

**POLE ATTACHMENT LICENSE AGREEMENT
FOR DISTRIBUTION POLES**

BETWEEN

[**SOUTH LOUISIANA ELECTRIC COOPERATIVE
ASSOCIATION**]

AND

[**LICENSEE NAME**]

EFFECTIVE: _____

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POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES

PREAMBLE

[South Louisiana Electric Cooperative Association], a corporation organized under the laws of the State of Louisiana, (hereinafter called "SLECA"), and [Licensee Name], a corporation organized under the laws of the State of [] (hereinafter called the "Licensee"), desiring to cooperate in the joint use of SLECA's poles, erected or to be erected within the areas in which both parties render service in the State of Louisiana whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective _____ ("Effective Date"):

ARTICLE 1 - SCOPE OF AGREEMENT

- A. This Agreement shall be in effect in the areas in which both of the parties render service in the State of Louisiana, and shall cover all distribution poles now existing or hereafter erected in the above territories when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- B. SLECA reserves the right for good cause to exclude from joint use any of its facilities for reasons of safety, reliability, capacity, generally applicable engineering standards, or any uncured Licensee Default for which the Licensee has been noticed as provided for in Article 12, Defaults. SLECA may also exclude from joint use any of its facilities that occupy rights-of-way or easements for which Licensee is unable to obtain easements, rights of way or other necessary privileges.

ARTICLE 2 – EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. "Actual Inventory" is defined in Article 11.A, Adjustment Payments.
2. "Adjustment Payment" is the annual rental rate paid by the Licensee to SLECA for Attachments to Poles as provided for in Article 11, Adjustment Payments, of this Agreement.
3. "Application" is the process used by the Licensee to receive SLECA's permission to install initial facilities to SLECA's poles and to add additional facilities, including Over-lashing of existing facilities, to modify mechanical loading of SLECA's poles, or to otherwise alter the clearances of and/or separation between facilities attached to or in between SLECA's poles. The form used for the Application process is identified as Appendix A and is included as a part of this Agreement.
4. "Attachment" is any wire, line or apparatus attached to a Pole owned by SLECA, including, but not limited to, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, Over-Lashings (defined below), guy wires and anchors that are required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12") either above or below (but not both) the bolted Attachment. Any apparatus or facilities, except cable risers, pedestals, bonding wires and power supplies associated with other aerial Attachments, located fully or partly outside this vertical space shall constitute an additional Attachment or Attachments. Each thru-bolt type Attachment where the Pole is drilled and bolted to support cable and messenger will count as a separate Attachment without respect to separation from an additional Attachment. Where only one bolted Attachment is affixed to SLECA's Pole, and Service Wires

installed on “J-hooks” are located within a space consisting of a total of twelve inches (12”) either above or below (but not both) of the bolted Attachment, such locations shall be counted as a single Attachment.

5. “Contact Person” is defined in Article 18.A and 18B, Notices.
6. “Cost in Place” is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.
7. “Effective Date” is defined in the Preamble.
8. “SLECA” is defined in the Preamble.
9. “SLECA Actual Costs” is defined as all costs, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation, contractors fees when used in lieu of SLECA labor, and tree trimming costs. SLECA Actual Costs shall be verifiably comparable to the cost SLECA pays for similar work to its own facilities. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements.
10. “SLECA Rules and Practices for Attachments” means the general plan established for the orderly use of Poles by SLECA and multiple parties and is attached to this Agreement as Appendix R.
11. “Initial Inventory” is an inventory of Licensee’s Attachments completed within one (1) year of the Effective Date of this Agreement, which will confirm the total number of Licensee’s Attachments, a summary of obvious non-conforming Attachments and any pending Licensee Transfers to SLECA poles.
12. “Initial Safety Inspection” is a survey of the Licensees Attachments to SLECA poles to identify and remediate non-conforming Attachments (*e.g.* NESC violations) on SLECA poles.
13. “Joint Pole” is a pole for which joint use is established or continued pursuant to the terms of this Agreement.
14. “Joint User” is a person or entity that is currently occupying or reserving space on SLECA’s Poles, and may attach to a Pole or anchor owned by SLECA in return for granting SLECA equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns.
15. “Licensee” is the party having the right under this Agreement to make and maintain Attachments on a SLECA Joint Pole and defined in the Preamble.
16. “Licensee Transfer Date” is defined in Article 7.F, Maintenance of Poles and Attachments.
17. “Make-ready” is all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.
18. “Make Ready Costs” means all costs necessary for SLECA, and other existing parties on the pole, to prepare its Poles for Licensee’s new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary

Poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. SLECA Make Ready Costs shall be verifiably comparable to the cost SLECA pays for similar Make-ready work to its own facilities. Make Ready Costs do not include any costs associated with correcting existing violations of SLECA, or others attached to SLECA's Pole, at the time Licensee submits an Application.

19. "Make Ready Estimate" means the estimate prepared by SLECA for all Make Ready Work that may be required by SLECA to accommodate Attachment/Attachments by Licensee.
20. "Make Ready Work" means all work required by SLECA to accommodate Attachment/Attachments by Licensee.
21. "NESC" is defined in Article 3, Specifications.
22. "Non-guyed Service Drop" is a Service Drop that requires no guys under standard industry design practices or the applicable specifications of Article 3, Specifications. (If, atypically, a wire used to connect to a customer's location were to require guying under the Licensee's design standards or the applicable specifications of Article 3, Specifications, then it would not be treated as a Non-guyed Service Drop under this Agreement but would be treated as a cable.) Non-guyed Service Drops are subject to all provisions of this Agreement, including rental and the provisions of Article 3, Specifications, but Non-guyed Service Drops are not subject to the permit application process set forth at Article 4.B, Establishing Attachments to Poles. Licensee must provide a summary, at least quarterly, of all Non-guyed Service Drops added or removed to/from SLECA's poles so that SLECA may adjust the billing records for Licensee's joint use Attachments. As an alternative to quarterly reporting, Licensee may use a "Specified Percentage" to annually increase the number of service wire Attachments.
23. "Old Attachment Agreement" is defined in Article 21, Existing Contracts.
24. "Outside Party" is defined in Article 13.A, Rights of Other Parties.
25. "Over-Lashing" means affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already attached to a Pole. Any proposed Over-Lashing by Licensee is subject to the Application process as well as other applicable provisions of this Agreement. Notwithstanding the above, Licensee's Over-Lashing shall not be subject to a separate annual Attachment rental fee. Licensee shall not allow third party Over-Lashing without SLECA's prior approval.
26. "Pole" or "Distribution Pole" is a wooden, concrete, composite or steel structure owned by SLECA, and normally used by SLECA, to support distribution lines and related facilities of SLECA, including drop and lift Poles. In the event SLECA installs a Pole larger than is initially required for SLECA's and Licensee's use in anticipation of SLECA's future requirements or additions, the additional space provided by SLECA shall be reserved for SLECA's sole use.
27. "Pole Attachment Rental Fee" means the annual amount per Attachment that Licensee must pay to SLECA pursuant to this Agreement in order to affix each Attachment to SLECA's Poles.
28. "Rearrangement" is the moving of Attachments from one position to another on the same Pole.
29. "Referee" is defined in Article 19.B, Resolution of Certain Disputes.
30. "Specified Percentage" is defined in Article 11.B, Adjustment Payments.

31. "Transfer" is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another.
32. "Unauthorized Attachment" means any affixation of any Licensee Attachment of any nature to any property of SLECA, including Distribution Poles, which has not been previously authorized by SLECA or authorized as required by this Agreement. Unauthorized Attachment may include, without limitation, any Attachment affixed to SLECA's Poles without permission from SLECA as provided for in Article 9, Unauthorized Attachments, of this Agreement. Over-lashing of existing facilities without an approved Appendix A from SLECA shall also be considered an Unauthorized Attachment.
33. "Unauthorized Attachment Fee" means the fee to be paid by Licensee for each Unauthorized Attachment.

