

deemed worthless, and may be caused by the Licensor to be removed from the pole or poles, and be disposed of at any suitable place, all at the expense of Licensee, and Licensor shall be free from any liability therefor to anyone.

15. *WAIVER*

The failure of Licensor to enforce or insist upon strict compliance with any of the terms and conditions of this Agreement or to exercise or delay the exercise of any rights or remedies provided by this Agreement or by law shall not release Licensee from any of its duties or obligations imposed by law or by this Agreement and shall not be deemed a general waiver or relinquishment of any rights or remedies provided Licensor by this Agreement or by law, but the same shall be and remain at all times in full force and effect.

16. *ASSIGNMENT*

Licensee shall not assign or transfer the rights, or delegate the duties, or otherwise dispose of any right, title or interest in all or any part of this Agreement without the prior written consent of Licensor. No such consent granted by Licensor shall be effective until Licensee's successor or assignee has agreed to assume all obligations and liabilities of Licensee under this Agreement. However, no such consent by Licensor shall release Licensee from any obligation or liability under this Agreement.

17. *SERVICE OF NOTICE*

Any notice required or provided for hereunder shall be in writing and shall be delivered personally to the corporate representatives of Licensor and Licensee designated below, or shall be mailed thereto by certified mail, postage prepaid, return receipt requested. Notice shall be effective on the date delivered.

To Licensor: Duke Power Company  
Distribution Department  
P. O. Box 33189  
Charlotte, NC 28242  
ATTN: Manager, Distribution Support  
Tel. 704/373-2580

To Licensee: TeleCable of Greenville, Inc.  
P.O. Box 2098  
Norfolk, VA 23501  
Attn: President

18. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable or illegal, then said provisions shall be severed from this Agreement and the remainder shall remain in full force and effect.

19. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the state in which the poles the subject of this Agreement are located. Any action at law or judicial proceeding shall be instituted only in the state or federal courts of the state in which said poles are located.

20. CONSTRUCTION OF TERMS

Nothing herein shall be construed more strongly against or more favorably toward either party by reason on either party having drafted this Agreement or any portion hereof.

21. EXECUTION AND EFFECTIVE DATE

This Agreement has been executed by the duly authorized officers of the parties and shall be effective as of the 14 day of Jan, 1991.

Witnesses as to Licensor

DUKE POWER COMPANY (Licensor)

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Vice President

ATTEST: \_\_\_\_\_  
Assistant Secretary

Witnesses as to Licensee

Telecable of Greenville, Inc. (Licensee)

Cynthia M. Keeble  
\_\_\_\_\_

By James S. Key  
Vice President

ATTEST: Helen B. Steadley  
Asst Secretary

EXHIBIT A

Application and Permit

Location \_\_\_\_\_ N.C. \_\_\_\_\_ 19 \_\_\_\_\_

Licensee \_\_\_\_\_

Duke Power Company

In accordance with the terms of Agreement dated \_\_\_\_\_ application is hereby made for license to make attachments to the following poles located in:

\_\_\_\_\_  
(City or Town - County and State)

\_\_\_\_\_ Proposed Attachments to be made to Duke Poles

\_\_\_\_\_ Amplifiers to be Attached to Duke Poles

Location of Attachments \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_  
Licensee

License granted \_\_\_\_\_ 19 \_\_, subject to your approval of the following changes and rearrangements at an estimated cost to you of \$ \_\_\_\_\_

DUKE POWER COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

The above charges for the changes and arrangements approved.

By \_\_\_\_\_ Permit No. \_\_\_\_\_

Title \_\_\_\_\_ Total Poles Attached  
Licensee This Request \_\_\_\_\_

Total Poles Attached  
To Date \_\_\_\_\_

EXHIBIT B

Notification of Removal By Licensee

\_\_\_\_\_ N.C., \_\_\_\_\_ 19\_\_\_\_  
Location

\_\_\_\_\_  
Licensee

Duke Power Company

In accordance with the terms of Agreement dated \_\_\_\_\_,  
please cancel from your records \_\_\_\_\_ attachments of Licensee's  
facilities from Duke poles located in:

\_\_\_\_\_  
(City or Town - County and State)

\_\_\_\_\_  
Attachments to be Removed

\_\_\_\_\_  
Amplifiers to be Removed

Location of Attachments to be Removed \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_  
Licensee

Notice Acknowledged

\_\_\_\_\_ 19\_\_\_\_

DUKE POWER COMPANY

By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

Notice No. \_\_\_\_\_

Total Attachments Discontinued \_\_\_\_\_

Total Attachments Removed to Date \_\_\_\_\_

Total Attachments Remaining to Date \_\_\_\_\_

**EXHIBIT C**

**Schedule of Required Bond or Letter of Credit**

<u>NUMBER OF ATTACHMENTS</u>	<u>AMOUNT OF COVERAGE</u>
0 through 200	800
201 through 400	1,600
401 through 600	2,400
601 through 1000	4,000
1001 through 1500	6,000
1501 through 2500	10,000
over 2500	10,000

# ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO POLES

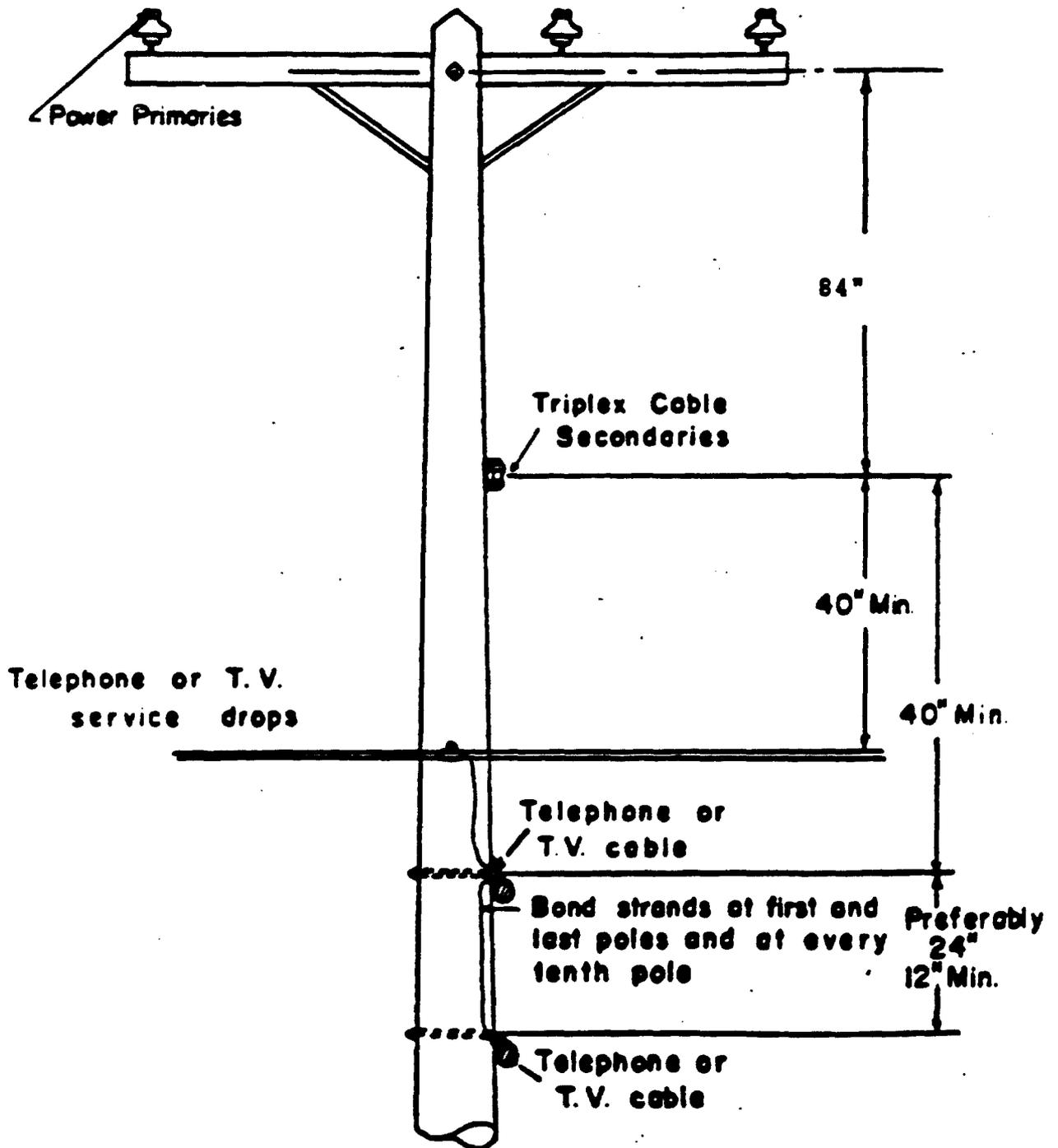
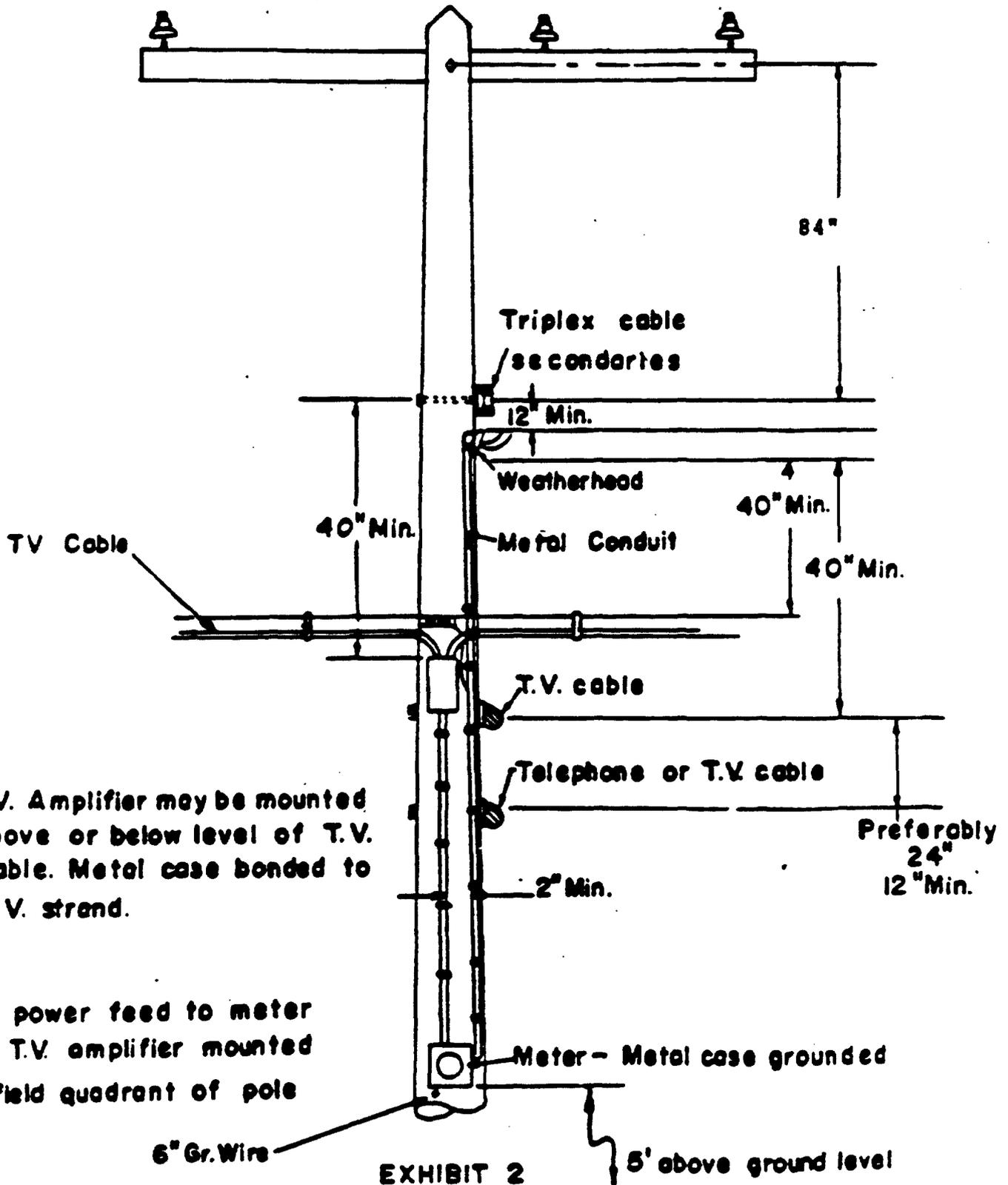
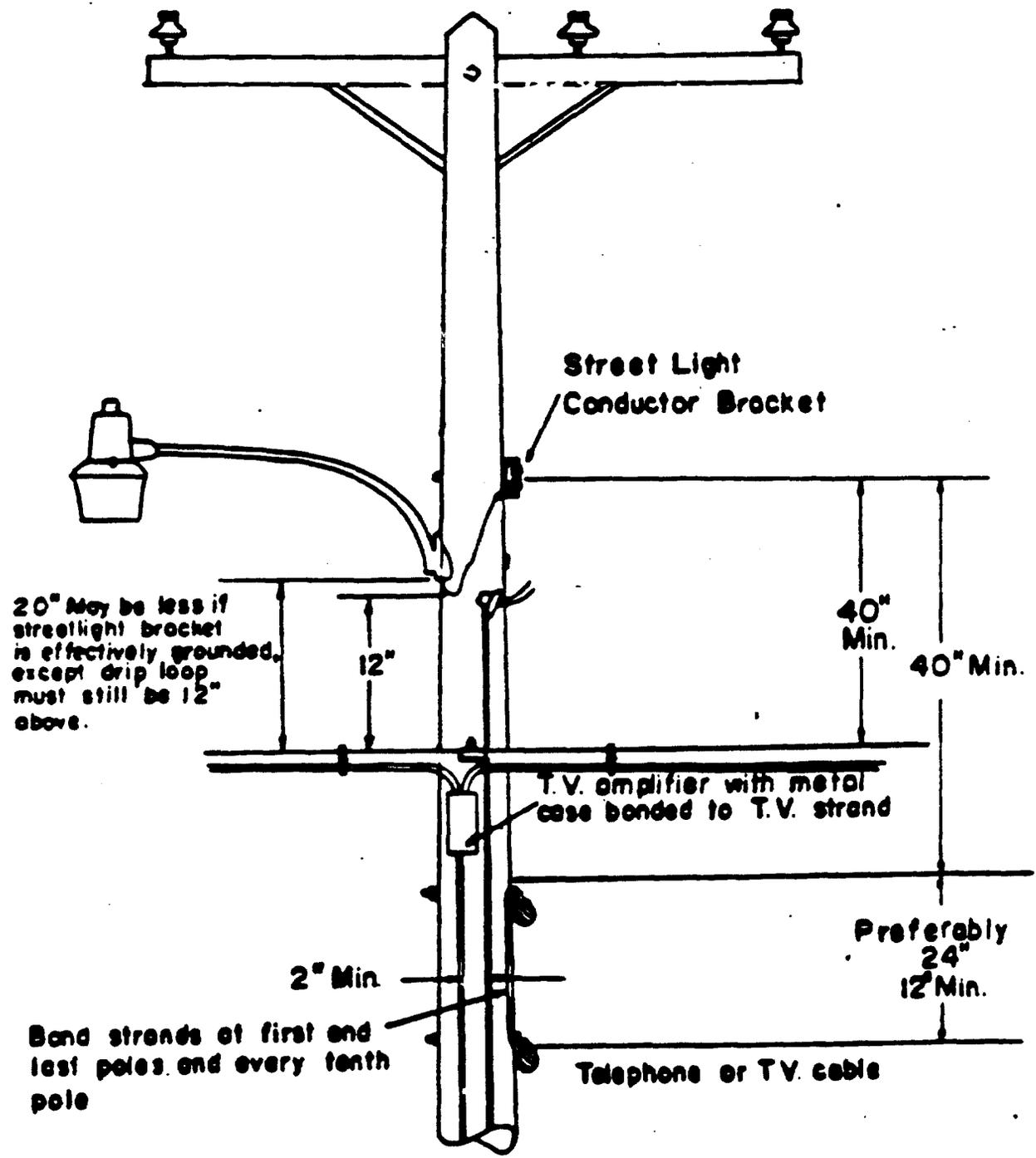


