

POLE ATTACHMENT AND CONDUIT OCCUPANCY LICENSING AGREEMENT

BETWEEN

VERIZON _____ INC.

AND

POLE ATTACHMENT AND CONDUIT OCCUPANCY LICENSING AGREEMENT

1. Parties.

THIS POLE ATTACHMENT AND CONDUIT OCCUPANCY LICENSING AGREEMENT (the "Agreement") is entered into by and between _____, a corporation of the State of Maryland, having its principal office at 3 Muir Woods Court, Annapolis, MD 21403 _____ (herein after referred to as "Licensee") and VERIZON _____ INC., a corporation of the State of Virginia, having its principal office at 8800 Adamo Dr, Tampa Fl 33619 (hereinafter referred to as "VERIZON"). Licensee and VERIZON are sometimes referred to collectively as the "Parties" or individually as "Party".

2. Definitions.

- 2.1 **Affiliate** – an entity is an affiliate of another corporation if they share, directly or indirectly, a common corporate parent, or are otherwise under common ownership.
- 2.2 **Applicable Law** - all laws, statutes, common law, regulations, ordinances, codes, orders, permits, and approvals of a government authority which apply or relate to the subject matter of this Agreement.
- 2.3 **Attachments** - any placement of Licensee's Facilities in or on VERIZON's poles, ducts, inner ducts, conduits, or right of ways that are reasonably required by Licensee to provide its Cable Television and/or Telecommunications Services.
- 2.4 **Business Day** - Monday through Friday, except for holidays on which the U. S. Mail is not delivered.
- 2.5 **Cable Television Services** - the one-way transmission to subscribers of video programming, or other program services; and, subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 2.6 **Conduit Occupancy Fee** – the fee paid by Licensee to VERIZON per linear foot of cable installed in each Innerduct occupied by Licensee's Facilities in VERIZON's Conduit(s). Conduit Occupancy Fees are specified in Section 13.
- 2.7 **Conduit Occupancy Request (COR)** – a written request from Licensee to occupy VERIZON's Conduit with its Facilities, submitted in accordance with Section 6 of this Agreement. For Agreements in effect prior to the date this Agreement is executed by the Parties, the term COR shall be deemed to include Conduit Occupancy Requests made by letter or similar document.
- 2.8 **Duct** – a single enclosed path used to house Innerduct or to directly house Facilities.
- 2.9 **Facilities** – all facilities, including but not limited to, cables, equipment and associated hardware, owned and utilized by the Licensee which occupy an Innerduct or Duct.
- 2.10 **Hazardous Materials** - (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority; (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority; or (iii) any other substance, material or waste, the manufacture, processing,

distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

- 2.11 **Innerduct** – unless otherwise specified or approved by VERIZON, a single enclosed raceway 1” or 1-1/4” in diameter, placed within Duct and used for housing facilities.
- 2.12 **Licensee's Facilities or Licensee's Attachments** - All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by Licensee, which are attached to a VERIZON's Pole or occupy VERIZON's Conduit or Right of Way.
- 2.13 **Make-Ready (Rearrangements) Work** - all work, including, but not limited to, rearrangement, removal, or transfer of existing Attachments and/or Facilities, to include placement, repair, or replacement of VERIZON Poles or VERIZON Conduits, or any other changes required to accommodate the Licensee's Attachments on a VERIZON Pole or in a VERIZON Conduit. It includes (i) preparatory work that must be performed on VERIZON's Poles and/or VERIZON's Conduits and related facilities in order to accommodate the Attachment of Licensee's Facilities; (ii) “make-ready engineering”, which consists of reviewing the current conditions of VERIZON's Facilities to which Licensee desires to attach and ascertaining what work needs to be done in order to properly accommodate Licensee's Facilities; (iii) “make-ready construction”, which is the actual rearrangement work performed in accordance with the determinations made in the make-ready engineering process; and (iv) any cost associated with final inspection of facilities before, during, and after Licensee has completed construction to ensure compliance with safety and industry standards. It may include, among other things, moving VERIZON's Facilities and the placing of new anchors, guys, and/or conduit.
- 2.14 **Manholes and Handholes** – subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining facilities.
- 2.15 **Overlashing** – whereby a service provider physically ties its wiring to other wiring already secured to the pole. It is routinely used to accommodate additional strands of fiber or coaxial cable on existing Pole Attachments.
- 2.16 **Pole Attachment Fee** - the fee assessed per pole and paid by Licensee to place Attachments on VERIZON's Poles. Pole Attachment Fees are specified in Section 13 of this Agreement.
- 2.17 **Pole Attachment Request (PAR)** - a written request from Licensee to place its Attachments on VERIZON's Poles, submitted in accordance with Section 6 of this Agreement. For any agreements in effect prior to the date this Agreement is executed by the Parties, the term PAR shall be deemed to include Pole Attachment Requests made by letter or similar document.
- 2.18 **Right of Way (ROW)** - a right possessed by VERIZON to use or pass over, on or under the land of another person, with respect to which VERIZON has the right to authorize the usage or passage of Licensee's Facilities over, on or under such land. A Right of Way may run under, on or over public or private property (including the air space above such property).
- 2.19 **Telecommunications Services** - as defined by the Telecommunications Act of 1996, the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 2.20 **VERIZON's Conduit(s) or VERIZON Conduit(s)** – any reinforced passage or opening (or space therein) in, on, under, over or through the ground capable of containing facilities; that is

owned or leased by VERIZON solely or jointly with another entity or entities; and with respect to which VERIZON has the right to authorize the occupancy of Licensee's Facilities. Conduit does not include a controlled environment vault.

- 2.21 **VERIZON's Pole(s) or VERIZON Pole(s)** - any pole or poles solely owned by VERIZON, jointly owned by VERIZON and another entity or entities, and space on poles obtained by VERIZON through arrangements with the owner(s) thereof.

3. Purpose.

- 3.1 Licensee represents to VERIZON that Licensee has a need to occupy, place and maintain Attachments on VERIZON's Poles or in VERIZON's Conduit for the purpose of providing Cable Television and/or Telecommunications Services.
- 3.2 VERIZON agrees to permit Licensee to occupy, place and maintain its Attachments on VERIZON Poles and/or in VERIZON Conduit as VERIZON may allow pursuant to the terms of this Agreement and subject to Applicable Law.

4. Grant of License.

VERIZON grants to Licensee and Licensee accepts from VERIZON a non-exclusive revocable license to occupy, place and maintain in a designated space on specified VERIZON Poles and/or in specified VERIZON Conduit Licensee's Facilities on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with VERIZON's Poles and/or VERIZON's Conduit. VERIZON shall have the right to grant, renew or extend privileges to others not Parties to this Agreement to occupy, place or maintain Attachments on or otherwise use any or all VERIZON Poles and/or VERIZON Conduit. Nothing herein is intended to, nor should it be construed to require VERIZON to construct or modify any facilities not needed for its own service requirements except to the extent required by Applicable Law. VERIZON grants this license in the state of _____ in reliance on the representation of Licensee that Licensee intends to provide Cable Television and/or Telecommunications Services with the Attachments covered by this Agreement. To the extent required by the Telecommunications Act of 1996 or state law, both Parties will reciprocally make available access to each other's poles, ducts, conduit and rights-of-ways on the same terms, conditions and pricing set forth herein or pursuant to each Party's respective tariff where such tariff exists.

5. Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be five (5) years effective from the execution of the Agreement by both Parties and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than ninety (90) calendar days prior to the end of the current term, this Agreement shall remain in effect for ninety (90) calendar days after such notice is received, provided that in no case shall the term be extended beyond ninety (90) calendar days after the end of the current term at which time all Licensee Attachments must be removed.

