EXHIBIT A

MASTER LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 26th day of APRIL, 1990, by and between PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation, with its principal place of business in Plainfield, Indiana (hereinafter called "Licensor"), and Comcast Cablevision of Indianapolis, Inc., an Indiana Corporation, with its principal place of business in Indianapolis, Indiana (hereinafter called "Licensee"),

W I T N E S S E T H:

WHEREAS, Licensor owns, operates and maintains electric lines and poles in 69 counties in the State of Indiana; and

WHEREAS, Licensee owns and/or operates cable television rights, lines, and equipment and provides cable television services to its customers and Licensee desires to place certain lines, attachments and apparatus on certain poles of Licensor, for the limited purpose of the transmission of television signals in compliance with any and all local, state or federal regulations; provided, that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to customers of Licensor; and

WHEREAS, Licensor is willing to permit Licensee to place said lines, attachments and apparatus on its poles in the area shown on Exhibit "A" attached hereto and made a part hereof, under and subject to the conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the following terms, provisions and promises, the parties, for themselves, their successors and assigns, do hereby agree as follows:

1. Definitions

(a) For the purpose of this agreement, the phrase "joint use pole" when used herein shall mean a wood pole conforming to the latest specifications of the American Standards Association, and having a preservative treatment in accordance with the best practice when the pole was installed to support the overhead facilities of Licensor.

(b) A "pole contact" is defined as any attachment by Licensee to the poles of Licensor of any or all of the facilities covered by this agreement.

(c) The phrase "net costs" shall mean and shall be computed by the following formula:

Present value of the replaced facilities (reproduction cost with overheads depreciated); plus removal cost; minus salvage; plus additional cost of new facilities (difference in cost in place of new facilities and reproduction cost new of replaced facilities with overheads); plus all transfer costs; plus engineering costs. "Net costs" shall be used when pole replacement or modification is necessary to provide space for attachments of Licensee.

(d) The phrase "replacement costs" shall mean and shall be computed by the following formula:

Cost to remove existing facilities; minus the salvage value of the removed facilities; plus the cost to install replacement facilities including materials, labor and overhead expenses; plus all transfer costs; plus engineering costs. "Replacement costs" shall be used as set out in Section 4(e) of this agreement. This methodology is not applicable when pole replacement is necessary to provide space for attachments of Licensee.

(e) The term "Licensor's facilities" shall mean poles, conductors, conductor supports, insulators, guys, transformers, and any other equipment used in the transmission and distribution of electricity.

(f) The term "Licensee's facilities" shall mean cables, cable supports, power supplies, amplifiers, and any other equipment necessary for the operation of a cable television system.

2. Space Allocation and Measurement

(a) The attachments and apparatus of Licensee shall be located so as to provide not less than the minimum clearances required by all specifications referred to in Section 5.

(b) On any joint use pole, Licensee shall be entitled to occupy one foot of space, subject to clearance requirements of Licensor, any other licensee, and the National Electrical Safety Code. Licensee's power supplies may be located outside of that one foot of space upon the prior written consent of Licensor.

(c) On any joint use pole, Licensor reserves the right to use exclusively that portion of the pole upward from the point at which minimum clearance may be obtained from

Licensee's facilities pursuant to the National Electrical Safety Code.

(d) Nothing herein shall be construed to prevent occupancy by Licensor of space on any poles in excess of that reserved hereby.

(e) Licensee's right to contact Licensor's poles as set forth herein is subject to availability of space in conformance with the NESC and the other terms of this Agreement. Further, Licensor, in its sole discretion, may further limit or deny access and contacts with its poles for reasons of safety and electric service reliability.

3. Installation and Maintenance of Attachments

(a) Except as otherwise expressly provided herein, each party shall install, place, maintain, rearrange, transfer, remove and provide all necessary materials and labor for its own attachments (including any tree trimming or cutting incidental thereto), and shall place such guys and anchors as are necessary to sustain the unbalanced strain of its own attachments, all at its own expense, and shall at all times perform such work promptly, subject to the provisions of Section 5 hereof.

(b) It is understood and agreed that Licensee shall, in the exercise of any of the rights granted by this agreement, assume responsibility for and at its own expense, secure all necessary easements, permits and licenses that may be required from any person, corporation or governmental unit, including but without limiting the generality thereof, all easements, anchor permits and tree trimming permits.

4. Erecting, Rearranging Facilities or Relocating Poles

(a) Whenever any pole used, or to be used jointly under the provisions of this agreement, is insufficient in size or strength for the existing attachments because of the additional attachments of Licensee or the proposed immediate additional attachments of Licensee thereon, or such pole is ordered relocated by some governmental unit having authority to compel relocation, Licensor shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require.

(b) In any case where a pole is erected to replace a pole solely because such other pole is not tall enough or strong enough to provide adequately for Licensee's requirements, or Licensor's facilities are replaced solely to

provide enough space on the poles to permit the installation of Licensee's facilities as provided in (e) of this Section, or Licensee's space is needed as provided in (c) of this Section, the Licensee shall pay to Licensor the total "net cost" incurred by Licensor upon erection of such new pole and/or pay the total "replacement costs" incurred by Licensor in replacing the facilities, all in accordance with Licensor's method of computing "net cost" and "replacement costs." Licensee shall not be liable for the cost of that portion of any pole or facility which is in excess of the minimum required as a result of Licensee's requirements or facilities, unless such portion of any pole or facility is the direct result of Licensor's purchasing or engineering standards in order to meet Licensee's requirements. The minimum required by Licensee of any pole or facility as a result of Licensee's attachments shall be determined by Licensor, and Licensor shall explain the basis for that determination to Licensee. Any new poles and/or facilities shall be and remain the property of Licensor.