EXHIBIT I

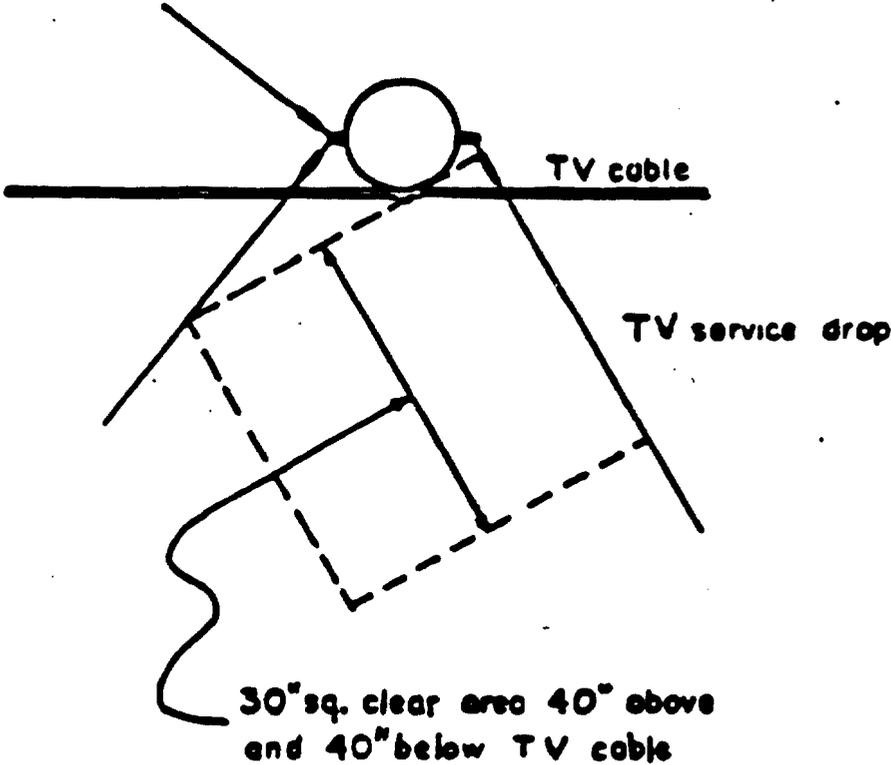
# ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO POLES