6. Pole Attachment Requests/Conduit Occupancy Requests (PAR/COR).

- 6.1 Licensee shall submit a Pole Attachment Request/Conduit Occupancy Request (PAR/COR), as shown in Exhibit B, identifying the VERIZON Poles and/or VERIZON Conduit upon which Licensee desires to place Facilities. Licensee may request to attach to two hundred (200) poles and occupy fifty (50) manholes/handholes on a single PAR/COR. VERIZON may limit the total number of PAR/CORs from Licensee to no more than two thousand (2,000) poles or fifty (50) manholes/handholes for all requests pending approval at any one time. Licensee

shall submit a Notice of Removal Form, as shown in Exhibit C, identifying the VERIZON Poles and/or VERIZON Conduit upon which Licensee desires to remove Facilities. This includes those Facilities that may be overlashed to the Licensee's own existing Attachments or to another licensee's approved Attachments. Each PAR/COR or Notice of Removal Form shall be in a form specified by VERIZON and may be revised from time to time by VERIZON. All PAR/CORs submitted to VERIZON shall be processed on a non-discriminatory basis. VERIZON, in its sole judgment, based on reasons of capacity, safety, reliability and generally applicable engineering standards, will determine the availability of space on the VERIZON Poles or in VERIZON Conduit specified in the PAR/COR and will provide its response to the PAR/COR within forty-five (45) calendar days of its submission. Upon approval of the PAR/COR, VERIZON shall return one copy thereof to Licensee bearing an endorsement acknowledging VERIZON's authorization. All Attachments placed on VERIZON's Poles and/or in VERIZON's Conduit pursuant to an approved PAR/COR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent PAR/CORs for approval by VERIZON as needed. VERIZON shall make a good faith effort to accommodate Licensee's PAR/CORs to include pole change outs, reasonable facilities rearrangements, and alternative route proposals before a PAR/COR is denied. If VERIZON denies a Licensee's PAR/COR, an explanation shall be provided, including a description of the alternatives explored. VERIZON is under no obligation to provide general information respecting the location and availability of VERIZON Poles and/or VERIZON Conduits, except as may be necessary to process a PAR/COR. Except as authorized in Subsection 6.6, no Facility shall be placed on any VERIZON Pole or in VERIZON Conduit identified in a PAR/COR until that PAR/COR has been approved by VERIZON.

- 6.2 Licensee shall pay VERIZON a fee at the time of submitting a request for processing a PAR/COR to compensate VERIZON for the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the VERIZON Poles and/or VERIZON Conduit included in the PAR/COR. VERIZON will true-up the charge based upon its then current rates for administrative and engineering costs, as may be changed from time to time by VERIZON to remain consistent with prevailing cost.
- 6.3 Upon receiving an approved PAR/COR, Licensee shall have the right, subject to the terms of this License, to place and maintain the Attachments described in the PAR/COR in the space designated on the VERIZON Poles and/or in the VERIZON Conduits identified therein.
- 6.4 Make-Ready (Rearrangement) Work
- 6.4.1 In the event Make-Ready (Rearrangement) Work is necessary to accommodate Licensee's Attachments, VERIZON shall notify Licensee of such fact and provide Licensee with a good faith estimate of the total cost of such Make-Ready (Rearrangement) Work needed to accommodate Licensee's Attachments. Within twenty (20) calendar days after receiving such notice from VERIZON, Licensee shall notify VERIZON either (i) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to VERIZON at least fifteen (15) calendar days prior to the date the Make-Ready (Rearrangement) Work is to begin or (ii) that it desires to cancel its PAR/COR. VERIZON is not obligated to initiate Make-Ready Work earlier than sixty (60) calendar days after notice to existing, affected attachers but will complete such Make-Ready Work in a generally acceptable time thereafter. If VERIZON receives no response from Licensee within twenty (20) calendar days of VERIZON's notice, it will be construed as the Licensee's desire to cancel its PAR/COR, any cost incurred to date for processing the Licensee's PAR/COR will be billed to the Licensee and the Attachments requested will be released for use by other requesting licensees on a first come, first serve basis.

6.4.2 California. In addition to the requirements above, in California the Licensee will be responsible for the performance of all or such portion of the Make-Ready (Rearrangement) Work as VERIZON determines in its reasonable discretion. Before engaging a contractor to perform such work, Licensee shall obtain VERIZON 's written approval. Licensee shall ensure that no such contractor hired by Licensee subcontracts any work to any contractor or person unless Licensee receives the prior written approval of VERIZON. Any contractor or subcontractor so selected must provide evidence of a valid C-61 (D05 Communication Equipment) license issued by the State of California. Licensee shall be responsible for assuring that all Make-Ready (Rearrangement) Work performed pursuant to this Agreement is to the satisfaction of VERIZON. All Make-Ready (Rearrangement) Work shall be subject to inspection by VERIZON at any time. If any Make-Ready (Rearrangement) Work is not to VERIZON's satisfaction, Licensee shall be responsible for the performance of any necessary rework. In the event outside obligations prohibit Licensee from performing work, VERIZON will perform the work and bill the Licensee. Licensee agrees to reimburse VERIZON for the work at its then current fully loaded labor rates. In any event, in addition to bearing all Make-Ready (Rearrangement) Work and rework costs, Licensee shall reimburse VERIZON for VERIZON's costs of performing inspections. VERIZON may change its specifications, work rules, and regulations at any time upon twenty-four (24) hours written notice or oral notice to Licensee.

6.5 VERIZON shall not be responsible to Licensee for any loss sustained by Licensee by reason of the refusal or failure of any other party with Attachments on VERIZON's Poles and/or in VERIZON's Conduit to rearrange or modify its Attachments as may be required to accommodate Licensee's Facilities.

6.6 Unauthorized Attachments. Licensee is not authorized and shall have no right to place Facilities on any VERIZON Pole and/or in any VERIZON Conduit unless that VERIZON Pole or VERIZON Conduit is identified in an approved PAR/COR. Notwithstanding the provisions of this Subsection, service drop Attachments may be made prior to obtaining an approved PAR/COR for such from VERIZON, however, Licensee shall submit a PAR/COR to VERIZON for such service drop Attachments within two (2) Business Days immediately following the Attachment, except in Oregon where regulations allow such drop Attachments to be submitted within ten (10) calendar days following the drop Attachment.

7. Notice of Overlapping of Licensee's Attachments.

7.1 Licensee shall submit a Notice of Overlapping Form, as shown in Exhibit D, identifying the VERIZON poles upon which Licensee has Attachments which will be overlapped by Licensee or a third party. Licensee shall submit a Notice of Removal Form, as shown in Exhibit C, identifying the VERIZON Poles upon which Licensee desires to remove facilities overlapped to the Licensee's own existing Attachments or to another Licensee's approved Attachments. Each Notice of Overlapping Form or Notice of Removal Form shall be in a form specified by VERIZON and may be revised from time to time by VERIZON. No facilities shall be overlapped on any VERIZON pole until a Notice of Overlapping form has been submitted to VERIZON.

7.2 All overlapping of Licensee' s Attachments by a third party is subject to the same safety, reliability, and engineering constraints that apply to overlapping Licensee's own Attachments.

7.3 Make Ready Work. In the event Make-Ready work is necessary to meet the pole strength requirement of the NESC, VERIZON shall notify Licensee of such fact and provide Licensee with a good faith estimate of the total cost of such Make-Ready Work needed to

accommodate Licensee's overlashing. Within twenty (20) calendar days after receiving such notice from VERIZON, Licensee shall notify VERIZON either (i) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to VERIZON at least fifteen (15) calendar days prior to the date the Make-Ready Work is to begin or (ii) that Licensee has decided not to overlash its Attachments. VERIZON is not obligated to initiate Make-Ready Work earlier than sixty (60) calendar days after receiving notice, but will complete such Make-Ready Work in a generally acceptable time thereafter. If VERIZON receives no response from Licensee within twenty (20) calendar days of VERIZON's notice, it will be construed as the Licensee's desire not to overlash its Attachments

7.4 Unauthorized Attachments. Licensee shall not have the right to overlash Attachments on any VERIZON Pole unless that VERIZON Pole is identified on a Notice of Overlapping Form.