(c) If it is necessary for Licensor, or for another regulated utility with whom Licensor has an agreement for the joint use of wood poles, or for another Cable Company with whom Licensor has a prior agreement for the joint use of wood poles, to use the space on poles occupied, or contracted for, by Licensee, Licensee shall, upon receipt of 30-days' written notice, either vacate the space by the removal of its attachments or shall authorize Licensor to replace the poles at the expense of Licensee and Licensee shall pay for said replacements as provided for in (b) of this section; <u>provided, however</u>, that Licensee has not heretofore paid for the replacement of such poles.

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

(e) With prior mutual agreement where it may be advantageous to all parties to replace a significant portion of the facilities (other than poles) of the Licensor or others to accommodate the attachments of Licensee, Licensee shall pay the Licensor the total "replacement costs" incurred by Licensor for such replacement.

(f) Whenever it is necessary to replace or change the location of a joint use pole for reasons other than those set out in (b), (c) and (d) of this section, and over which Licensee has no control, Licensor shall, before making

such change, give due notice thereof to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its attachments. In case of any such pole replacement or relocation where Licensor has transferred or removed its attachments and Licensee has not transferred or removed its attachments within sixty (60) days after receipt of such written notice, Licensee shall thereupon become liable for such old pole as provided in Section 7(a).

(g) In the event of any changes contemplated by (a), (b), (c), (d), (e), or (f) of this Section, Licensee shall pay the entire cost of any removal, transfer or installation of its own attachments, as the case may be.

(h) If it is determined by Licensor that ground clearance or clearance between the attachments of Licensor and a regulated utility or other entities with which Licensor has agreements for the joint use of wood poles, is less than the requirements set out in the National Electrical Safety Code at the time the attachments were erected, Licensor shall arrange, at no cost to Licensee, to obtain clearance requirements with these entities prior to consideration of erecting, rearranging, or relocating Licensor's facilities for Licensee. If such clearances were in compliance with the applicable code at the time of initial erection and if accommodation of Licensee's attachments causes the pole to be replaced or the attachments on the poles to be rearranged or relocated, Licensee shall bear the "net costs" or "replacement costs" of such replacement, rearrangement, or relocation.

5. Specifications

(a) The attachments of Licensee at the time of erection shall be in conformity with the recommendations and requirements of the latest edition of the National Electrical Safety Code, any lawful rulings of State or other governmental authorities having jurisdiction that may exceed such recommendations and requirements, and the rules and practices of Licensor as set forth in this agreement and in Exhibit "B" attached hereto. If Licensee and Licensor disagree on the interpretation or application of the National Electrical Safety Code, or disagree on the interpretation or application of the lawful rulings of the state or other governmental authorities, or disagree on the interpretation or application of the rules and practices of Licensor as set forth in Exhibit "B", the decision of Licensor shall prevail unless later official determinations establish a different interpretation.

(b) It is understood and agreed between the parties that the rules and practices set out in Exhibit "B" may be changed by Licensor or new rules and practices may be adopted by Licensor without resort to the provisions of Section

14 hereof, relating to supplementing or amending this agreement, and Licensee agrees to be bound by and to any such change or adoption.

(c) If Licensor should change or adopt a rule or practice, or rules and practices, for the joint use of poles by Licensee, Licensor shall give Licensee written notice of such change or adoption in the manner contemplated by Section 15 hereof and Licensee agrees to make such changes or alterations in its installations or maintenance of its facilities as may be required in order to comply fully with the provisions of such notice. In the absence of a contrary provision in said notice, Licensee agrees to complete required changes or alterations within thirty (30) days after receipt thereof.

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

6. Maintenance of Poles

Licensor shall, at its own expense, maintain its joint use poles in a safe and serviceable condition and in accordance with the Specifications referred to in Section 5 above, and shall replace, subject to the provisions of this agreement, such poles that become defective. Each party shall, at its own expense, maintain all of its own attachments in accordance with the Specifications referred to above, and keep them in safe condition and in repair.

7. Abandonment of Joint Use Poles

(a) If Licensor desires at any time to abandon any joint use pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, Licensor shall have no attachments on such pole and Licensee shall not have removed all of its attachments therefrom, Licensee shall pay to Licensor a sum equal to the then value in place of such abandoned pole or such other equitable sum as may be agreed upon by the parties. Upon full payment of that amount, Licensor shall provide Licensee with a properly authorized bill of sale for such pole and such pole shall thereupon become the property of Licensee. Licensee shall save harmless the Licensor from every obligation, liability, and cost, and from all damages, expenses or charges incurred thereafter, arising out of or alleged to arise out of the presence of or the condition of such pole or any attachments thereon. If Licensee fails to pay Licensor at the

expiration of said sixty (60) day period, Licensor may remove Licensee's attachments from said pole and remove the pole, and may charge Licensee for the reasonable expenses Licensor incurred in such removal.

(b) Licensee may at any time abandon the use of a joint use pole by giving Licensor due notice in writing of such abandonment, as provided in Section 14, and removing from such pole all attachments that Licensee may have thereon, and in case of such abandonment of the use of any such pole, Licensor shall be entitled to retain the full rental payments made by the Licensee for the then current year for the space on said pole set aside for the use of Licensee.

8. Rentals, Charges and Rates

(a) Licensee shall pay an annual rental to Licensor as specified in Exhibit "C", attached hereto, for the use of each and every pole of Licensor which is occupied in part by Licensee, and for every pole on which space has been reserved, at the Licensee's request, for the attachments of Licensee. That annual rental shall be in effect for the first year of this agreement and for each succeeding year that this agreement is in effect unless, at least thirty days prior to the expiration of any annual rental period, Licensor gives written notice to the Licensee that the annual rental has been changed.