ARTICLE 3 - SPECIFICATIONS

Except as otherwise provided in Article 7.I, Maintenance of Poles and Attachments, referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the use of the Poles covered by this Agreement shall at all times be in conformity with all applicable (1) RUS Standards as they apply to Licensee's Attachments; and subsequent revisions thereof (2) requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC"); (3) the Specifications found in Appendix R which is incorporated into and made a part of this Agreement and subsequent revisions thereof, (4) The Bellcore Manual of Construction Procedures (Blue Book) and subsequent revisions thereof, (5) the Society of Cable Television Engineer's (SCTE) Recommended Practices for Coaxial Cable Construction and Testing and subsequent revisions thereof, (6) the SCTE Recommended Practices for Optical Fiber Cable Construction and subsequent revisions thereof, and (7) the lawful requirements of public authorities. Where there is a disagreement between the above referenced Specifications, the more stringent shall apply. It is understood by both parties that the requirements of the NESC are minimum requirements. Certain requirements of SLECA that exceed or supplement the NESC are identified in Appendix R to this Agreement. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC and Appendix R, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of Poles, which acceptance shall not be unreasonably withheld.

ARTICLE 4 - ESTABLISHING ATTACHMENTS TO POLES

- A. Before Licensee shall make use of SLECA Poles under this Agreement, including Over-lashing, it shall comply with the requirements set forth herein. Appendix A shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, or (ii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Appendix A. When transmittal is by US mail, the Licensee will also send an electronic mail message, return receipt requested, to SLECA as notice that the permit information is being carried by the US mail, and to notify SLECA of the impending fifteen (15) business day interval to respond to Licensee's permit. This is to prevent disputes regarding the fulfillment of the fifteen (15) business day interval below, and to avoid imposition of the "Unauthorized Attachment Fee."
- B. APPENDIX A PROCEDURE
 1. Except in connection with (i) the placement of Non-Guyed Service Drops; (ii) Pole Transfers; (iii) or power supplies, amplifiers or risers; Licensee must submit to SLECA an Appendix A for any Licensee construction on SLECA Poles (including reconstruction of existing Pole lines, road

improvement projects requiring the placement of new poles and the Over-lashing of Licensee's cables) in association with the placement of new Licensee Attachments, Over-lashing existing Attachments, or removal of existing Licensee Attachment on SLECA Poles. (*The intent of this procedure is for Licensee to provide notice to SLECA for any Licensee construction resulting in a change in mechanical pole loading on SLECA Poles due to Licensee's Attachments and also notice for the addition or removal of Licensee Attachments for tracking of the total number of Licensee Attachments.*)

2. Licensee shall submit a completed Application on the form, attached hereto and identified as Appendix A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.
 - a. *Application Fee* – Except as to (1) installation of new SLECA Poles where none currently exist, as provided for in Article 5. A., Placement of New Poles, and (2) road widening projects, each “Appendix A” submitted by Licensee, shall be accompanied with a check in the amount of fifty dollars (\$50) for SLECA to process and log the Application. No Appendix A form shall include more than 50 poles unless prior permission is obtained from SLECA. Failure to include payment of the fees when submitting the Appendix A will result, at SLECA's option, in the returning of the Appendix A to Licensee unapproved or holding the Appendix A until payment is received. Appendix A's solely for the removal of Licensee's Attachments are not subject to the Application fee. With respect to (1) road widening projects and (2) installation of new SLECA Poles where none currently exist, Licensee shall be required to submit an Appendix A, as provided for in other sections of this Agreement, but Application fees shall not apply. Licensee shall be allowed to establish an “escrow account” with SLECA for the Application fees provided for herein. Licensee shall maintain the “escrow account” at a level that is mutually agreed to by both Parties, but not to exceed an amount equivalent to six (6) months forecasted permit activity.
 - b. *Inspection Fee* – Licensee shall reimburse SLECA the Actual Costs, except in the case of Transfers for road improvement projects and SLECA's installation of new Poles where none currently exist, including all labor, materials, transportation, normal overheads, and appropriate and reasonable other costs incurred by SLECA in performing necessary field inspections and preparation of an estimate of the Make Ready Costs of each Pole covered in the Appendix A. SLECA will provide, as a deliverable for the above inspection fees, a Pole inspection report with appropriate data as the Parties may agree upon. Licensee shall reimburse SLECA for such costs within forty-five (45) days of receipt of the invoice from SLECA.
3. Within fifteen (15) business days after the receipt of such completed Application (or ten (10) business days if the only work being done by Licensee on the Appendix A is Over-lashing and no SLECA Make-ready is required) SLECA shall notify the Licensee in writing whether the Application is approved or rejected, and if Make-Ready construction by SLECA is required, an estimate for such costs. If so approved or if not rejected within the fifteen (15) business day period the Application will be considered approved and the Licensee shall have the right to place Attachments on such Pole(s) as provided in this Agreement. If SLECA rejects the Application in whole or in part, SLECA will specify the reason(s). The Application shall be rejected only for good cause, as provided for in Article 1, Scope of Agreement.
4. The Make Ready Estimate shall offer sufficient detail so that Licensee can readily identify the components of the proposed Make Ready Work and shall reflect costs that are verifiably comparable with SLECA Actual Costs. The Licensee may request clarification on the Make Ready Cost before requesting SLECA to commence Make Ready Work. SLECA's total charges