8. Availability of VERIZON Pole and VERIZON Conduit Maps.

Existing VERIZON Pole and VERIZON Conduit maps will be made available for viewing by Licensee for the purpose of pre-order planning at the VERIZON area engineering offices during normal business hours, subject to reasonable advance notification. While formal written requests will not be required in connection with the first request by Licensee to view VERIZON Pole and VERIZON Conduit maps, VERIZON reserves the right to refuse any subsequent viewing request or require written justification for the request if Licensee has demonstrated that it does not have a good faith intention to submit a PAR/COR. If the availability of specific point-to-point conduits can be determined at the time of viewing VERIZON Pole and VERIZON Conduit maps, maps reflecting such point-to-point information may be made available for copying provided that such map does not contain information that is deemed proprietary to VERIZON. In such case, Licensee will be provided with a sketch of the required point-to-point information without the proprietary information. Licensee shall pay to VERIZON a fee sufficient to cover the general administrative costs incurred for making such copies available. IN MAKING VERIZON MAPS AVAILABLE, VERIZON WILL BE MAKING NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY, OTHER THAN THAT THEY ARE THE SAME CONDUIT MAPS USED BY VERIZON IN ITS DAY-TO-DAY OPERATIONS.

9. Requests for General Information Regarding Space on VERIZON Poles and in VERIZON Conduits.

VERIZON will provide information regarding the availability of VERIZON Pole or VERIZON Conduit space within sixty (60) calendar days of a written request by Licensee. Because VERIZON will endeavor to determine available space as quickly as possible, a shorter interval may be experienced for requests of a limited scope where physical field verification is not necessary. In the event the sixty (60) calendar day time frame cannot be met, VERIZON shall so advise Licensee and shall seek a mutually satisfactory alternative response date. No representation regarding the availability of space shall be made in the absence of a physical field verification.

10. Authority to Place Attachments.

10.1 Before Licensee places any Facility, on VERIZON's Poles and/or in VERIZON's Conduit pursuant to an approved PAR/COR, Licensee shall submit evidence satisfactory to VERIZON including but not limited to an affidavit of its authority to erect and maintain the Facilities to be placed on VERIZON's Poles and in VERIZON's Conduit within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all ROWs, easements, licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place Attachments on VERIZON's Poles and/or in VERIZON's Conduit. In the event Licensee must

obtain any additional easements, permits, approvals, licenses and/or authorizations from any governmental authority or private individual or entity in order to utilize VERIZON's Poles or VERIZON's Conduits under an approved PAR/COR, VERIZON shall, upon Licensee's request, provide written confirmation of its consent to Licensee's utilization of VERIZON's Poles and/or VERIZON's Conduit in a particular location in accordance with this Agreement, if needed by Licensee to obtain such additional approvals or authorizations. VERIZON shall also provide maps or drawings of its facilities locations to the extent reasonably required by such governmental authority or private individual or entity for purposes of considering or granting Licensee's request to it for authority or approval.

- 10.2 If any ROW, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee shall retain all rights to pursue all appeals before VERIZON revokes permission to attach to its poles or in its conduit. Revocations of permission to attach to VERIZON's Poles or VERIZON 's Conduit will be allowed only after Licensee has exhausted all legal, administrative, and equitable remedies in all state and federal forums. If Licensee does not prevail in its appeals, permission to attach to VERIZON's Poles or VERIZON's Conduit shall terminate immediately and Licensee shall promptly remove its Attachments. Should Licensee fail to remove its Attachments within sixty (60) calendar days of receiving notice to do so from VERIZON, VERIZON shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without VERIZON being deemed guilty of trespass or conversion, and without VERIZON becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by VERIZON to remove Licensee's Attachments shall be reimbursed to VERIZON by Licensee upon demand.
- 10.3 Upon notice from VERIZON to Licensee that the cessation of the use of any one or more of VERIZON's Poles or VERIZON's Conduits is necessary for reasons of safety or has been directed by any federal, state or municipal authority, or private property owner, permission to attach to such pole(s) or conduit(s) shall terminate immediately and Licensee promptly shall remove its Attachments. For safety violations, Licensee shall correct all non-standard conditions within thirty (30) calendar days from receipt of written notice from VERIZON. Should Licensee fail to correct safety violations or remove its Attachments within the time frame provided by the requesting or directing Party or sixty (60) calendar days of receiving notice to do so from VERIZON, whichever is less, VERIZON shall have the option to correct such safety violations or remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without VERIZON being deemed guilty of trespass or conversion, and without VERIZON becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by VERIZON to remove Licensee's Attachments shall be reimbursed to VERIZON by Licensee upon demand by VERIZON.

11. Placement of Attachments.

- 11.1 Licensee shall, at its own expense, place and maintain its Facilities, whether Attachments or overlash, on VERIZON's Poles and/or in VERIZON's Conduit in accordance with (i) such requirements and specifications, as published and amended from time to time by the industry, the Manual of Construction Procedures (Blue Book), (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Act.
- 11.2 Licensee's Facilities on VERIZON's Poles shall be tagged at maximum intervals of every three hundred (300) feet and Licensee's Facilities in VERIZON's Conduits shall be tagged at each Manhole so as to identify Licensee as the owner of the Attachments. The tags shall be

of sufficient size and lettering so as to be easily read from ground level. Tagging shall be performed on a going forward basis and where prior approved Attachments exist, such tagging must be performed at any time the Licensee is performing any service work on existing unmarked Facilities.

- 11.3 Nothing herein shall be construed as granting Licensee any ownership interest in support structures, whether or not constructed and/or paid for by Licensee under the Make Ready (Rearrangement) provisions in Subsection 6.4 of this Agreement.

12. Failure of Licensee to Place Attachments.

Once Licensee has obtained an approved PAR/COR, Licensee shall have sixty (60) calendar days from the date the PAR/COR is approved to begin the placement of its Attachments on the VERIZON Poles and/or in the VERIZON Conduit covered by the PAR/COR. If Licensee has not begun placing its Attachments within that sixty (60) calendar day period, Licensee shall so advise VERIZON with a written explanation for the delay. If Licensee fails to advise VERIZON of its delay with a written explanation there of or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the sixty (60) calendar days prescribed by this Section, the previously approved PAR/COR shall be deemed rescinded by VERIZON and Licensee shall have no further right to place Attachments pursuant to that PAR/COR.

13. Pole Attachment Fees and Conduit Occupancy Fees.

- 13.1 Licensee shall pay to VERIZON an annual Pole Attachment Fee and/or Conduit Occupancy Fee, as specified on Exhibit A - Attachment Fees, on all poles and/or conduit upon which Licensee has made an Attachment. Pole Attachment Fees shall apply for each VERIZON Pole upon which Licensee obtains authorization to place an Attachment. Conduit Occupancy Fees shall apply for each linear foot of Facilities placed in Innerduct and Manholes occupied by Licensee's Facilities in VERIZON's Conduit. Linear feet occupied will begin at the center of the Manhole/Handhole and will include any excess cable stored within a Manhole/Handhole. If Licensee's Facilities occupy more than one Innerduct, a separate Conduit Occupancy Fee shall be paid by Licensee for each Innerduct occupied. The Conduit Occupancy Fee is the fee applicable to 1" or 1-1/4" diameter Innerduct. VERIZON reserves the right to charge a higher fee for Innerduct of greater diameter. The Pole Attachment Fee or Conduit Occupancy Fee may be changed by VERIZON from time to time as permitted by law upon sixty (60) calendar days, or the appropriate number of days as prescribed by federal, state or local government authority, written notice to Licensee.
- 13.2 Pole Attachment Fees and/or Conduit Occupancy Fees shall be billed in advance and become due and payable on the date a PAR/COR is approved by VERIZON for all VERIZON Poles and/or VERIZON Conduit identified in that PAR/COR. Fees shall be prorated to the end of the calendar year and will be billed on an annual calendar year basis. There shall be no prorating of Pole Attachment Fees and/or Conduit Occupancy Fees for Attachments removed during the calendar year. A calendar year means January 1 to the succeeding December 31. If any undisputed amount due on the billing statement is not received by VERIZON on the payment due date, VERIZON may charge, at its sole discretion, and Licensee agrees to pay, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable VERIZON (GTE/Contel) state access tariffs or the GTOC/GSTC FCC No. 1 tariff, of one and one-half percent (1 1/2%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 13.3 All pole and conduit related Facilities placed by the Licensee on VERIZON's Poles will be billed at the Cable Television Service providers fees shown in Exhibit A - Attachment Fees attached hereto except in the case of a Licensee that certifies, by VERIZON exchange, that

its Facilities are provisioning Telecommunication Services as defined in Section 2 of this Agreement. All Facilities placed by the Licensee on VERIZON Poles that are certified for the provisioning of Telecommunication Services will be billed at the Telecommunication Service provider fees shown in Exhibit A – Attachment Fees attached hereto.