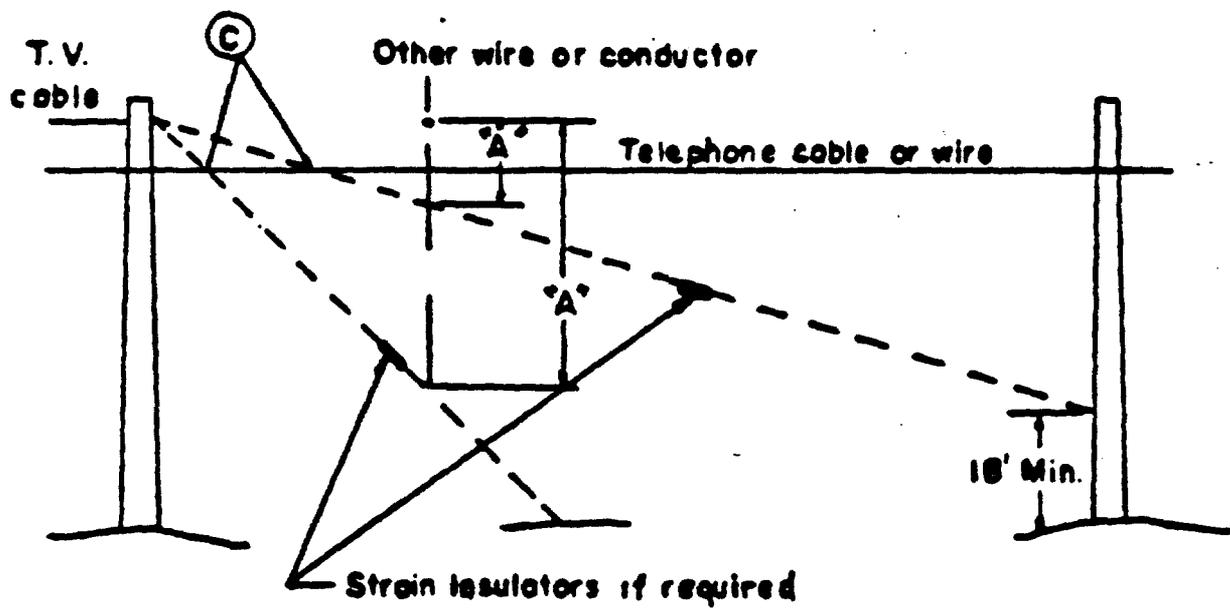
# ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO POLES



