Vendor as soon as possible.

11. If the Vendor refuses to continue to supply goods to the Company on Customary Trade Terms through the current term of any existing signed contract and the pendency of the Bankruptcy Case, any payments Vendor receives on account of the Claim (including claims

arising under section 503(b)(9) of the Bankruptcy Code) will be deemed voidable postpetition transfers pursuant to section 549(a) of the Bankruptcy Code. Vendor will immediately repay to the Company any payments made to Vendor on account of the Claim to the extent that the aggregate amount of such payments exceeds the postpetition obligations then outstanding without giving effect to alleged setoff rights, recoupment rights, adjustments, or offsets of any type whatsoever. Vendor's Claim in the amount of \$2,531,393.22 shall be reinstated so as to restore the Company and Vendor to the same positions as would have existed if payment of the Claim had not been made.

12. Any dispute with respect to this letter agreement, the Orders, and/or Vendor's participation in the Vendor Payment Program shall be determined by the Bankruptcy Court.

13. Vendor will keep the existence and the terms of this letter agreement confidential and will not disclose it to any person or entity without the prior written consent of the Company other than as required by law to any court or governmental authority; provided, however, Vendor may disclose this agreement and terms to (a) its directors, officers, employees, legal counsel, advisors, auditors, accountants and investors and (b) subcontractors and vendors that provided goods or services relating to the Claim.

If you have any questions about this Agreement or our financial restructuring, please do not hesitate to call.

Sincerely,

Windstream Holdings, Inc.

DS DS DS DS DS  
PKW AD JP BD MR

DocuSigned by:  
By: Bob Gunderman  
DDFEB28E7A5A49F...  
CFO  
5/10/2019

Agreed and Accepted by:

MP Nexlevel LLC

By: Ryan Murphy  
D94C4728DCF74CF...  
Its: Attorney  
Dated: 5/10/2019