- 13.4 VERIZON shall maintain an inventory of the total number of VERIZON Poles occupied by Licensee based upon the cumulative number of poles specified in all PAR/CORs approved by VERIZON. VERIZON shall maintain an inventory of the total linear footage of occupied Facilities in Innerduct and Manholes occupied by Licensee based upon the cumulative linear footage per Innerduct and/or Duct from all PAR/CORs approved by VERIZON. VERIZON may, at its option, conduct a physical inventory of Licensee's Attachments under this Section. At VERIZON's election, such physical inventories shall be conducted by VERIZON upon renegotiation of this Agreement or any subpart or appendix thereof, and a maximum of one time per five (5) calendar years thereafter. The costs incurred by VERIZON to conduct the physical inventory shall be reimbursed to VERIZON by the Licensee upon demand by VERIZON. It shall be Licensee's sole responsibility to notify VERIZON of any and all removals of Attachments from VERIZON's Poles and/or VERIZON's Conduits, as specified in Section 6.1 of this Agreement. Except as provided in Section 20 of this Agreement in connection with the termination of this Agreement, such notice shall be provided to VERIZON at least thirty (30) days prior to the removal of the Attachments. Each Notice of Removal shall be in a form specified by VERIZON and may be revised from time to time at VERIZON's sole discretion. Licensee shall remain liable for Pole Attachment Fees and/or Conduit Occupancy Fees until Licensee's Attachments have been physically removed from VERIZON's Poles and/or VERIZON's Conduits.
- 13.5 In addition to the Conduit Occupancy Fees above, if at any time the Licensee is allowed by VERIZON to enter a Manhole through means other than VERIZON's existing Conduit or Ducts, an annual charge per foot of Facilities placed within the Manhole system will apply as well as any previously identified Make-Ready (Rearrangement) charges.

14. Modifications, Additions or Replacements to Existing Attachments.

- 14.1 Licensee shall not modify, add to, overlash, or replace Facilities on any pre-existing Attachment or in any VERIZON Conduit without first notifying VERIZON in writing of the intended modifications or replacement at least sixty (60) calendar days prior to the date the activity is scheduled to begin. The required notification shall include: (i) the date the activity is scheduled to begin, (ii) a description of the planned modification or replacement, (iii) a representation that the modification or replacement will not require any space other than the space previously designated for Licensee's Attachments, (iv) a representation that the modification or replacement will not impair the structural integrity of the poles and conduit involved, and (v) a representation that the modification or replacement will not impact other Licensee's Attachments. Licensee shall be solely responsible for obtaining all ROWs, easements, licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to modify or add Attachments on VERIZON's Poles and/or in VERIZON's Conduit. In the event Licensee must obtain any additional easements, permits, approvals, licenses and/or authorizations from any governmental authority or private individual or entity in order to utilize VERIZON's Poles or VERIZON's Conduits under an approved PAR/COR, VERIZON shall, upon Licensee's request, provide written confirmation of its consent to Licensee's utilization of VERIZON's Poles and/or VERIZON's Conduit in a particular location in accordance with this Agreement, if needed by Licensee to obtain such additional approvals or authorizations. Overlapping Licensee's Facilities, whether it is the Licensee's own facilities or that of a third party, shall require prior notice per Section 7 of this Agreement.

- 14.2 Should VERIZON determine that the modification or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the facilities involved in order to accommodate Licensee's modification or replacement, VERIZON will so notify Licensee, whereupon Licensee will be required to submit a PAR/COR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Facilities.
- 14.3 Access to VERIZON's Poles or VERIZON's Conduits for repairs, modifications or replacements required in emergency situations shall be governed by Section 24 of this Agreement.
- 14.4 Should Licensee request VERIZON to expand capacity or purchase additional plant, Licensee agrees to pay all costs.

15. Rearrangements to Accommodate Other Licensees.

Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved.

16. Unauthorized Attachments to VERIZON's Poles and/or in VERIZON's Conduits.

- 16.1 Unauthorized Attachments on VERIZON's Poles and/or in VERIZON's Conduits are a breach of this Agreement. Unless, upon request, Licensee provides written proof of authorization from VERIZON, an Attachment to VERIZON's Poles and/or in VERIZON's Conduits shall be considered unauthorized. Such breach of Agreement must be remedied as set forth below otherwise Licensee is subject to all legal remedies afforded VERIZON under Applicable Law.
- 16.2 The charge for each unauthorized attachment shall not exceed an amount equal to the annual Attachment Fee per each unauthorized Attachment and/or Conduit Occupancy Fee per linear foot of unauthorized occupancy of VERIZON Conduit, for the number of years since the most recent inventory or five (5) years whichever is less, plus interest at a rate set for that period by the Internal Revenue Service ("IRS") for individual underpayments pursuant to Section 6621 or the Internal Revenue Code. Licensee also shall pay to VERIZON all costs incurred by VERIZON to rearrange any unauthorized Attachments of Licensee if such rearrangement is required to safeguard VERIZON's Pole Attachments and/or VERIZON's Conduit or to accommodate the Attachments of another party whose Attachments would not have required a rearrangement but for the presence of Licensee's unauthorized Attachments. Licensee shall also pay to VERIZON all costs incurred by VERIZON to reinforce, replace or modify any VERIZON Pole and/or VERIZON Conduit, which reinforcement, replacement or modification was required as a result of the unauthorized Attachment of Licensee. The Pole Attachment Fee and/or Conduit Occupancy Fee referenced in this Subsection 16.2 shall be determined in the same manner as such a fee would have been determined if the Attachment had been authorized by VERIZON.
- 16.3 Once VERIZON has notified Licensee of an unauthorized Attachment, the Licensee must submit a PAR/COR to request an authorized Attachment. A PAR/COR submitted per this provision will be treated like any other PAR/COR subject to this Agreement on a going-forward basis. Licensee will be responsible for all fees associated with a PAR/COR (as identified in this Agreement). If a PAR/COR is not received by VERIZON within fifteen (15) calendar days of Licensee's receipt of an unauthorized Attachment notification, then Licensee

has sixty (60) calendar days from the date of its receipt of the initial unauthorized Attachment notification to vacate the unauthorized Attachment. Removal of the Licensee's unauthorized Attachment does not relieve Licensee of any and all charges applicable to the unauthorized Attachments made to VERIZON's Facilities.

- 16.4 For purposes of this Section, an unauthorized Attachment shall include, but not be limited to:
- 16.4.1 An Attachment to a VERIZON Pole and/or in a VERIZON Conduit for which a VERIZON Pole or VERIZON Conduit is not identified in any PAR/COR approved in accordance with this Agreement.
 - 16.4.2 An Attachment that occupies more space than that allocated to Licensee by VERIZON.
 - 16.4.3 An Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate PAR/COR issued pursuant to this Agreement.
 - 16.4.4 An addition or modification by Licensee to its pre-existing Attachments that impairs the structural integrity of the involved VERIZON Pole and/or VERIZON Conduit or other VERIZON facilities or those of other licensees.
 - 16.4.5 An Attachment that consists of facilities owned or controlled by and for the use of a party other than Licensee.
 - 16.4.6 An Attachment that is overlashing Licensee's existing Attachment where prior notification of overlashing has not been made to VERIZON.