# CLIMBING SPACE



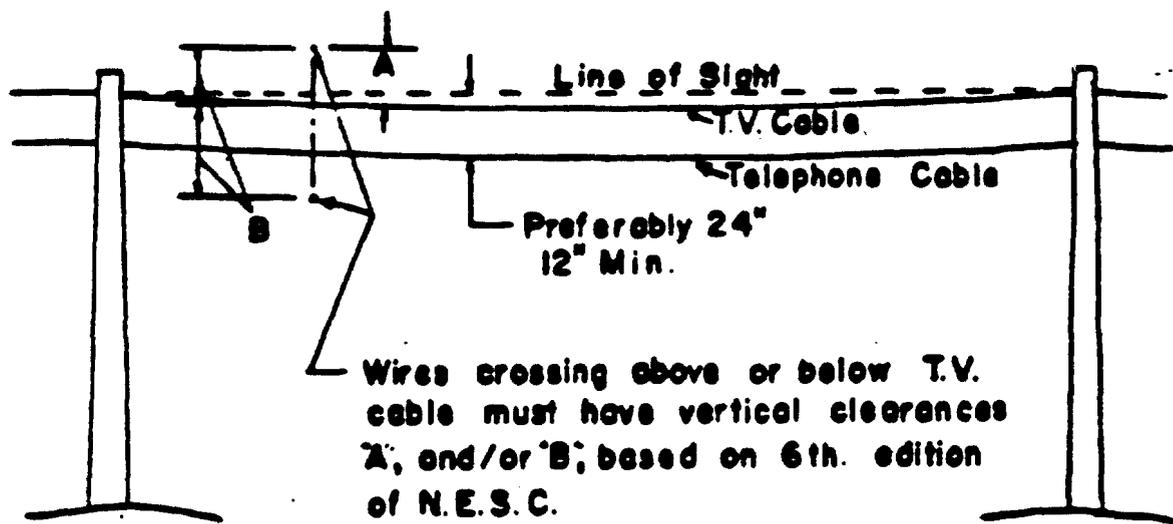
# GUYING



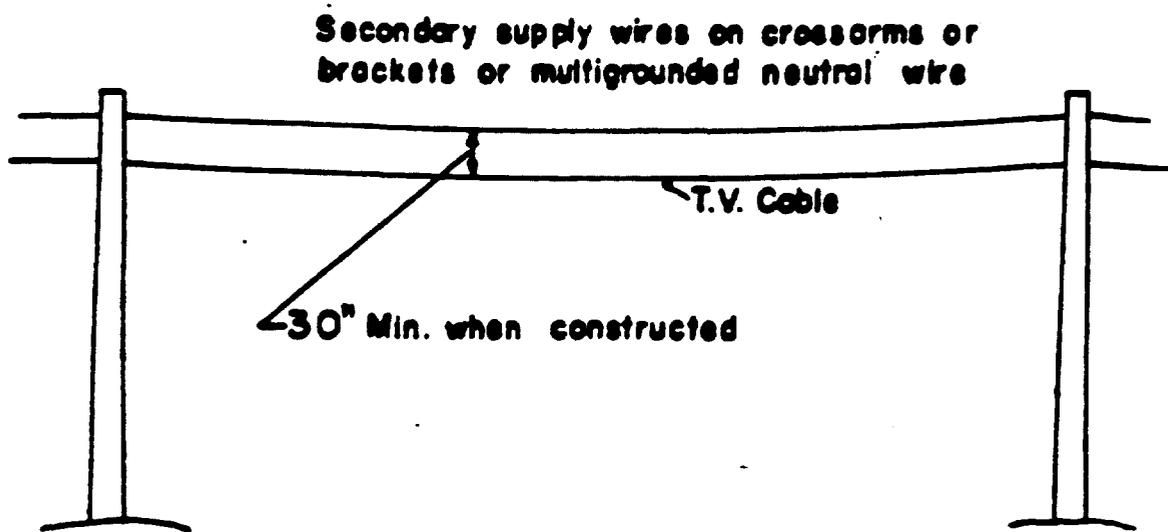
Guy crossing above or below other wires must have vertical clearances "A" based on 6th. edition of N.E.S.C.

Guy at point "C" must clear telephone cable or wires by 3" minimum

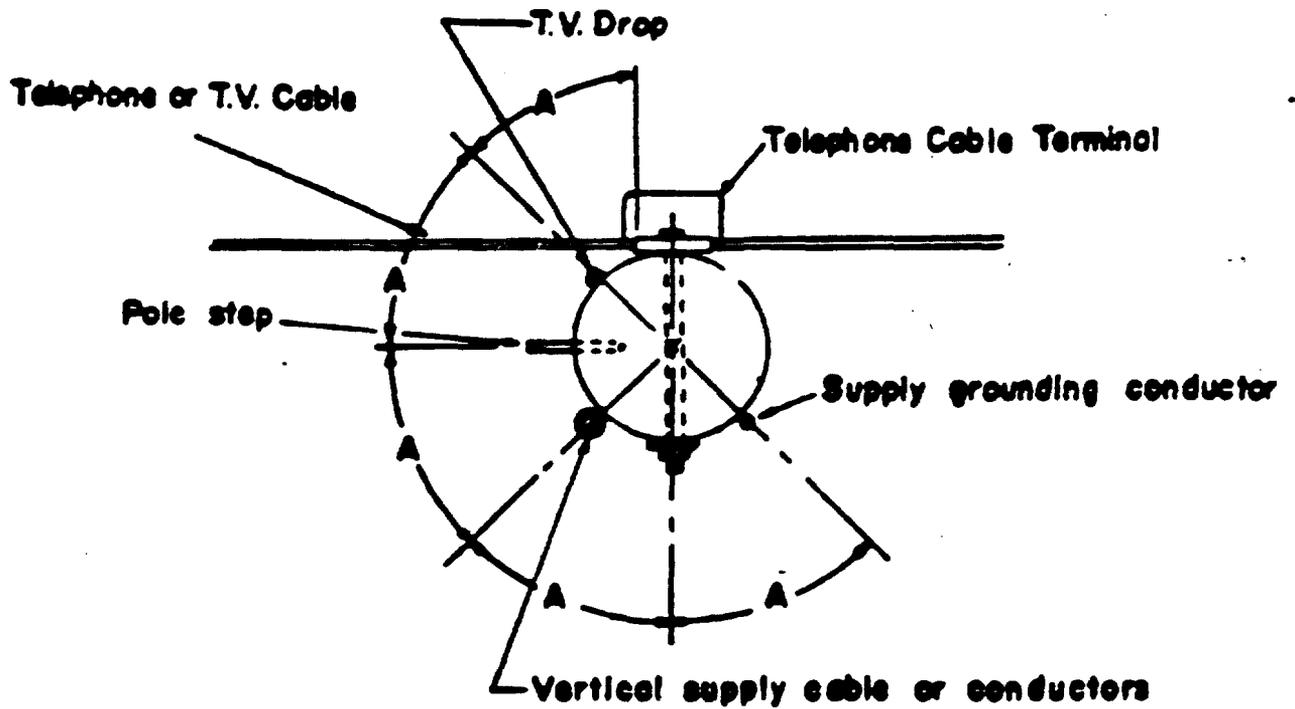
# SPAN CLEARANCE



# SPAN CLEARANCE



# HORIZONTAL CLEARANCE



Dimension 'A' to be 45° where practicable but in no case shall vertical runs have a clearance of less than 2" from the nearest metal part of the equipment of another

10 012 100 01 -

Duke Power  
for  
"Spatsburg District"

**ARTICLE 1**

**RECITALS**

**ARTICLE 2**

**ENTIRE AGREEMENT**

**ARTICLE 3**

**SCOPE OF AGREEMENT**

**ARTICLE 4**

**FEEES AND CHARGES**

**ARTICLE 5**

**SURETY BOND**

**ARTICLE 6**

**MAKE-READY WORK**

**ARTICLE 7**

**STANDARDS AND SPECIFICATIONS**

**ARTICLE 8**

**UNAUTHORIZED ATTACHMENT**

**ARTICLE 9**

**LEGAL REQUIREMENTS**

ARTICLE 10  
RISK OF LOSS

ARTICLE 11  
LIMITATION OF LIABILITY

ARTICLE 12  
INDEMNITY

ARTICLE 13  
TERM AND TERMINATION

ARTICLE 14  
REMOVAL

ARTICLE 15  
WAIVER

ARTICLE 16  
ASSIGNMENT

ARTICLE 17  
SERVICE OF NOTICE

ARTICLE 18  
SEVERABILITY

**ARTICLE 19**

**GOVERNING LAW AND VENUE**

**ARTICLE 20**

**EXECUTION AND EFFECTIVE DATE**

**POLE ATTACHMENT AGREEMENT  
BETWEEN  
DUKE POWER COMPANY  
AND**

Telecable of Greenville

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_,  
between DUKE POWER COMPANY, a South Carolina corporation, hereinafter  
referred to as "Duke or Licensor," and Telecable of Greenville  
\_\_\_\_\_, hereinafter referred to as "Licensee";

**WITNESSETH:**

**1. RECITALS**

This Agreement is made with reference to the following facts:

1.1 Licensee proposes to provide cable television service to persons residing in the Spartanburg District of Duke Power

and the vicinity thereof, as shown and enclosed by red lines on map marked Exhibit 9 hereto attached and made a part hereof, and desires to utilize the power line corridors and poles of Licensor for such purpose.