(b) The annual rental period covered by this agreement shall be the twelve-month period between January first and December thirty-first. The rent payable for each such rental period during the continuation of this agreement shall be for all attachments made pursuant to paragraph 8(a) as of June 1, and the amount so determined shall be due and payable on or before July 1 of the relevant rental period. In order to determine the number of attachments for billing purposes, on or before June 10 of each year, Licensee shall provide Licensor's commercial representative a statement of the number of Licensee's attachments as of June 1, and such statement of attachments shall be broken down by the number of attachments in each of Licensor's operations districts. Licensor shall have the right to audit Licensee's records used for determining the number of pole attachments, and take such other steps as may be necessary to verify and/or determine the number of attachments by Licensee on Licensor's poles. If Licensor disputes the number of attachments stated by Licensee, then Licensor shall so inform Licensee in writing, and the parties shall immediately attempt to resolve the issue. If the issue cannot be resolved satisfactorily, either party may terminate this Agreement and pursue such other rights as it may have. The annual rental per pole shall apply to any attachments made or removed during the year and rents shall not

be prorated; provided, however, that if this agreement is executed between June 1 and December 31, Licensee shall pay to Licensor within fifteen (15) days of the date of this agreement one-half (1/2) of the annual rental due hereunder for attachments made or anticipated during that period. In addition, if Licensee or one of its subsidiaries adds a major extension of more than 500 contacts to its existing service area after June 1, Licensee shall pay to Licensor one-half (1/2) of the annual rent due for said attachments during that period on or before January 15 of the next year. Thereafter, the payments shall be due and payable for the new pole contacts (as well as previously existing pole contacts) by July 1 of the annual rental period.

(c) If Licensee requires a source of electrical energy for the power supplies to the cable system which constitute a part of the attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of Licensor's tariff on file with and approved by the Indiana Utility Regulatory Commission, as amended from time to time.

(d) If Licensee wishes to transmit other than television signals under this Agreement, Licensee shall give Licensor 90-days' written notice of such intent, including with such notice complete data and drawings for all changes, additions, and deletions to Licensee's facilities. If Licensor believes that such changes in transmission will interfere or compete with the corporate purposes of Licensor, Licensor shall so notify Licensee. If Licensor believes that such changes will not interfere or compete with the corporate purposes of Licensor, Licensor shall review the proposed changes to see if they affect the safety of Licensor's employees or the general public, or will affect the general loading requirements on Licensor's poles. If safety or general loading requirements are affected, Licensor shall so notify Licensee, and the parties shall negotiate appropriate amendments to this Agreement, including increases in the pole attachment rates, to reflect those changes. If the parties are unable to agree to appropriate amendments to this Agreement within 90 days from the date of Licensee's notice to Licensor of intent to make the changes, Licensee shall be allowed to make the changes at the rates requested by the Licensor; provided, however, that the parties shall resume negotiations on the required amendments to the Agreement and if they are unable to arrive at a mutual understanding prior to November 30 of the current annual rental period, this Agreement shall automatically expire at the end of that current annual rental period.

9. Defaults

(a) If Licensee shall default in any of its obligations under this agreement, including any failure to

comply with the standards established herein for the construction, operation and maintenance of the attachments and apparatus, and such default shall continue for a period of thirty (30) days after written notice thereof from Licensor to Licensee, all rights of Licensee hereunder, including its right to occupy the joint use poles involved, shall be rescinded, the Licensee shall be so notified, and the Licensor may, without further notice and at the expense of Licensee, remove any or all of Licensee's attachments and apparatus from the poles of Licensor. Licensor shall not incur any liability and shall be held harmless by Licensee from liability for all claims by other entities or persons arising from or alleged to arise from such action, except insofar as such claims are caused by the sole negligence of Licensor, its representatives, or its employees.

(b) If Licensee shall default in the performance of any work which it is obligated to do at its sole expense under this agreement, the Licensor may elect to do such work and the Licensee shall reimburse the Licensor for the cost thereof within fifteen (15) days from the date of Licensor's invoice to Licensee.

10. Liability and Damages

(a) (1) Licensee shall be liable for any damage to Licensor's property which occurs directly or indirectly as a result of Licensee's activities pursuant to this Agreement although caused in whole or in part by Licensor or Licensor's agents.

(2) Licensee hereby releases and shall hold Licensor and its agents harmless from all liability for damage to Licensee's property affixed to Licensor's poles and other facilities except to the extent such damage occurs as a result of the sole negligence of Licensor or its agents. This release of liability does apply to damage to Licensee's property caused by the concurrent negligence of both parties or their agents and damage the cause of which cannot be traced to the sole negligence of the Licensor and/or its agents.

(3) Licensee shall defend, indemnify, and hold Licensor harmless from any and all claims and lawsuits by third parties (and expenses incurred by Licensor related to such claims and lawsuits) that arise out of or are related to (i) Licensee's facilities; (ii) the exercise of Licensee's rights or obligations pursuant to this agreement; (iii) the use of Licensor's facilities by Licensee; or (iv) the performance or failure to perform any work or service by Licensee or its agents. This indemnity and hold-harmless agreement shall apply to such claims and lawsuits against Licensor, even though the injuries or damages alleged in such claims or lawsuits are due

in whole or in part to a negligent act or omission on the part of Licensor or its agents. Further, the foregoing indemnity and hold-harmless agreement shall require Licensee to reimburse Licensor for any and all of its expenses, including attorney fees, in responding to and defending any claims or lawsuits to which this agreement applies or incurred in the enforcement of this indemnity and hold-harmless agreement. "Expenses" for purposes of the preceding sentence includes the salaries of Licensor's employees, including its attorneys, allocated in proportion to the time expended by such employees in responding to such claims and lawsuits.