shall not exceed 120% of the estimate and otherwise shall be consistent with Article 8G, unless such additional costs are caused by changes in Licensee's plans from the original permit.

5. SLECA shall normally commence Make Ready Work within twenty (20) business days of receipt of Licensee's written acceptance of the Make Ready Estimate and shall complete the Make Ready Work consistent with its standard work order process. Licensee may request expedited handling of SLECA's work, and Licensee shall be responsible for the additional Actual Costs incurred by SLECA for such expedited processing. To the extent it has the authority to do so, SLECA shall cause all other Licensees or Joint Users to similarly expedite the completion of all Make Ready Work. SLECA shall use its best efforts to complete all Make Ready Work within sixty (60) business days of receipt of Licensee's written acceptance of the Make Ready Estimate for the Make Ready Work. Licensee shall make payment for SLECA's Make-Ready Work within forty-five (45) days of the written acceptance.
 6. Upon receipt of notice by Licensee from SLECA that the Application has been approved or in the absence of rejection of the Application within fifteen (15) business days from the receipt of the completed Application, and after the completion of any Transferring or rearranging which is required to permit the attaching of the Licensee's Attachments on such Poles, including any necessary Pole replacements, the Licensee shall have the right hereunder to place such Attachments on such Poles in accordance with the terms of the application and of this Agreement (including Article 3, Specifications). SLECA's approval of an Appendix A Application shall be valid for one-hundred twenty (120) days. If the Licensee fails to (1) accept and make payment of Make Ready Costs (if any) within one-hundred twenty (120) days of SLECA's acceptance or (2) initiate construction within one (1) calendar year, SLECA may, in its sole discretion, deem the terms and conditions outlined in the Appendix A null and void, and require the submission of another Appendix A on the part of the Licensee, along with engineering fees necessary to reimburse SLECA for revised engineering and cost estimates. The Licensee must insure that its new facilities can be constructed and maintained in accordance with Article 3, Specifications, of this Agreement. Where field conditions preclude such compliance, Licensee shall notify SLECA prior to construction.
- C. An Appendix A that contains only removal of Attachments is not subject to any fees. Any Non-guyed Service Drop that is placed by the Licensee on a SLECA Pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of Non-Guyed Service Drops shall not alone create an absolute right to the space occupied by the Licensee.
- D. Licensee, without following the Appendix A procedure, may utilize vertical unused space below its Attachment as defined in Article 2, Explanation of Terms, for terminals, risers, power supplies or other vertical Attachments if the existing Attachment on such Pole is authorized, such use does not interfere with SLECA's operations or the operations of other Licensees or Joint Users presently attached to the Pole, and such use complies with the terms of this Agreement (including the provisions of Article 3, Specifications). Any such Attachment and Pole will be subject to all other provisions of this Agreement.
- E. Both Licensee and SLECA shall place, Transfer and rearrange its own Attachments, and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing Poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