1.2 Duke is willing to authorize the installation of attachments on its poles to the extent Duke, in its sole discretion, may deem appropriate and in accordance with the terms of this Agreement.

**2. ENTIRE AGREEMENT**

This Agreement embodies the entire understanding between Licensor and Licensee and shall supersede any prior contracts, representations, negotiations or letters pertaining to the subject matter of this Agreement, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind not set forth herein. This Agreement includes all documents attached hereto and incorporated herein by reference. This Agreement may not be modified or amended in any manner unless done so in writing and signed by both parties.

**3. SCOPE OF AGREEMENT**

3.1 *General* - Subject to the provisions of this Agreement, Duke agrees to issue to Licensee a license in the form of Exhibit A hereto attached, as it may be revised from time to time, authorizing attachment of Licensee's cable television facilities to the utility poles of Licensor along and within such corridors and on such poles as are, in the sole judgment of Licensor, suitable and available for such attachments. A license must be applied for and obtained for each and every extension of Licensee's cable system where an attachment is to be made to Licensor's poles. Each license shall describe in sufficient detail the

location of the expansion and the poles on which the Licensee proposes to attach. Licensor does hereby license attachments to the poles of Licensor made prior to the date of this Agreement by Licensee or by Licensee's predecessor under a prior attachment agreement and which were made in strict compliance with the terms and conditions of the prior attachment agreement. All licenses issued under any such prior agreement shall be incorporated as made under this Agreement.

3.2 *Facilities* - The cable television system attached by Licensee shall consist of a single television transmission cable with other necessary appurtenances to be used only for the one-way transmission of video broadcast material to subscribers incident to the operation of a cable television system. Cable television service hereunder shall not include any type of data transmission service. Use of Licensee's facilities for any other purpose is prohibited. Joint use of underground trenches or rights of way are not included within the scope of this Agreement. No license shall be granted for the use of corridors, lines, poles or towers classified by Licensor for transmission use.

3.3 *Attachments* - Upon issuance of a license, Licensee shall have the nonexclusive right to attach its transmission cable, riser cable, guys, service drops, amplifiers and other appurtenances, to the poles described in such license.

#### 3.4 *Rights Reserved*

3.4.1 No use, however extended, of poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership of property rights in such poles. Licensee's right herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Duke's rights to use the public or private property at the location of such poles.

3.4.2 Nothing contained in this Agreement shall be construed to compel Duke to construct, retain, extend, place or maintain any pole or other facilities not needed for Duke's own service requirements.

3.4.3 Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition against Duke with respect to any agreement and/or arrangement which Duke has heretofore entered into with others not a party to this Agreement, or may in the future enter into with any electric utility, regulated local service telephone utility or municipality regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subordinate to any such existing or future agreement and/or arrangement with electric utilities, regulated local service telephone utilities and municipalities.

3.4.4 In the event either Licensor, other electric utility, a local service telephone utility or a municipality desires to attach facilities to a pole to which Licensee has previously attached its cable and by reason of the presence of Licensee's

cable said pole cannot support or accommodate the proposed facilities of Licensor, other electric utility, telephone utility or municipality, then Licensee shall either remove its cable from the pole or pay to the Licensor all costs incurred in making the pole capable of accommodating or supporting the proposed facilities. Licensee shall remove its cable or pay make-ready costs in those cases where in the opinion of Licensor the pole would have accommodated or supported the facilities of the Licensor, other electric utility, telephone utility or municipality but for the presence of Licensee's cable. Make-ready cost shall be determined in accordance with Article 6 *infra*.

3.4.5 If Licensee does not rearrange, transfer or remove its cable or guy wire within thirty (30) days following the date of written notice from Licensor regarding such requirements, Licensor, other electric utility, local service telephone utilities or municipalities may perform the work involved and Licensee shall pay the full costs thereof.

3.4.6 Licensor reserves to itself, its successors and assigns, and to the owners of other facilities attached to said poles, the right to maintain, replace and enlarge its facilities and to operate the same from time to time in such manner as will best enable it, in its sole judgment, to meet the needs of its customers and fulfill its own service requirements. Licensor shall not be liable to Licensee or to Licensee's customers for any interruption to service of Licensee or for interference with the operation of Licensee's cable arising in any manner out of the use of Licensor's poles hereunder, or arising in any manner out of the condition or character of Licensor's facilities or the manner of the operation thereof.

3.4.7 Licensor reserves the right and option, exercisable in its sole discretion, upon written notice thereof to Licensee, to withdraw from any obligation to issue licenses for additional corridors or attachments. In the event Licensor shall withdraw the right to additional licenses, this Agreement shall remain in force as to all licenses then in existence unless terminated by either party pursuant to Article 13.

#### 4. FEES AND CHARGES

4.1 *Attachment Fee* - Licensee shall pay to Licensor, for attachments of its cable to poles under this Agreement, rental in an amount to be determined by multiplying the number of poles to which Licensee is attached by the maximum Annual Pole Attachment Fee allowable under the rules and regulations issued by the Federal Communications Commission pursuant to the Federal Pole Attachment Act or as may be determined by the appropriate state regulatory commission, as the case may be. The parties agree that the fee in effect under any prior agreements shall remain in effect for the remainder of the current billing period. Beginning with the next billing period, the Annual Pole Attachment Fee for the attachment of Licensee's cable shall be \$3.50 per pole per year.

At the request of either party, the Annual Pole Attachment Fee may be adjusted retroactive to January 1 of the year during which such request is made. The Annual Pole Attachment Fee shall be based upon data from Licensor's Federal Energy Regulatory Commission (FERC) Form 1 for the calendar year immediately preceding.