(4) If any of the foregoing provisions under paragraph 10(a) are found to be contrary to law in whole or in part by a court of competent jurisdiction, the remainder of the provisions shall, in all other respects, be and remain legally effective and binding.

(b) It is understood and agreed that Licensee shall install, maintain and operate its facilities in such a manner as not to interfere in any way with other communication systems or with television or radio reception of the public. If any of Licensee's facilities are found to be the cause of any such interference, Licensee shall take immediate steps to eliminate the cause and if such is not eliminated at the earliest practicable opportunity, Licensee shall remove from operation the interfering cause. The liability imposed upon Licensee in paragraph 10(a) is applicable to any liability arising out of any interference to other communication systems or to television or radio reception of the public.

(c) Licensee shall cause, and shall direct each of its subcontractors to cause, the insurance company providing Workmen's compensation insurance for the Licensee or subcontractors during the whole of the effective period of this agreement to file Form 18A with the Industrial Board of the State of Indiana to certify to the satisfaction of said Board that Licensee and its subcontractors have complied with all applicable requirements of "The Indiana Workmen's Compensation Act of 1929," as amended to date, and the "Indiana Workmen's Occupational Diseases Act" of 1937 as amended to date. Licensee shall pay all compensation, awards, allowances, physicians' fees, hospital fees, nurse's charges and burial expenses due to any person on account of the injury, death, treatment, hospitalization, care or burial of any employee of Licensee who may suffer injury, occupational illness or death in the course of the performance of any part of the work under this agreement, as Licensee may be required to do by any state or federal workmen's compensation law or employers' liability law applicable; and shall indemnify, defend and save harmless Licensor from any and all claims for any compensation, award, allowance, physician's fee, hospital fee, nurse's charge or

burial expense, including third party tortfeasor suits instituted under Section 13 of "The Indiana Workmen's Compensation Act."

(d) Licensee shall procure, and keep in force during the entire period while this agreement is in effect, a policy or policies of insurance, in form acceptable to Licensor and issued by an insurance company acceptable to Licensor, adequately protecting Licensee and Licensor from and against any and all claims, losses or actions arising out of or in any way connected with the facilities of Licensee to be installed pursuant to this agreement. Any such insurance policy or policies except for Workmen's Compensation shall specifically designate Licensor as a named insured, and within 10 days of the execution of this contract, Licensee shall provide Licensor with Certificates of Insurance, for itself and each of Licensee's subsidiaries within Licensor's service territory in the State of Indiana, which shall provide evidence of insurance in amounts of not less than:

Workmen's Compensation	Statutory Requirements
Employer's Liability	$100,000 Each Person
Comprehensive General Liability	
Bodily Injury	$750,000 Each Person
Bodily Injury	1,500,000 Each Occurrence
Property Damage	750,000 Each Occurrence
Contractual Liability	
Bodily Injury	$750,000 Each Person
Bodily Injury	1,500,000 Each Occurrence
Property Damage	750,000 Each Occurrence

Licensee shall provide Licensor with additional certificates of insurance on or before each annual renewal date of this Agreement.

(e) Licensee also shall obtain and keep in force during the whole of the effective period of this agreement a performance bond, for itself and each of its subsidiaries within Licensor's service territory in the State of Indiana, in form acceptable to Licensor and issued by a surety company acceptable to Licensor, payable to Licensor in the amounts specified in Exhibit "D", attached hereto and made a part hereof by this reference, to guarantee the faithful performance by Licensee of its obligations under this agreement. Such performance bond shall be furnished to Licensor within 30 days of the execution of this agreement and shall be maintained on file with Licensor. This provision or the exercise of it by Licensor

shall not be construed to waive any rights Licensor has under Section 9 of this agreement. Evidence of the continuing and effective performance bond shall be provided by Licensee to Licensor on or before each annual renewal date of this Agreement.

(f) In lieu of a performance bond as listed in paragraph 10(e) above, Licensee may provide Licensor an irrevocable letter of credit from a bank acceptable to Licensor in which case evidence of the continuing effective irrevocable letter of credit shall be provided by Licensee to Licensor on or before each annual renewal date of the Agreement. Licensor may grant Licensee a performance bond waiver when Licensee meets the following conditions of waiver:

(1) completion of three (3) consecutive years of timely payment; and
(2) submission to Licensor of annual certified financial statements, the substance of which is acceptable to Licensor.

Licensor reserves all rights to determine acceptability of the irrevocable letter of credit or performance bond waiver request.

11. Rights of Other Parties

Nothing herein shall be construed to limit the rights of Licensor, by contract or otherwise, to confer upon others, not parties to this agreement, rights or privileges to use the joint use poles covered by this agreement, or to continue and extend such rights or privileges already granted to other entities.

12. Term of Agreement

This agreement shall continue in force and effect until December 31, 1991, and thereafter from year to year unless terminated by either party by giving written notice of its intention so to do not less than thirty (30) days prior to the end of any annual period; provided, however, if the Licensee shall fail to commence construction of said attachments and apparatus to the poles of Licensor within the period of one hundred eighty (180) days after the date of execution of this License Agreement then this License Agreement shall be null and void, and of no further force and effect thereafter. Upon termination of this agreement, as herein provided, Licensee shall commence removal of its attachments and apparatus from the poles of Licensor thirty (30) days from the date of termination and shall complete removal within ninety (90) days after the effective date of such termination. Nothing in this paragraph shall limit the rights of Licensor to terminate this Agreement and remove Licensee's attachments pursuant to paragraph 9 concerning defaults.