- F. The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, shall be borne by the parties hereto in the manner provided in Article 8, Division of Costs.
- G. Licensee's Attachment shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:
 - 1. Licensee's Attachment was licensed under the terms of a prior Pole Attachment agreement; or
 - 2. Licensee had Attachments on the Pole—either licensed or unlicensed—as of the Effective Date.
- H. This Agreement may be used by the Licensee to install “wireless” equipment facilities to SLECA Poles, so long as the equipment does not exceed Licensee's one-foot of space and does not interfere with the facilities of SLECA or other Licensees attached to SLECA's Poles.
- I. Except as provided for in Articles 12, Defaults, and 20, Term of Agreement, the Licensee shall have the right to Transfer its Attachments from an existing Pole to a new Pole installed as part of a road widening project and to continue joint use on such Pole. If the Licensee is materially breaching this Agreement or acting in bad faith or failing to cooperate or communicate as provided in this Agreement, SLECA may terminate the Licensee's rights under this Article 4.I, consistent with Article 12, Defaults. Furthermore, after any termination of the right to make Attachments to additional Poles, SLECA may terminate the Licensee's rights under this Article 4.I if three (3) or more Unauthorized Attachments (as defined in Article 9, Unauthorized Attachments) are found within any twelve (12) month period. SLECA may reinstate the Licensee's rights under this Article 4.I if SLECA deems it appropriate.

ARTICLE 5 - PLACEMENT OF NEW POLES

- A. Whenever SLECA requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it will normally notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new Poles and the character of circuits it intends to use thereon and indicating whether or not such Pole facilities will be, in the estimation of SLECA, suitable for Licensee's Attachment. In case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to seek to attach facilities to the new Poles and will generally describe its planned initial Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee will submit an Appendix A, as such may be required by Article 4, Establishing Attachments to Poles, above; however, Licensee shall not be subject to Application or inspection fees for such Appendix A. Should the Licensee fail to submit an Appendix A within fifteen (15) business days, and subsequently wishes to attach to new Pole facilities, Licensee must submit an Appendix A in accordance with Article 4, Establishing Attachments to Poles, including the payment of all applicable Application fees, inspection fees and Make Ready Costs.
- B. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors prior to tensioning strand to sustain unbalanced loads caused by its Attachments. SLECA shall provide its normal initial right-of-way clearance on each side of the center line to the extent practicable, all right-of-way in excess of the normal swath to be borne by the party requiring the additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 6 - RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While SLECA and Licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Joint Poles, SLECA does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on SLECA's Poles, no liability on account thereof shall attach to the owner of the Poles.

ARTICLE 7 - MAINTENANCE OF POLES AND ATTACHMENTS

- A. SLECA shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the Specifications mentioned in Article 3, Specifications, and shall replace, reinforce or repair such of these Poles as become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time, and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on SLECA's Poles and Licensee will provide necessary training and equipment for its representatives to safely execute their work on SLECA's Poles. Licensee shall, prior to working on a Pole that contains non-compliant or unsafe conditions, promptly notify SLECA of any existing substandard condition (either physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety and SLECA will cause the existing condition to be promptly corrected. Licensee's workmen will not subject themselves or others to an unsafe condition. Licensee shall become familiar with the terms of the appropriate material safety data sheet and comply with such terms and all directions contained therein or otherwise required by state and federal law regarding the maintenance, replacement, and/or disposal of the Pole. SLECA does not warrant, guarantee, or imply that any Pole abandoned by SLECA possesses sufficient mechanical strength as required by or for any use of Licensee.
- B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. SLECA will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Non-Guyed Service Drops with the locations of the power facilities serving the customer.
- C. Except during restoration efforts after natural disasters, such as hurricanes, ice storms, etc., whenever it is necessary to replace or relocate a Joint Pole, SLECA shall, before making such replacement or relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions.
1. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both parties. The electronic notification system of Pole Transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this article. As a prerequisite for use of this system, both parties shall have and properly utilize the necessary electronic equipment and correct NJUNS member codes as provided by each party to the other and as required by NJUNS

for this system and mutually agree to its use as a substitute for the written notice of Transfers required under this Article 7, Section C.