17. Surveys and Inspections of Attachments.

- 17.1 Upon thirty (30) written notice to Licensee, the total number and exact location of Licensee's Attachments on VERIZON's Poles and/or in VERIZON's Conduit may be determined, at VERIZON's discretion, through a survey to be made not more than once every five (5) calendar years by VERIZON. If so requested, Licensee and/or any other entity owning or jointly owning the poles and conduit with VERIZON may participate in the survey. The costs incurred by VERIZON to conduct the survey shall be reimbursed to VERIZON by Licensee upon demand by VERIZON. If the Attachments of more than one Licensee are surveyed, each such Licensee shall contribute a proportionate share of the costs reimbursed to VERIZON.
- 17.2 Apart from surveys conducted in accordance with this Section, VERIZON shall have the right to inspect any Attachment by Licensee on VERIZON's Poles and/or in VERIZON's Conduit as conditions may warrant upon thirty (30) calendar days written notice to Licensee. Licensee shall, upon demand by VERIZON, reimburse VERIZON all costs incurred to conduct its inspection. No joint survey or inspection, or lack thereof, by VERIZON shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

18. Notice of Modification or Alteration of VERIZON Poles or VERIZON Conduit by VERIZON.

- 18.1 In the event VERIZON plans to modify or alter any VERIZON Poles upon which Licensee has Attachments and/or VERIZON Conduit in which Licensee has Facilities, VERIZON shall provide Licensee notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to simultaneously modify or alter its Attachments on the VERIZON Poles and/or in the VERIZON Conduit to be modified or altered by VERIZON, Licensee shall so notify VERIZON in writing at least fifteen (15) calendar days prior to when work is to begin.

In such event, Licensee shall bear a proportionate share of the total costs incurred by VERIZON to make such poles and conduit accessible to Licensee. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.

- 18.2 In the event VERIZON is required by a federal, state, or local authority or for any other reason beyond VERIZON's control (e.g., normal deterioration) to move, replace or change the location of VERIZON's Poles and/or location, alignment, or grade of VERIZON's Conduit, Licensee shall concurrently relocate Licensee's Attachments. VERIZON and each Licensee required to relocate its Attachments shall bear its own costs for such relocation.

19. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. Default and Remedies.

- 20.1 The occurrence of any one of the following shall be deemed a "Material Default" by Licensee under this Agreement:

20.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of thirty (30) calendar days after written notice thereof to Licensee;

20.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) calendar days after written notice thereof from VERIZON (provided that if such default is not curable within such thirty (30) calendar day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);

20.1.3 The filing (related to Licensee's Attachments or acts or omissions of Licensee) of any tax or mechanic's lien against VERIZON's Poles and/or VERIZON's Conduits which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;

20.1.4 Licensee's voluntary or involuntary bankruptcy;

20.1.5 Licensee's knowing use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;

20.1.6 The denial or revocation of any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Attachments.

- 20.2 In the event of a Material Default, VERIZON, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:

20.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which VERIZON shall

have given Licensee notice, the cost of which performance shall be paid by Licensee to VERIZON upon demand;

20.2.2 Terminate this Agreement by giving notice of such termination to Licensee and upon sixty (60) calendar days written notice, remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without VERIZON being deemed guilty of trespass or conversion, and without VERIZON becoming liable for any loss or damages to Licensee occasioned thereby; or

20.2.3 Exercise any other legal or equitable right or remedy which VERIZON may have.

20.3 Any costs and expenses incurred by VERIZON (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be repaid to VERIZON by Licensee upon demand.

20.4 Upon termination of this Agreement by VERIZON because of a Material Default by Licensee, Licensee shall remain liable to VERIZON for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by VERIZON in pursuit of its remedies hereunder. In addition to and notwithstanding Section 16, the Parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages, additional liquidated damages for termination because of Material Default shall be an amount equal to one full year of Pole Attachment Fees and/or Conduit Occupancy Fees.

20.5 All rights and remedies of each Party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

21. Indemnification.

21.1 Licensee shall compensate VERIZON for the full actual loss, damage or destruction of VERIZON's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments).

21.2 Licensee will further indemnify, defend and hold harmless VERIZON and VERIZON's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments). Licensee will further indemnify VERIZON from subsequent taxes and fees that may be levied by municipalities or other governmental entities and related to or arising from the presence of Licensee's Attachments on VERIZON's Poles and/or in VERIZON's Conduits, including but not limited to taxes or fees related to use of public rights-of-way, in association with this Agreement. Such fees that are levied would be in addition to the Pole Attachment Fees and/or Conduit Occupancy Fees reflected in this Agreement. Licensee expressly assumes all liability for actions brought against VERIZON and VERIZON's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

- 21.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve VERIZON of any and all liability for, loss or damage (and the consequences of loss or damage) to any Attachments placed on VERIZON's Poles and/or in VERIZON's Conduits and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty.
- 21.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless VERIZON and VERIZON's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments.
- 21.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless VERIZON, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified Parties suffer or incur because of: (i) any discharge of Hazardous Materials resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors, representatives or predecessor in interest in connection with any cleanup required by law, or (iii) failure of Licensee or the Licensee's predecessor in interest to comply with environmental, safety and health laws.
- 21.6 In no event shall either Party be liable to the other Party for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 21.7 Licensee shall indemnify, protect and hold harmless VERIZON from and against any and all claims for libel and slander, copyright, patent, and/or other intellectual property rights infringement arising directly or indirectly by reason of Attachment of Licensee's equipment on VERIZON's Poles and/or in VERIZON's Conduit pursuant to this Agreement.

22. Insurance.

- 22.1 Licensee shall carry Commercial General Liability Insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 21 of this Agreement. Such insurance shall include, but not be limited to, Premises- operations, explosion and collapse, underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury with limits of at least \$2,000,000 combined single limit for each occurrence. (Limits may be satisfied with primary and/ or excess coverage.) Commercial Automobile Liability with limits of at least \$2,000,000 combined single limit for each occurrence. Worker's Compensation Insurance as required by Statute, and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.
- 22.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by VERIZON and VERIZON Communications Inc. and with the exception of workers' compensation its affiliates and subsidiaries shall be named as an additional insured in each such policy. All insurance required of Licensee under this Agreement shall be considered primary. Licensee shall submit to VERIZON certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) calendar days notice to VERIZON. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, VERIZON shall have the option

of paying any amount due and Licensee shall forthwith reimburse VERIZON the full amount paid by VERIZON.

22.3 Licensee shall promptly advise VERIZON in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Attachments.

22.4 Unless provided by VERIZON in writing to the contrary, Licensee shall furnish bond or satisfactory letter of credit, the terms of which shall be subject to VERIZON's approval, in the amounts listed below in 22.4.1 to guarantee the payment of any sums which may become due to VERIZON for rentals, inspections or for work performed by VERIZON for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds or letters of credit must specify that VERIZON be notified thirty (30) calendar days prior to the expiration or cancellation of the policy.

22.4.1

<u>Poles</u>	<u>Security Amount</u>	<u>Conduit Footage</u>	<u>Security Amount</u>
1-50	\$10,000	1-2,500	\$10,000
51-500	\$75,000	2,501-25,000	\$80,000
502-2,000	\$300,000	25,001-75,000	\$250,000
2001-3,000	\$450,000	75,00-150,000	\$475,000
3,000+	\$500,000	150,000+	\$500,000

The maximum security limit required is \$500,000

If the financial security is in the form of a bond, irrevocable Letter of Credit, or other security as deemed acceptable by Verizon, such instrument shall be issued by a surety company or bank satisfactory to the Licensor and shall guarantee Licensee's obligations under this agreement. The Licensee is obligated to maintain the security in the full required amount for the terms of the agreement.

The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

23. Taxes.

Any state or local excise, sales, or use taxes or other surcharges or fees (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes, surcharges or fees is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, surcharges or fees, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as VERIZON requires that qualifies the obligated Party for a full or partial exemption. Any such taxes, surcharges or fees shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any such taxes, surcharges or fees that may be subsequently levied on payments by the other Party by the collecting Party.

24. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Attachments. VERIZON shall not be responsible for the repair of Licensee's Attachments that are damaged (except by mutual written agreement), VERIZON shall nonetheless control access to VERIZON Poles and VERIZON Conduit if the restoration is to be achieved in an orderly fashion. Licensee agrees to reimburse VERIZON for the cost of all labor, equipment, and/or materials furnished by VERIZON in support of any restoral operations from which Licensee is a beneficiary.

24.1 Where multiple parties are involved in emergency restorations, access to VERIZON's Poles and/or VERIZON's Conduits will be controlled by VERIZON's Maintenance District Manager or a related on-site representative according to the following guidelines:

24.1.1 Service Disruptions/Outages

- a. In the event of service disruptions and/or outages, VERIZON shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- b. Where simultaneous access is not possible, access will be granted by VERIZON on a non-discriminatory basis.