13. Waiver of Terms or Conditions

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

14. Supplemental Agreements

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

(b) If Licensee desires to add or reduce the number of pole contacts, a sketch, map, or other mutually acceptable notice shall be submitted to Licensor as provided in Section 15 below, setting out in detail the pole numbers, exact location of the poles and the quantity of poles involved in the addition or subtraction (see Exhibit "E"). Licensor reserves the exclusive right to determine the size of the pole necessary to support the changes detailed by Licensee.

15. Communication - Notices

Unless otherwise agreed to in writing by the parties, notices and communications shall be given and made as follows:

(a) Certificates of insurance, performance bonds, statements of the number of pole attachments for purposes of computing rental charges, requests for assignment or amendment of the License Agreement shall all be sent by Licensee to

Director, Customer Services (or his designee)
Public Service Company of Indiana, Inc.
1000 East Main Street
Plainfield, Indiana 46168

Likewise, any requests, consents, demands, or statements related to these topics shall be communicated by Licensee through the Licensor's Director, Customer Services, or his designee.

Licensor shall communicate with respect to such issues to Licensee's President at the following address:

Pat Abram
Comcast Cablevision, 1414 South Penn Square
Philadelphia, PA 19102-2480

(b) Licensee shall communicate in writing directly with the District Manager of Licensor for each district in which Licensee proposes to add, remove, or reconfigure its attachments and with respect to any operations questions or problems which Licensee may have at a particular location. Attached as Exhibit "E" is a map of Licensor's service territory specifying the various operations districts of Licensor and the mailing address of each such district. Licensor shall inform Licensee of any changes in district boundaries. If Licensee has a question or issue affecting more than one operations district of Licensor, Licensor shall give notice of such issue or question in writing to all affected Licensor districts, as well as to Licensor's Director, Customer Services. For example, Licensee may have a general question or comment regarding the appropriateness or applicability of a particular specification. For its part, Licensor's operations district managers or their designees shall communicate directly with Licensee's operations supervisors with regard to placement, removal, or reconfiguration of Licensee's facilities and/or replacement or reconfiguration of Licensor's facilities as a result of or related to Licensee's activities. If Licensee's activities or proposals cause Licensor to incur costs for which Licensee if responsible under paragraphs 4 or 6, the billing of such expenses shall be handled by Licensor at its district operating level through its contacts with Licensee at that level. Unresolved issues at the district or local levels may require communication and resolution at the corporate levels of both parties.

16. Supplying Information

(a) It is understood and agreed to between the parties that Licensee, for itself and each of its subsidiaries within Licensor's service territory in the State of Indiana, shall furnish to Licensor within thirty (30) days after the execution of this agreement, detailed sketches or maps upon which will be shown the precise location by streets or roads of the joint use poles covered by this agreement and the pole numbers upon which these facilities are to be attached. Such documents shall be furnished to the operations representatives of each Licensor's districts in which Licensee already has facilities located or plans to locate facilities as well as a copy to Licensor's commercial representatives. Any proposed changes to Licensor's existing facilities and any proposed additions shall be clearly indicated. In addition, the Licensee shall furnish to Licensor, a drawing or schedule showing the pole attachment height, the minimum ground clearance within the span with the conductor at 95°F, and the horizontal location of the low point of sag. Such sketches or maps, and drawings or schedules shall be reviewed by, commented upon, approved, or rejected by the engineers of Licensor, and Licensee shall make any and all changes in said sketch, map,

drawing or schedule as are suggested by said engineers. Licensee shall not begin the installation or reconfiguration of any facilities covered by this agreement until engineering approval by Licensor is granted.

(b) Within thirty (30) days after the completion of the initial installation of the facilities, as set forth on the above mentioned sketch or map, Licensee, for itself and each of its subsidiaries within Licensor's service territory in the State of Indiana, shall furnish to Licensor a revised copy of said sketch or map showing thereon the precise location by streets or roads of each power supply, pole contact, and all other facilities of Licensee as actually installed on poles of the Licensor. Such revised sketch or map shall be verified as to accuracy by the local manager(s) of Licensor's office(s) in which Licensee's facilities are located, and shall be the basis for determining the number of contacts made initially.

(c) Licensee shall report to Licensor, on a monthly basis, any changes made in the number of poles of the Licensor contacted by Licensee, in accordance with Sections (a) and (b) listed above and Section 14(b).

(d) Upon notice by Licensor to Licensee not later than five (5) years after the execution of this agreement, and every five (5) years thereafter, the Licensor shall make a field check to verify the accuracy of the contact records hereunder. Licensee shall be entitled to accompany Licensor's personnel on that field check. If, as a result of any such field check, it is determined that the Licensee is occupying any poles of the Licensor without having advised the Licensor as provided in paragraph 16 hereof, Licensor shall so notify Licensee of those contacts and the amount due Licensor. The amount due Licensor shall be the product of the number of such contacts times the annual rental amount specified in Exhibit C for each year since the date of the execution of this agreement or from the date of the last field check, whichever is later. Licensee shall have the right for a period of ten (10) days from the date of the notice to review the results of Licensor's field check. Within twenty (20) days the date of the notice, Licensee shall pay the amount due.

17. Construction of Agreement

This agreement is deemed executed in the State of Indiana and shall be construed under the laws of the State of Indiana.

18. Prior Agreements Superseded

This agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this agreement.