- D. **Transfer of Licensee’s Attachments by SLECA** - In any case where it is mutually beneficial and agreeable by both parties, SLECA or its Contractors may Transfer the Attachments of the Licensee and the Licensee will reimburse SLECA such costs SLECA incurs in making such Transfers on behalf of the Licensee. When the Transfer can be accomplished concurrently with other work that SLECA is undertaking on the same Pole, the charges for such Transfers will be in accordance with pricing detailed in Article 7.D.4, or such other amounts as may be agreed to by the parties. SLECA will use due diligence and care in making such Transfers so as not to damage or cause a disruption in the services provided by the Licensee. However, except in cases of gross negligence or willful misconduct, SLECA shall not be liable for any damages or disruptions in service that may occur as a result of Transfers made in behalf of the Licensee.
1. **Normally Scheduled Construction** - Approval for such Transfers made by SLECA on behalf of the Licensee during normally scheduled construction shall be obtained prior to making such Transfers and will be made on a project by project basis unless otherwise agreed upon.
 2. **Emergency Construction** - In such cases, in the judgment of SLECA, a Pole requires immediate replacement due to a dangerous condition or conditions, SLECA or its contractors will replace the Pole and may Transfer the Licensee’s Attachments without prior permission. SLECA shall use reasonable care to avoid damage to Licensee’s facilities and shall notify the Licensee of such Transfer after work is completed.
 3. **Facility Types To Be Transferred** - SLECA or its contractors will only Transfer Attachments which require a bolt, clamp, or “J” hook either installed through the Pole or otherwise attached. All service wire Attachments to a single “J” hook shall be Transferred at the rate stated below. The hardware on the old Pole will be used to attach to the new Pole. SLECA or its contractors shall not supply any additional material in making Transfers of Licensee’s Attachments.
 4. **Pricing for Transfers** - When SLECA Transfers the Attachments of the Licensee in accordance with the above provisions, the price per Attachment Transferred will be as detailed below. The pricing for Transfers shall be effective with the execution of this Agreement and will continue for 2017. The costs in subsequent years shall be adjusted in accordance with the Handy Whitman Index, South Central Region, Account 364. Multiple Attachment Transfers on a Pole will be billed on a per Attachment basis, not on a per Pole basis.

Costs to Transfer Licensee’s Attachments Concurrently with Other Work by SLECA

Duration	Cable Attachments	Service Drop
Contract start date to January 1, 2018	\$50.00	\$30.00

- E. Should (i) SLECA elect not to Transfer Licensee’s facilities under the above terms, and; (ii) Licensee fails to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (“Licensee Transfer Date”) and after all necessary third party and SLECA responsible Transfers have been accomplished, SLECA may elect to relinquish the ownership of the old Pole from which it has removed its Attachments and all other Licensees and Joint Users, with the giving of verbal notice to be subsequently followed in writing. If SLECA so elects, such old Pole shall, with the giving of ten (10) business days’ notice as provided for above, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless SLECA from all obligations,

liabilities, damages, costs, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such Pole or of any Attachments thereon. In instances where SLECA is the owner of such Pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by SLECA before relinquishing ownership, if the Pole remains in structural conflict with the power route.

- F. Should SLECA elect not to Transfer Licensee's facilities under the above terms, and should the Licensee fail to Transfer its Attachments to the new Joint Pole after the date specified for such Transfer of Attachments and after all third party and SLECA responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if SLECA does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments, the parties will have the following rights, in addition to any other rights and remedies available under this Agreement: The Licensee shall pay SLECA the following amounts until the Licensee has Transferred its Attachments and notified SLECA in writing or through NJUNS that the Transfer has been accomplished: (a) \$5.00 per Pole per month beginning with the 61st day after the Licensee Transfer Date and through and including the 240th day after the Licensee Transfer Date, (b) \$10.00 per Pole per month (instead of \$5.00) beginning with the 241st day after the Licensee Transfer Date. In addition, the cost incurred by SLECA to return to the job site and remove the old Pole will be paid by the Licensee. Notwithstanding the above, Licensee shall not be subject to penalties where SLECA has not used the correct NJUNS member code, as provided by the Licensee to notify Licensee of the clearance to Transfer Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route to the appropriate party. In the event the Licensee notifies SLECA that the Transfer has been accomplished and SLECA returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay SLECA's cost of the trip to and from the job site. *The intent of this paragraph is to ensure timely Transfers and minimize situations of two (2) or more Poles needlessly remaining at the same location for extended periods of time.* The aforementioned provisions of this paragraph will only apply when Poles are installed in a manner consistent with Article 7.B.
1. Transfer penalties shall not apply during the first six (6) months after the Effective Date of this agreement for outstanding Transfers for which Licensee has received appropriate notice prior to the Effective Date. Transfers identified during the Initial Inventory shall not be subject to the penalties above for the first six (6) months after notice to the Licensee.
- G. Each party shall at all times maintain all of its Attachments in accordance with the Specifications mentioned in Article 3, Specifications, and shall keep them in safe condition and in thorough repair. Licensee's Attachments shall be tagged/identified in a manner unique to that Licensee so that the ownership of the facility can be easily identified, without special optical equipment, from the ground. Attachments previously in place on SLECA's Poles shall be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity, but not later than five (5) years from the Effective Date of this Agreement. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. After the fifth year should SLECA encounter any of Licensee's Attachments without permanent identification markers, SLECA may notify Licensee provided that SLECA can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then SLECA may install the necessary markers, and Licensee shall reimburse SLECA for the cost of such work.
- H. Each party shall be responsible for right-of-way maintenance for its own facilities at its own expense.
- I. Any existing joint use construction of the parties hereto which does not conform to the Specifications mentioned in Article 3, Specifications, shall be brought into conformity therewith as soon as