24.1.2 Service Affecting Emergencies

- a. In the event of service affecting emergencies not resulting in service disruptions or outages, VERIZON shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- b. Where VERIZON is unable to grant simultaneous access to all other entities with Attachments, access will be granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a non-discriminatory basis.
- c. VERIZON will not undertake the partial transfer of the Licensee's Attachment on a VERIZON Pole and/or in a VERIZON Conduit, except in the event of emergency repair situations where Licensee cables or drops are broken. In such cases, VERIZON will reserve the right to transfer Licensee's Attachments that are still attached to VERIZON's Pole and/or in VERIZON's Conduit, remove the damaged pole and/or conduit, leave the repair/replacement cable work for Licensee, and bill the Licensee the actual costs incurred to perform the Attachment and/or Facility transfer.

24.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by VERIZON regarding access to Licensee's Attachments, or any action or failure to act by VERIZON, under this Section 24 shall not constitute a basis for any claim by Licensee against VERIZON for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

25. Damage Suspected to Licensee's Attachments Only.

25.1 In the event Licensee receives information that Licensee's Attachments are damaged, Licensee shall notify VERIZON of said damage 1 800 483-1000. This is a 24-hour, 7 days per week notification number. Licensee shall provide VERIZON all information known to it regarding the damage to Licensee's Attachments.

- 25.2 In the event VERIZON receives notice that Licensee's Attachments are damaged, VERIZON will notify Licensee of said damage by telephone at the Licensee's emergency telephone number 1 877 598-9291. VERIZON shall provide Licensee all information known to it regarding the damage to Licensee's Attachments.
- 25.3 After the giving of such notice by either Licensee or VERIZON, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Attachments, subject to the provisions of this Agreement.
- 25.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by VERIZON regarding access to Licensee's Attachments, or any action or failure to act by VERIZON, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against VERIZON for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold VERIZON harmless from any such claim.

26. Access to VERIZON's Manholes / Handholes.

- 26.1 VERIZON will allow Licensee to audit Manholes / Handholes that are included in any PAR/COR submitted to VERIZON to confirm usability. Licensee shall give VERIZON at least thirty (30) calendar days' advance written notice of its desire to audit and shall obtain all authorizations from appropriate authorities required to open the Manholes / Handholes. VERIZON shall have the right to have a VERIZON employee or agent present when its Manholes / Handholes are being opened. Such VERIZON employee or agent shall have the authority to suspend Licensee's activities in and around VERIZON's Manholes / Handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse VERIZON the cost of having VERIZON's employee or agent present. Such charge shall be VERIZON's fully loaded labor rates then in effect.
- 26.2 For purposes other than to audit usability, VERIZON's Manholes / Handholes shall be opened only as permitted by VERIZON and only after Licensee has obtained all necessary authorizations from appropriate authorities to open Manholes / Handholes and conduct work operations therein. VERIZON shall have the right to have a VERIZON employee or agent present at any site at which its Manholes / Handholes are being opened. Such VERIZON employee or agent shall have the authority to suspend Licensee's work operations in and around VERIZON's Manholes / Handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse VERIZON the cost of having VERIZON's employee or agent present. Such charge shall be VERIZON's fully loaded labor rates then in effect. The presence of VERIZON's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around VERIZON's Conduit in a safe and workmanlike manner, in accordance with the terms of this Agreement nor result in any assumption of risk or waiver or remedies by VERIZON.

27. Safety and Environmental Matters.

- 27.1 Licensee shall be solely responsible for assuring the safety of its employees (as well as the public and VERIZON's employees). Licensee shall be responsible for its compliance with all requirements of laws relating to the safety of its employees including, but not limited to, all requirements of the Occupational Safety and Health Act. In particular, but not by way of limitation, Licensee is responsible as follows:

- 27.1.1 Most utility poles are treated with one or more wood preservatives. In addition, there are a number of potential hazards associated with working on or around utility poles including, but not limited to, potential exposure to lead-containing products, exposure to electric lines and falling from high places. Licensee is responsible for surveying all poles to determine the appropriate safety practices for its employees. Licensee is responsible for assuring that its employees receive any and all protective equipment and clothing and that employees receive all appropriate training. If Licensee has any questions about the conditions at a particular pole it must contact VERIZON.
- 27.1.2 There are many potential safety concerns associated with manhole entry. These include, but are not limited to, concerns related to working in confined spaces, air quality, and exposure to lead cable and other lead-containing products and safe-workplace set-up practices. Licensee is responsible for surveying all manholes to determine the appropriate safety practices for its employees. Licensee is responsible for assuring that its employees receive any and all protective equipment and clothing and that employees receive all appropriate training. If Licensee has any questions about the conditions at a particular manhole it must contact VERIZON.
- 27.2 Licensee is responsible for complying with all laws designed to protect the environment including, but not limited to, laws relating to any type of discharge to the environment as well as laws relating to Hazardous Materials.
- 27.2.1 The water and/or sediment contained in manholes may contain a number of Hazardous Materials and/or other regulated substances including but not limited to lead, sewage and petroleum products. If Licensee discovers any water or sediment in manholes that prevent it from safely working in the manhole, it shall contact VERIZON and request that VERIZON, at Licensee's expense, remove (or have removed by a third party) the water and/or sediment from the manhole.
- 27.2.2 Licensee shall not bring any Hazardous Materials onto any pole, into any manhole or onto any other piece of VERIZON's equipment or property without the prior written consent of VERIZON. VERIZON may refuse to grant such consent in its sole discretion. Licensee shall assure that VERIZON is provided with a copy of a Material Safety Data Sheet (MSDS) for each such Hazardous Material. Licensee shall ensure that all Hazardous Materials contain appropriate labels and warnings.
- 27.2.3 All materials, including Hazardous Materials, brought or used on the Equipment must be owned by Licensee. Licensee is responsible for storing, using and removing all materials from such premises in accordance with all applicable laws. Licensee is also responsible for the proper management of all wastes that it generates while at the premises. In the event of a spill or breakage of Hazardous Materials, Licensee is responsible for managing all applicable emergency response efforts required by law or regulation. In addition to notifying the applicable governmental agencies, Licensee shall also immediately call the VERIZON's Safety, Health and Environment Hotline at 1-800-386-9639 or such other number as may otherwise be updated.
- 27.2.4 Licensee shall not, without express written permission of VERIZON, perform any operation or use any machinery that requires an environmental permit. VERIZON may refuse to consent to such operation or machinery if the permit is not required for VERIZON's operations at the premises. Licensee is responsible for preparing its own emergency response plans and performing community reporting as may be required under federal, state or local laws or regulations.

27.3 Licensee shall report to VERIZON any condition that could have an adverse environmental impact or that poses a potential safety hazard to any party even if Licensee did not cause such condition.

28. Abandonment.

Nothing in this Agreement shall prevent or be construed to prevent VERIZON from abandoning, selling, assigning or otherwise disposing of any poles and/or conduits or other VERIZON property used for Licensee's Attachments; provided, however, that VERIZON shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. VERIZON shall promptly notify Licensee of any proposed sale, assignment or other disposition of any poles and/or conduit or other VERIZON property used for Licensee's Attachments.

29. Notices.

Any written notice to be given to a Party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective Parties as follows:

To Licensee: _____

To VERIZON: VERIZON
Attn: Joint Use Department _____

8800 Adamo Dr. FLTP 0937 _____

Tampa Florida 33619 _____

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next Business Day if not given during normal business hours.

30. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any of term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

31. Confidential Information.

31.1 **Identification.** Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential

Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

31.2 **Handling.** In order to protect such Confidential Information from improper disclosure, each Party agrees:

31.2.1 That all Confidential Information shall be and shall remain the exclusive property of the source;

31.2.2 To limit access to such Confidential Information to authorized employees and contractors who have a need to know the Confidential Information for performance of this Agreement;

31.2.3 To keep such Confidential Information confidential and to use the same level of care, but in no event less than a reasonable degree of care, to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

31.2.4 Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

31.2.5 To return promptly any copies of such Confidential Information to the source at its request; and

31.2.6 To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

31.3 **Exceptions.** These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidentiality obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

31.4 **Survival.** The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

32. **Dispute Resolution.**

32.1 **Alternative to Litigation.** Except as provided under Section 252 (Procedures for Negotiation, Arbitration, and Approval of Agreements) of the Telecommunications Act of 1996 with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this

Agreement or its breach. The foregoing dispute resolution procedures shall not operate in any manner to preclude either party pursuing relief before any regulatory agency regarding any dispute or controversy within the exclusive jurisdiction of such agency; in the event of such a dispute or controversy, if not resolved through negotiation, either party may pursue relief before such agency as otherwise permitted by law.

- 32.2 **Negotiations.** At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 32.3 **Arbitration.** If the negotiations do not resolve the dispute within ninety (90) calendar days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this Section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) calendar days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within forty-five (45) calendar days after the close of hearings. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 32.4 **Expedited Arbitration Procedures.** If the issue to be resolved through the negotiations referenced in Section 32.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be seven (7) calendar days. Once such a service-affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedure rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 32.5 **Costs.** Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

32.6 **Continuous Service.** The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure and the Parties shall continue to perform their obligations in accordance with this Agreement.

33. Compliance With Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

34. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of a public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

35. Assignment and Legal Name Changes.

35.1 Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

35.2 Notification of any Licensee legal name changes or the notification to VERIZON of a new Affiliate of the Licensee shall be made in accordance with Section 29.

36. Applicable Law.

This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Attachments reside and shall be subject to the exclusive jurisdiction of the courts therein.

37. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority.

To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

38. Notice of Change in Service Provided

- 38.1 In the event Licensee decides to provide Telecommunication Services in addition to or in lieu of Cable Television Services, Licensee shall so notify VERIZON in writing at least sixty (60) calendar days prior to the date the Telecommunications Services are to be provided.
- 38.2 Telecommunications Services shall include the offering of Telecommunications Services by the Licensee, a third party Telecommunications Service provider overlying the Licensee's pole attachments, and/or a third party Telecommunications Service provider leasing fiber from the Licensee.
- 38.3 Following the notification of a change from provisioning Cable Television Services to provisioning Telecommunications Services, Licensee shall be billed at the telecom provider rates shown in Exhibit A – Attachment Fees starting with the annual bill next rendered.
- 38.4 Failure by the Licensee to notify VERIZON of a change in services provided within the required sixty (60) calendar days shall be subject to a penalty. The penalty for each Pole Attachment subject to a change in services shall not exceed an amount equal to the annual Pole Attachment Fee per each Attachment to VERIZON poles for five (5) years.

39. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

40. Entire Agreement.

This Agreement shall at all times be subject to such changes or modifications as may be required or authorized by any regulatory commission or other governmental entity, including, but not limited to state and federal commissions, in the exercise of its lawful jurisdiction. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

41. No Offer.

Submission of this Agreement for examination or signature does not constitute an offer by VERIZON for the provision of services described herein. The Agreement shall be effective only upon execution by both Parties as provided in Section 5.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the day and year last written below.

VERIZON _____ INC

By: _____

Name: _____

Title: _____

Date: _____

Attest

(LICENSEE) _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT FEES
POLE ATTACHMENT & CONDUIT OCCUPANCY**

STATE: _____

		Telecom Providers	
		Urban**	Rural***
1. Annual Pole Attachment Fee Per Section 13			
2005	Pole	\$ _____	\$ _____
2. Annual Conduit Occupancy Fee Per Section 13			
		CATV and Telecom Providers	
		Subduct	
2005		\$ _____	Per Foot
Both Telecom Providers & Solely CATV Providers			
3. PAR/COR Engineering Fee Per Section 6.2*		TBD	Per Pole or Per Manhole

*This fee is for the estimated Engineering/Inspection costs of processing the PAR/COR. This fee shall be due at the time of either an informal request (Section 9) or upon submission of a PAR/COR application and will be trued up at closure for additional charges or refunds based on actual costs incurred.

** Urban assumes 5 attachers

***Rural assumes 3 attachers

PAR/COR
POLE ATTACHMENT REQUEST/CONDUIT OCCUPANCY REQUEST

VERIZON _____ INC.

(REQUEST #)

OCCUPYING CONDUIT _____
FOOTAGE OF OCCUPIED CONDUIT _____
CENTRAL OFFICE _____
VERIZON RECORD PAGES(S) _____

ATTACHING TO VERIZON POLES
NUMBER OF VERIZON POLES
CENTRAL OFFICE
VERIZON RECORD PAGE(S)

REQUEST

In accordance with the terms of the Pole Attachment and Conduit Occupancy Licensing Agreement ("Agreement[s]") between VERIZON _____ INC. ("VERIZON") and _____ ("Licensee"), dated _____, 2002, governing the terms and conditions of use of VERIZON's _____ (conduit and/or poles), Licensee hereby requests permission to place and maintain certain equipment upon company owned telephone poles, certain telephone company owned/controlled space on power poles, or within VERIZON's Conduit, in and near to _____

_____ (general location), more specifically described and delineated on the sketch and diagram attached hereto and made a part hereof ("Sketch and Diagram"). Sketch and Diagram to include data as to pole location, numbers, ground clearance, power clearance, location of existing facilities, separation of existing facilities, street names, kind of equipment, wind loading information, type and class of poles, and other information to sufficiently describe existing and proposed equipment location on each pole. Sketch and diagram to include specific information regarding conduit occupancy, including number of existing conduit, conduit to be occupied, depth of conduit, Approved Governmental Right-of-Way Use Permit, distances from the center of the roadway to each end of the conduit, distances from the nearest cross street to the center of the conduit, and/or other information required by VERIZON's Engineering Department.

Dated: _____, 200_____

(Licensee)

By:
(Authorized Signature on behalf of Licensee)

(Typed or Printed)

PAR/COR
POLE ATTACHMENT REQUEST/CONDUIT OCCUPANCY REQUEST

PERMIT

VERIZON hereby permits Licensee to place the described equipment on the identified poles, and/or within identified conduit all as set forth in the Sketch and Diagram, subject to the terms and conditions of the Agreement and subject to receipt of Licensee's authorization to make, at Licensee's sole risk and expense, the changes and rearrangements detailed on the Sketch and Diagram, estimated to cost \$_____. This permit is fully subject to all terms and conditions of the Agreement(s), including the provisions requiring Licensee to vacate, remove, transfer or replace any facilities at Licensee's sole risk and expense the described Attachments or occupancy from VERIZON's space on all poles or within VERIZON's conduit within _____ days following written notice from VERIZON. Installation of said equipment on said pole(s) or within said conduit(s) shall begin within _____ days and be completed within _____ days from the date hereof, failing to begin and complete as prescribed shall automatically revoke permission to place or attach facilities. Licensee agrees to place markers upon its facilities in a manner that will clearly identify and delineate its facilities from all other facilities:

(Third Party Contractor) VERIZON _____ INC.

(Design Engineer) (Signature) By:

(Typed or Printed) (Typed or Printed)

Dated _____, 200____ Dated: _____, 200____

WORK ORDER _____

AUTHORIZATION

Licensee agrees to the above terms and Licensee authorizes VERIZON to make the above mentioned charges and rearrangements at Licensee's sole risk and expense.