19. Assignment of Agreement/Transfer or Lease of Licensee Assets

Neither party hereto shall assign or otherwise transfer this agreement or any of its rights and interests hereunder to any firm, corporation or individual, including subsidiaries, without the prior written consent of the other party. In addition, Licensee shall not convey, transfer, or lease, even to subsidiaries, any of its facilities which are attached to Licensor's poles or other equipment without Licensor's express written consent. Violation of this section by Licensee shall be a default for which Licensor is entitled to remove Licensee's attachments to Licensor's facilities. Further, to the extent Licensee has purported to assign this agreement or convey, transfer or lease its facilities attached to Licensor's poles without Licensor's consent, such transaction is void as to Licensor and any person or corporation to whom or to which the assignment or conveyance, transfer or lease has been made shall have no right to maintain any attachments on Licensor's poles.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials as of the day, month and year first above written.

PUBLIC SERVICE COMPANY OF INDIANA, INC.

By C. F. Eccles
Printed: C. F. Eccles
Title: District Manager

CATV

By Jerry J. Murray
Printed: JERRY J. MURRAY
Title: VICE PRES. + GEN. MGR.

EXHIBIT "A"

(Attach here as Exhibit "A" a map or sketch entitled "Location of the Television Signal Distribution System Service Area," stating the corporate name of Licensee, and showing, outlined in red, the service area of the Licensee as required on page 1 of this Agreement. This map shall be marked Exhibit "A", should preferably be no larger than 30" x 30", shall be properly folded to the size of 8-1/2" x 11" for inclusion in this Agreement and stapled to the Agreement in the upper left corner.) This Exhibit need not show location of Licensor's poles and lines, see Section 16 supplying information; but should illustrate the area in which contacts are planned.

EXHIBIT "B"

RULES AND PRACTICES FOR TELEVISION ATTACHMENTS

1. All of Licensee's facilities attached to Licensor's poles shall be installed to ensure compliance with all requirements of the National Electrical Safety Code in effect at the time of installation. If Licensee and Licensor disagree on the interpretation or application of such requirements, the decision of Licensor shall prevail. Licensor further reserves the right to specify requirements beyond those of the National Electrical Safety Code and to prohibit the installation of Licensee's facilities on certain poles.

2. The attachment of all cables and power supplies on Licensor's poles shall be approved in writing by Licensor's Superintendent in the area in which the jointly used poles are situated.

3. All television cables shall be located (1) on the same side of the pole as any telephone cable, if such exists; (2) on the same side of the pole as Licensor's secondary conductors; or (3) as designated by Licensor's Superintendent.

4. All power supplies and disconnects shall be located on the same side of the pole as Licensor's secondary, immediately above the television cable, with #10 copper power leads extended 24 inches for connection by the Licensor at the delivery point; a power supply and disconnect may be located below all communication cables when approved by Licensor's Superintendent, in which case Licensee shall provide flexible conduit of the required length and with the required connector to be attached to a one (1) inch hub. Licensor will install conductor to the line terminals of the disconnect switch.

5. Facilities to serve a power supply will be installed by Licensor only after Licensee has completed installation of an approved fused service disconnect switch or circuit breaker. Licensee's disconnect switch may be contained within the power supply, but in any case must be accessible to Licensor at all times. The disconnect will be left open by Licensor after the service has been connected unless otherwise requested by Licensee.

6. Licensee shall not utilize power supply equipment with auxiliary power sources which could back feed electrical potential into Licensor's system.

7. Licensee shall cause all cabinets and enclosures to be grounded by bonding the same to Licensor's pole ground with a minimum #6 solid, bare, soft drawn copper wire. If no pole ground exists on the pole, Licensor shall install such pole ground at Licensee's expense.

8. No power supply shall be installed on any of Licensor's poles on which transformers, underground electric services, capacitor banks, or sectionalizing equipment are already installed, or on any other pole that may be declared unsuitable by Licensor's Superintendent.

9. Licensee's service connections or drops to its customers shall be installed and maintained so as to provide at least thirty (30) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.

10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.

11. All attachments or facilities of Licensee shall have at least a two (2) inch clearance from unbonded hardware.

12. Licensee may, with the prior written approval of the Licensor's Superintendent in the area where the jointly used poles are situated, install crossarms, alley arms, or cable extension arms for the support of any of its facilities; however, Licensee shall not install any crossarm brace or alley arm brace above the arm which it supports.

13. Licensee shall install and maintain any and all of its facilities in a neat, safe, and workmanlike manner, consistent with the maintenance of the overall appearance of the jointly used pole and all subject to the approval of Licensor; provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this License Agreement.

14. Licensee shall install down guys or otherwise provide horizontal support for all unbalanced horizontal loading in excess of that which will impose a moment at the base of the pole in excess of 12,500 ft.-lbs. The horizontal force, so considered herewith, shall have all National Electrical Safety Code prescribed safety factors and loading conditions applied. In no case shall Licensee utilize the anchors of Licensor for support.

15. All down guys, head guys, or messenger deadends installed by Licensee shall be attached to jointly used poles by the use of "thru" bolts only. Such bolts placed in a "bucking" position shall have at least a three (3) inch vertical clearance. Under no circumstances shall Licensee install down guys, head guys, or messenger deadends by means of encircling jointly used poles with such attachments.

16. If any of Licensee's proposed facilities are to be installed upon poles already jointly used by Licensor and other parties without in any way modifying the clearance requirements set forth in these Rules and Practices, Licensee shall negotiate with such other parties as to clearances between the facilities and between the spans of Licensee and such other parties.