practicable. When such existing construction shall have been brought into conformity with said Specification, it shall at all times thereafter be maintained as provided in Sections A and G of this Article.

- J. The cost of maintaining Poles and Attachments and of bringing existing joint use construction into conformity with said Specifications shall be borne by the parties hereto in the manner provided in this Agreement.
- K. SLECA shall have the right to require the Licensee, within one hundred twenty (120) days after the Licensee Transfer Date (as defined in Article 7.E), either (a) to Transfer its Attachments from an existing Pole to a new Pole that is erected to carry the same or a similar service or Attachments that are on the existing Pole, or (b) to remove its Attachments from the existing Pole and terminate joint use as to the existing Pole, and the choice of option (a) or (b) will be the Licensee's. Or, if neither SLECA nor the Licensee desires a Transfer, SLECA may elect to abandon the existing Pole to the Licensee as provided in Article 10, Abandonment of Joint Use Poles. In the case of any such Transfer, the costs of transferring the Licensee's Attachments will be paid by the Licensee.

ARTICLE 8 - DIVISION OF COSTS

- A. **NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST.** If joint use is established pursuant to Article 5.A, Placement of New Poles, above, the cost of erecting new Joint Poles coming under this Agreement, to construct new Pole lines, or to make extensions to existing Pole lines shall be borne by the parties as set forth in this Article 8.A. Poles installed to accommodate a road improvement project shall be administered in a manner consistent with this Article 8, Section A. If joint use is not established pursuant to Article 5.A, Placement of New Poles, above, the provisions of Article 8.J below will control.
 - 1. In the case of a Pole larger than that required by SLECA, Licensee and the Joint User, the extra height or strength of which is due solely to the Licensee's requirements (such Poles in excess of 40', Poles carrying primary voltages, or 30' Poles carrying only "secondary" voltages or span guys), SLECA shall pay all costs associated with the construction of a Pole satisfactory for SLECA and Joint User's needs (and the Licensee shall pay to SLECA the remaining costs of erecting the Pole larger than that required by SLECA and the Joint User. If in connection with the construction of a Pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Pole even if the Pole does not at that time become a Joint Pole; provided, however, if the Licensee does not attach to the Pole within one (1) year from the date the Pole was set, then the Licensee shall no longer be entitled to attach on such Pole.
 - 2. In the case of a larger Pole, the extra height or strength of which is due to the requirements for additional space or the requirements for proper ground clearance or of public authorities or of property owners, necessary for all parties (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of a Pole solely satisfactory for SLECA shall be shared equally by the Licensee, any Joint User and SLECA, the rest of the cost of erecting such Pole to be borne by SLECA.
 - 3. A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both SLECA and the Licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the Licensee, or in the case on multiple Licensees and Joint Users on

the Joint Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the mid-span Pole.