#### **4.2 Attachment Fee**

4.2.1 The Attachment Fee shall be assessed semiannually based upon the number of poles of Licensor for which licenses have been issued, less those for which the license has been terminated, as of December 1 or June 1 and multiplied by one half the Annual Pole Attachment Fee.

4.2.2 The Attachment Fee shall be assessed as of the effective date of the License and shall not be refundable due to early termination of such License.

4.3 *Additional Fee* - The fee imposed upon Licensee specified in Article 4.1 is for the right to attach Licensee's cable to Licensor's poles under §224 of the Communications Act of 1934 and regulations pursuant thereto. Licensee shall pay an Additional Fee for the following services:

4.3.1 *Amplifiers* - For the privilege of attaching amplifiers, power supply apparatus or similar devices, hereinafter termed "amplifiers", to any pole of Licensor, Licensee shall pay an annual fee equal to two times the Annual Pole Attachment Fee then in effect. Licensee shall report on December 1 and June 1 of each year the number of amplifiers attached to Licensor's poles. The Additional Fee for amplifiers shall be assessed semiannually based upon the number of amplifiers attached to Licensor's poles as of December 1 or June 1 and multiplied by the Annual Pole Attachment Fee. No charge shall be made for in-line amplifiers attached to Licensee's cable and not directly attached to Licensor's poles.

4.4 *Fees Cumulative* - The fees herein charged for additional attachments are cumulative. Licensee agrees to pay cumulative rental for all attachments upon any single pole.

4.5 *Adjustment of Additional Fees* - In the event the basic Annual Pole Attachment Fee is adjusted pursuant to Article 4.1, then the Additional Fee in Article 4.3 shall be adjusted proportionally to any increase or decrease in the Annual Pole Attachment Fee.

4.6 *Terms of Payment* - The Attachment Fee and all Additional fees shall be payable in advance in semiannual payments as of the First day of January, based upon the number of poles to which Licensee is attached and the number of amplifiers attached to Licensor's poles as of the preceding first day of December, and the First day of July, based upon the number of poles to which Licensee is attached and the number of amplifiers attached to Licensor's poles as of the preceding first day of June of each year. Nonpayment shall constitute a default of this Agreement.

4.7 *Cost* - Bills for costs and expenses reimbursable under this Agreement, except those advance payments specifically covered herein, and bills for additional rental or rebates resulting from retroactive adjustments pursuant to Article 4.5, shall be payable within thirty (30) days after presentation. Nonpayment of bills shall constitute a default of this Agreement.

4.8 *Late Payment Penalty* - If Licensee shall fail to pay when due any sum due Licensor hereunder, Licensee shall pay in addition to the sum due a late payment penalty of 1.5% for each 30-day interval or portion thereof. Partial payment shall be applied first to payment of accrued penalties.

5. *SURETY BOND*

Licensee shall furnish bond or an irrevocable, standby letter of credit issued by a federally chartered commercial bank of good standing and acceptable to Licensor, in such amount as Licensor from time to time may require, and in an initial amount in accordance with Exhibit C hereto attached, to guarantee the payment of any sums which may become due Licensor for fees due hereunder or charges for inspections or for work performed for the benefit of Licensee under the Agreement, including the removal of Licensee's facilities upon termination of this Agreement by any of its provisions. If Licensee shall fail to pay any sums demanded by Licensor as due under this Agreement, Licensor may, at its option, receive payment from Licensee's surety or sureties, whether or not Licensee contests its liabilities to pay such sum, and whether or not Licensor exercises any other rights or remedies it may have at law or under this Agreement. Failure of Licensee to continually comply with this Article 5 shall be an event of default.

6. *MAKE-READY WORK*

6.1 *Pole*

6.1.1 When an application for a license is submitted by Licensee, a field survey shall be required, at Licensee's expense, for each pole to which attachment is requested to determine the adequacy of the pole to accommodate the cable television facilities.

6.1.2 The field survey shall be performed jointly by representatives of Licensor and Licensee. Licensee shall furnish to Licensor data necessary to perform the field survey, in a format specified by Licensor and according to standards of accuracy and completeness satisfactory to Licensor.

6.1.3 In the event Licensor determines that a pole to which Licensee desires to attach is inadequate or otherwise needs modification to the existing facilities of Licensor to accommodate the Licensee's facilities, Licensor shall notify Licensee in writing of the estimated charges for the Make-Ready Work that will apply. Licensee shall have sixty (60) days from the date of the

notice to indicate its authorization for completion of the required Make-Ready Work and acceptance of the resulting charges.

6.1.4 Licensee shall pay Licensor for Make-Ready Work prior to Licensor's commencing same in such amounts as determined by Licensor in its sole discretion. The method used by Licensor to determine charges for Make-Ready Work may be altered by Licensor at any time without notice to Licensee.

6.1.5 Licensee shall also notify other licensees and/or joint pole participants attached to said pole and pay for any expense incurred by it or them in transferring or rearranging their facilities to accommodate the Licensee's facilities. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of facilities on any pole by reason of the use of Licensor, other licensees and/or joint pole participants of any additional capacity resulting from such replacement or rearrangement.

## 6.2 *Anchors*

Should Licensee install any anchor(s) to accommodate its guy wire, the type and placement of Licensee's anchor(s) shall be approved by Licensor prior to installation. Any such anchor shall be placed so that Licensee's guy wire does not interfere with any guy wire of Licensor.

## 7. *STANDARDS AND SPECIFICATIONS*

### 7.1 *Maintenance of Licensee's Facilities*

7.1.1 Licensee shall, at its own expense, make and maintain all its attachments and facilities in safe condition and in thorough repair, and in a manner suitable to Licensor and so that said attachment and facilities of Licensee will not conflict with or alter existing equipment or use of said poles by Licensor, or by other utility companies using or having the right to use said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon.

7.1.2 Licensee's cable shall be attached to Licensor's poles with a minimum of twelve (12) inches clearance from telephone cables, exclusive of riser cables, and shall be placed on the same side of Licensor's poles as telephone cables. The use of standoff brackets for Licensee's cables for clearance purposes is prohibited.