17. If Licensee should desire to request a change in the number of pole contacts, it shall do so by submitting the requested changes to Licensor upon a form similar to Licensor's "Request For Pole Facilities" form. (Exhibit "F" Attached).

EXHIBIT "B"
PART B

The following drawings, on file with Licensor as current at the time of this agreement, shall be attached hereto and become a part hereof:

(1) Public Service Indiana Standard - Distribution B1
(2) Public Service Indiana Standard - Distribution S125
(3) Public Service Indiana Drawing A-21635-2

EXHIBIT "C"

SCHEDULE OF POLE CONTACT CHARGES

Licensee shall pay an annual rental charge to Licensor of $3.55 per pole for each pole occupied by Licensee or on which space is reserved at Licensee's request. Such rate shall remain in effect until renegotiated or changed in accordance with the Master License Agreement.

EXHIBIT "E"

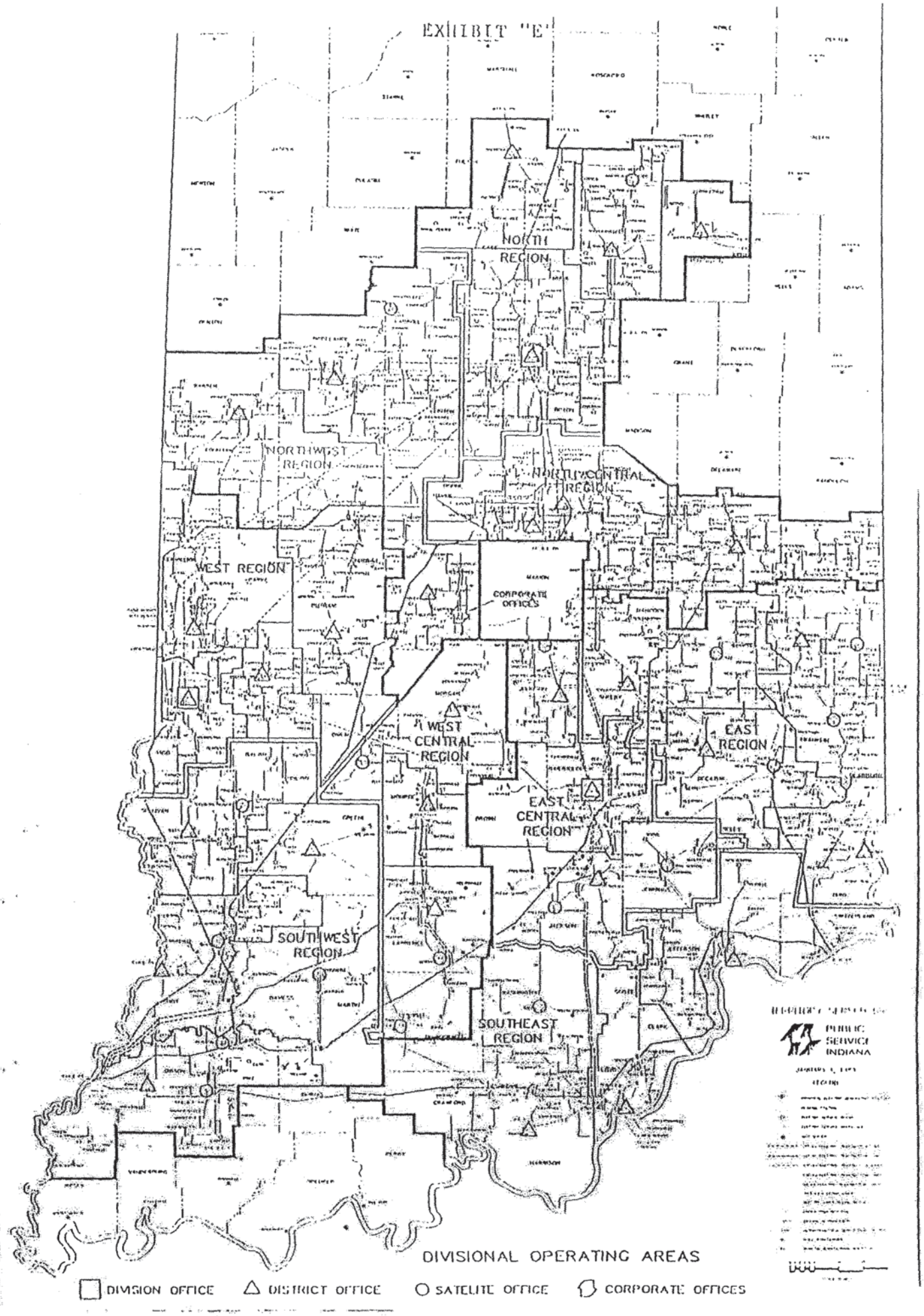

NORTH REGION
NORTHWEST REGION
NORTH CENTRAL REGION
WEST REGION
CORPORATE OFFICES
WEST CENTRAL REGION
EAST REGION
EAST CENTRAL REGION
SOUTHWEST REGION
SOUTHEAST REGION
PUBLIC SERVICE INDIANA
DIVISIONAL OPERATING AREAS
DIVISION OFFICE
DISTRICT OFFICE
SATELITE OFFICE
CORPORATE OFFICES

EXHIBIT "D"

PERFORMANCE BOND SCHEDULE

Pursuant to the provisions of Section 10(e) of the License Agreement, a performance bond shall be obtained and kept in force by Licensee, and a copy thereof shall be furnished to and maintained on file with Licensor, in accordance with the following schedule:

Number of Actual and Contemplated Pole Contacts	Amount of Bond
0 - 500	$ 10,000
501 - 1000	18,000
1001 - 1500	24,000

For each additional 500 contacts above 1500, the amount of the bond shall be increased by $4,000 up to a maximum of $50,000 regardless of number of contacts.