Dated _____, 200____
(Licensee)
By:
(Authorized Signature)
(Typed or Printed)

Perpetual Inventory of Poles
Balance _____
Added _____
New Balance _____

Perpetual Inventory of Conduit Per Linear Foot
Balance _____
Added _____
New Balance _____

**INSTRUCTIONS - PAR/COR
POLE ATTACHMENT REQUEST/CONDUIT OCCUPANCY REQUEST**

_____ (A)

_____ (F)
(REQUEST #)

OCCUPYING CONDUIT _____ (B)
FOOTAGE OF OCCUPIED CONDUIT _____ (C)
CENTRAL OFFICE _____ (D)
VERIZON RECORD PAGES(S) _____ (E)

ATTACHING TO VERIZON POLES _____ (G)
NUMBER OF VERIZON POLES _____ (H)
CENTRAL OFFICE _____ (I)
VERIZON RECORD PAGE(S) _____ (J)

REQUEST

In accordance with the terms of the _____ (K)
("Agreement[s]") between _____ (L)
_____ ("VERIZON") and _____ (M)
_____ ("Licensee"), dated _____ (N), 200 _____ (O), governing the terms and conditions
of use of VERIZON's _____ (P) (conduit and/or poles), Licensee hereby requests permission to place
and maintain certain equipment upon company owned telephone poles, certain telephone company
owned/controlled space on power poles, or within VERIZON's Conduit, in and near to _____
_____ (Q)

(general location), more specifically described and delineated on the sketch and diagram attached hereto and
made a part hereof ("Sketch and Diagram"). Sketch and Diagram to include data as to pole location, numbers,
ground clearance, power clearance, location of existing facilities, separation of existing facilities, street names,
kind of equipment, wind loading information, type and class of poles, and other information to sufficiently
describe existing and proposed equipment location on each pole. Sketch and diagram to include specific
information regarding conduit occupancy, including number of existing conduit, conduit to be occupied, depth
of conduit, Approved Governmental Right-of-Way Use Permit, distances from the center of the roadway to
each end of the conduit, distances from the nearest cross street to the center of the conduit, and/or other
information required by VERIZON's Engineering Department.

Dated: _____ (R), 200 _____ (S)

_____ (T)
(Licensee)

By: _____ (U)
(Authorized Signature on behalf of Licensee)

_____ (V)
(Typed or Printed)

**INSTRUCTIONS - PAR/COR
LEGEND**

REQUEST

- A. VERIZON COMPANY NAME WITH ADDRESS
- B. REQUESTING TO OCCUPY CONDUIT YES/NO
- C. FOOTAGE OF CONDUIT THAT WILL BE OCCUPIED
- D. CENTRAL OFFICE
- E. PAGE(S) OF VERIZON RECORDS THAT OCCUPANCY WILL OCCUR
- F. REQUEST NUMBER, ALLOWING FOR IDENTIFICATION
- G. ATTACHING TO POLES YES/NO
- H. NUMBER OF POLES REQUESTING TO ATTACH
- I. CENTRAL OFFICE
- J. PAGE(S) OF VERIZON RECORDS THAT ATTACHMENTS WILL OCCUR
- K. THE NAME OF THE AGREEMENT(S) INVOLVED
- L. VERIZON'S COMPANY NAME
- M. ALEC'S (CLEC / CLC / CATV) NAME
- N. MONTH AND DAY OF THE AGREEMENT
- O. YEAR OF THE AGREEMENT
- P. TYPE OF AGREEMENT (TO OCCUPY CONDUIT OR TO ATTACH TO POLES)
- Q. GENERAL LOCATION OF THE OCCUPANCY OR THE ATTACHMENTS
- R. MONTH AND DAY OF THE REQUEST
- S. YEAR OF THE REQUEST
- T. ALEC'S (CLEC / CLC / CATV) LEGAL NAME
- U. AN INDIVIDUAL'S SIGNATURE THAT IS AUTHORIZED TO SIGN ON BEHALF
- V. NAME TYPE OR PRINTED

PERMIT

- BA. COST IF A W.O. IS INVOLVED
- BB. NUMBER OF DAYS THE LICENSEE HAS TO REMOVE ITS FACILITIES
- BC. NUMBER OF DAYS THE LICENSEE HAS TO BEGIN THE WORK
- BD. NUMBER OF DAYS THE LICENSEE HAS TO COMPLETE ITS WORK
- BE. NOTATION IF THE REQUEST IS ACCEPTED
- BF. NOTATION IF THE REQUEST IF REJECTED
- BG. NAME OF THE AUTHORIZED THIRD PARTY CONTRACT FIRM
- BH. THE NAME OF THE DESIGN ENGINEER WORKING ON BEHALF OF 3RD PARTY
- BI. PRINTED OR TYPED NAME OF BH
- BJ. MONTH AND DAY
- BK. YEAR
- BL. WORK ORDER, IF INVOLVED
- BM. VERIZON COMPANY NAME
- BN. AUTHORIZED SIGNATURE ON BEHALF OF VERIZON
- BO. PRINTED NAME OF BN
- BP. MONTH AND DAY
- BQ. YEAR

AUTHORIZATION

- CA. MONTH AND DAY
- CB. YEAR
- CC. NAME OF THE ALEC (CLEC / CLC / CATV)
- CD. SIGNATURE OF INDIVIDUAL AUTHORIZED TO ACCEPT CHARGES ON BEHALF OF ALEC (CLEC / CLC / CATV)
- CE. NAME TYPED OR PRINTED OF CD

PERPETUAL INVENTORY OF POLES

- DA. CURRENT BALANCE OF POLES WITH ATTACHMENTS
- DB. NUMBER OF NEW POLE ATTACHMENTS
- DC. TOTAL OF CURRENT AND NEW POLE ATTACHMENTS

PERPETUAL INVENTORY OF CONDUIT OCCUPANCY

- EA. CURRENT BALANCE OF OCCUPIED CONDUIT
- EB. NUMBER OF NEW CONDUIT OCCUPANCIES
- EC. TOTAL OF CURRENT AND NEW CONDUIT OCCUPANCIES

EXHIBIT C

**NOTICE OF REMOVAL FORM
(PAR/COR)**

VERIZON _____ INC. _____

(REQUEST #)

REMOVAL FROM VERIZON POLES _____ OCCUPYING CONDUIT _____
NUMBER OF VERIZON POLES _____ FOOTAGE OF OCCUPIED CONDUIT _____
CENTRAL OFFICE _____ CENTRAL OFFICE _____
VERIZON RECORD PAGE(S) _____ VERIZON RECORD AGE(S) _____

NOTICE

In accordance with the terms of the Pole Attachment and Conduit Occupancy Agreement ("Agreement[s]") between VERIZON _____ INC.,("VERIZON") and _____ ("Licensee"), dated _____, 2000 governing the terms and conditions of use of VERIZON's poles and conduit, Licensee hereby notifies VERIZON that on _____, 200__ Licensee removed certain equipment upon poles and/or in conduit in and near to __ (general location), more specifically described and delineated on the sketch and diagram attached hereto and made a part hereof ("Sketch and Diagram"). Sketch and Diagram to include data as to pole and/or conduit location, numbers, street names, kind of equipment, type and class of poles, and other information to sufficiently describe location of each pole and/or conduit.

Dated: _____, 200__

(Licensee)

By:
(Authorized Signature on behalf of Licensee)

(Typed or Printed)

REMOVAL VERIFIED

Dated _____, 200__ VERIZON _____

By:
(Authorized Signature)

(Typed or Printed)

Perpetual Inventory of Poles
Balance _____
Removed _____
New Balance _____

Perpetual Inventory of Conduit Per Linear Foot
Balance _____
Removed _____
New Balance _____

NOTICE OF OVERLASHING

VERIZON _____ INC.

(NOTICE#)

NUMBER OF ATTACHMENTS TO VERIZON POLES OVERLASHED ___
CENTRAL OFFICE _____

NOTICE

In accordance with the terms of the Pole Attachment and Conduit Occupancy Agreement ("Agreement[s]") between VERIZON _____ INC. ("VERIZON") and _____ ("Licensee"), dated _____, 2002, governing the terms and conditions of use of VERIZON's conduit and/or poles, Licensee hereby gives notice of its intent to overlash Licensee's Attachments on VERIZON owned telephone poles, in and near to _____ (general location), more specifically described and delineated on the sketch and diagram attached hereto and made a part hereof ("Sketch and Diagram"). Sketch and Diagram to include data as to pole location, numbers, ground clearance, street names, kind of equipment, type and class of poles, and other information to sufficiently describe existing and proposed equipment location on each pole.

Licensee certifies that _____ (Licensee's overlashing and/or third party overlashing) provides _____ (Cable Television Services and/or Telecommunication Services).

Dated: _____, 200 _____

(Licensee)

By: _____
(Authorized Signature on behalf of Licensee)

(Typed or Printed)

Perpetual Inventory of Overlashed Attachments
Balance _____
Added _____
New Balance _____