### 7.2 *Standards*

7.2.1 Licensee's cables, wires and appliances, in each and every location, shall be maintained in accordance with the requirements and specifications of the National Electrical Safety Code or any amendments or revisions of said Code, the latest editions of the

Bell System Manual of Construction Procedures and safety requirements of Licensor and in compliance with any rules or orders now in effect or that hereafter be issued by the State Regulatory Authority, or other authority having jurisdiction. The Licensee shall maintain its facilities on the Licensor's poles so as to avoid making said poles unsafe or unsightly in appearance. Licensee has the right to demand removal of any facilities on the Licensor's poles which will make said poles unsafe or unsightly in appearance. The Licensor has the right to refuse attachment by the Licensee of its facilities if in the opinion of the Licensor the attachment is being maintained in a manner that makes said poles unsafe or unsightly in appearance. Drawings marked Exhibits 1 to 8 inclusive, attached hereto and made a part hereof, are descriptive of required construction under some typical conditions, where span lengths are not over three hundred fifty feet (350') and voltage of power facilities does not exceed fifteen thousand (15,000) volts as measured between phase conductor and ground.

7.2.2 Licensee agrees to take any necessary precautions prescribed by Licensor, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from Licensee's attachments to Licensor's poles. If, in Licensor's opinion, Licensee has not taken such necessary precautions, Licensor shall have the right to terminate the permission herein granted upon thirty (30) days' written notice to Licensee. However, Licensor shall not be considered in any way responsible for the adequacy or inadequacy of such precautions of Licensee.

7.3 *Relocation* - Licensee shall at any time, at its own expense, upon five (5) days' notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.

7.4 *Corrections* - If any part of Licensee's facilities is placed or maintained in violation of the standards prescribed in Section 7.2 and Licensee has not corrected the violation within fifteen (15) days from the date of written notice thereof, Licensor may, in addition to any other remedies it may have hereunder, remove or have removed Licensee's facilities from any or all of Licensor's poles or perform or have performed such other work and take such other action in connection with Licensee's facilities that Licensor deems necessary or advisable to comply with the applicable standards, at Licensee's cost and expense and without any liability on the part of Licensor; provided, however, that when in the sole judgment of Licensor such a condition may endanger the

safety of the employees of Licensor, other licensees, utilities or municipalities or the employees of other third parties, or interfere with the performance of any service obligations of Licensor, other licensees, utilities or municipalities, Licensor may take such action without prior notice to Licensee.

*7.5 Inspection of Licensee's Facilities* - Licensor may make periodic inspections of any of Licensee's facilities, and Licensee shall reimburse Licensor for one (1) inspection every twenty-four (24) months, for any such inspection resulting from a serious safety violation or a series of three or more violations of the Standards set forth in Section 7 during a twelve (12) month period or for inspections made in connection with any unauthorized attachment to poles or anchors of Licensor. Licensor shall give Licensee advance written notice of such inspections, except in those instances where, in the sole judgment of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. The making of periodic inspections, or the failure to do so, shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

## 8. *UNAUTHORIZED ATTACHMENT*

8.1 Expansion of Licensee's cable television system or attachment of its transmission cable, riser cable, service drops, amplifiers, and other appurtenances without proper execution of an Exhibit A for such expansions is expressly prohibited. If any of the Licensee's facilities shall be found attached to poles or anchors of Licensor for which a License has not been issued, Licensor may, in addition to any other rights or remedies provided under this Agreement or by law require Licensee to remove such facilities forthwith or Licensor may remove them without liability, and the expense of removal shall be borne by Licensee, or Licensor may impose a charge and require Licensee to submit in writing, within fifteen (15) days after the date of written notification from Licensor, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required applications, or Licensor may remove such unauthorized attachment without liability, and the expense of such removal shall be paid by Licensee.

8.2 The charge for unauthorized attachments shall be \$50.00 per attachment and shall be paid by Licensee, whether or not Licensee is permitted to continue the attachment.

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

8.4 Licensor shall have the right and option to conduct an inventory of Licensee's facilities at various times during the term of this agreement, upon written notice thereof to Licensee no later than thirty (30) days in advance of such inventory. An inventory may be conducted by Licensor's employees or by others retained by Licensor for such purpose. Licensee shall have the right and option to have its employee or representative jointly conduct the inventory with Licensor's employee or representative, but if Licensee shall decline to involve a representative, then it shall be deemed to have accepted the results of the inventory. If the total number of poles to which Licensee's facilities are attached exceed the number of poles reported by Licensee by five percent (5%), or if the number of amplifiers exceed the number reported by the Licensee, by five percent (5%), then Licensee shall reimburse Licensor for its out of pocket costs of conducting such inventory plus a fifteen percent (15%) markup.

8.5 If as a result of conducting such inventory Licensor discovers that Licensee has attached its facilities to a greater number of poles than have been reported by Licensee, then Licensee shall identify those attachments which it determines to be unreported. At the option of Licensor those attachments which it has determined as unreported shall either be removed pursuant to Article 8 hereof or reported and a charge paid therefor pursuant to Article 8 hereof.

## 9. *LEGAL REQUIREMENTS*

9.1 *Laws and Regulations* - Licensee shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations which in any manner relate to the rights and obligations of Licensee under this Agreement.

9.2 *Permits* - Licensee shall obtain authority to erect and maintain its facilities on public and private property or within public streets and highways and shall secure necessary consent from state and municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of Licensor which it desires to use. No use of Licensor's corridors or poles shall be made prior to Licensee's obtaining all necessary permits. Licensee shall submit to Licensor such evidence of compliance with the foregoing requirements, as Licensor may require.

## 10. *RISK OF LOSS*

10.1 Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor, and of other licensees, utilities or municipalities attached to Licensor's poles. Licensee assumes all responsibility for any and all loss or damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and to other licensees, utilities or municipalities, as appropriate, of the occurrence of any such damage and shall reimburse the respective parties for all costs incurred in making repairs.