EXHIBIT "F"

REQUEST FOR POLE FACILITIES
Public Service Company of Indiana, Inc.
SF 96-1410 R 2/78

EXCHANGE _____ PERMIT NO. _____

PSCI MEMO NO. _____ DATE _____

TO _____ AT _____, IND

IN CONNECTION WITH OUR WORK ORDER NO. _____, THE FOLLOWING PLANT REARRANGEMENTS, CHANGES, OR ADDITIONS ARE PROPOSED (SHOW LOCATION AND BRIEF DESCRIPTION OF PROJECT)—

_____

_____

_____

NUMBER OF POLES CONTACTED THIS REQUEST

	SUPPORTING ADD	SUPPORTING REM	CLEARANCE ONLY ADD	CLEARANCE ONLY REM
TEL. CO. POLES CONTACTED				
PSCI POLES CONTACTED				

_____ DATE WORK TO BE STARTED

IS NET LOSS BILLING TO BE MADE? _____

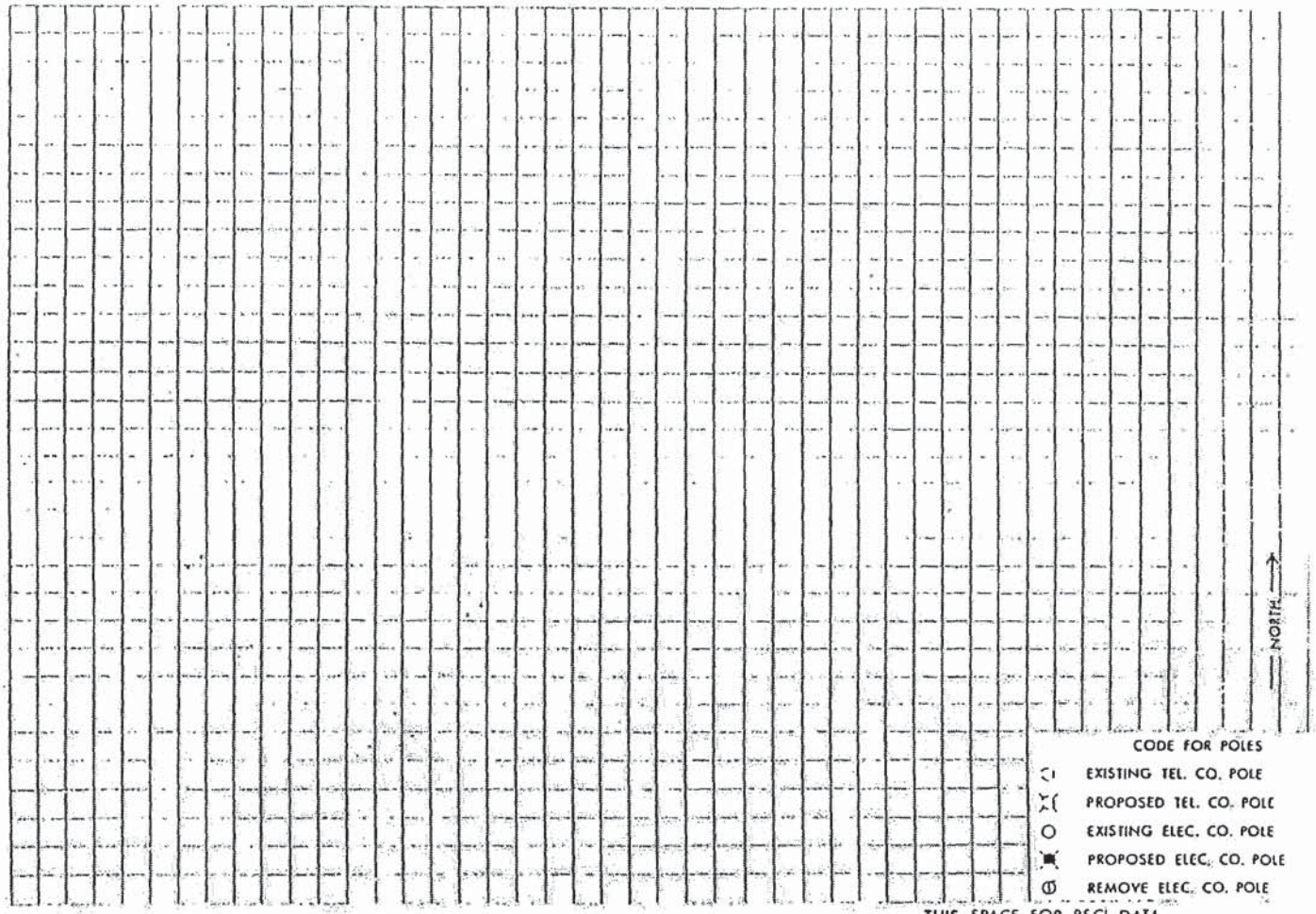
PUBLIC SERVICE COMPANY OF INDIANA,

ADDRESS _____

BY _____

TITLE _____

SKETCH SHOWING DETAILS AND CHARACTER OF ATTACHMENTS INVOLVED.



APPROVED ☐ REJECTED ☐

COMPANY _____

BY _____

TITLE _____ DATE _____

GIVE REASON FOR REJECTION ON REVERSE SIDE

THIS SPACE FOR PSCI DATA

	DATE	BY
WORK COMPLETED		
FIELD CHECKED		
NET LOSS BILLED		
NET LOSS POSTED		
CONTACTS POSTED		