- B. **PAYMENTS DO NOT AFFECT OWNERSHIP.** Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.
- C. **REPLACEMENT OF EXISTING JOINT POLES.** Where an existing Joint Pole is replaced for reasons other than maintenance by a new one, the cost shall be divided as specified below. The replaced Pole shall be removed and retained by SLECA.
1. A Pole satisfactory for SLECA's needs which can also accommodate the facilities of the Licensee shall be erected at the sole expense of SLECA. If without giving such advance notice, the Licensee places one or more Attachments on a Pole and thereby creates a violation of Article 3, Specifications, or otherwise renders the Pole unsuitable for joint use, or interferes with or causes violations of Article 3, Specifications, for the other attachers to the Pole, then the Licensee must pay the full cost of removing and replacing the Pole with a Pole of sufficient size to remedy the violation or render the Pole suitable for joint use, plus the cost of all Transfers and other work incident thereto.
 2. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to SLECA's requirements or requirements as to keeping SLECA's wires clear of trees or other obstructions shall be erected at the sole expense of SLECA. SLECA shall bear the full expense of replacing or Transferring all SLECA's Attachments and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.
 3. In the case of a Pole larger than the existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee's requirements as to keeping the Licensee's wires clear of trees or other obstructions, the Licensee shall pay to SLECA the Make-Ready Cost of the new Pole.
 4. Except as to existing contracts, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of both parties for additional space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and SLECA, the rest of the cost of erecting such Pole to be borne by SLECA. SLECA and Licensee shall replace or Transfer all Attachments at their own expense.
 5. For purposes of this Article 8.C, any Pole on which the Licensee has placed or places an Attachment shall be deemed satisfactory to the Licensee whether or not the terms of this Agreement have been satisfied.
- D. **RESPONSIBILITY FOR OWN ATTACHMENTS.** Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- E. **MAINTENANCE AND REPLACEMENT COSTS.** The expense of maintaining Joint Poles shall be borne by SLECA thereof except that the cost of replacing Poles shall be borne by the parties hereto in the manner provided elsewhere in this Agreement.

- F. **SERVICE DROPS.** Where an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to SLECA the installed cost of the new Pole plus the labor costs of replacing or Transferring of the Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value.
- G. **PAYMENT BASIS.** Payments made under the provisions of this Article may be based on the estimated or actual cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.
- H. **CORRECTIVE MEASURES.** Subsequent to the Initial Inventory as specified in Article 11, Adjustment Payments, of this Agreement, within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, SLECA may schedule, at its sole discretion and at a time convenient for both SLECA and the Licensee, a joint safety inspection to determine any Licensee-caused safety violations ("Initial Safety Inspection"). If SLECA and the Licensee cannot agree on a convenient schedule, SLECA may, at its sole discretion, proceed with the Initial Safety Inspection and the Licensee will be provided with the results and findings in a format to facilitate Licensee's verification of the findings. The parties will use their best efforts to involve third party attacher(s) in the Initial Safety Inspection and in the correction of existing violations, consistent with the terms of their respective agreements and at the third party attacher's expense. In the event a violation that poses an imminent danger to persons or property is discovered ("Imminent Danger Violation"), Licensee shall correct such violation immediately. Should Licensee fail to correct such violation after notice, SLECA may correct the violation and bill Licensee for the actual costs incurred. Licensee and SLECA shall share equally in the Initial Safety Inspection cost, whether or not Licensee participates in such Initial Safety Inspection as discussed above. Licensee shall not be subject to any safety violation penalties pursuant to the Initial Safety Inspection provided that Licensee corrects any Non-Imminent Danger Violation discovered during the Initial Safety Inspection within eighteen (18) months of the documentation and reporting of the unsafe conditions. Notwithstanding the foregoing grace period, in the event SLECA or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such SLECA or Outside Party's action. Licensee will not be responsible for the costs associated with violations caused by others. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee's Attachments, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on SLECA Poles, will be notified of pending, un-resolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.
- I. Where the Licensee has less than 2,500 customers, consideration shall be given to the scope of work identified in the Initial Safety Inspection and additional time beyond eighteen (18) months, as may be mutually agreed upon by the Licensee and SLECA, may be granted to the Licensee to address Non-Imminent Danger Violations. During any extended time period the Licensee shall demonstrate good faith efforts to continue to correct safety violations. If SLECA and the Licensee have completed a safety inspection within two years prior to the execution date of this Agreement, SLECA may consider, at its sole discretion, extending the schedule for the Initial Safety Inspection to commence on approximately the fifth anniversary of the initiation of the most recently completed safety inspection. Following the Initial Safety Inspection, and not more than once every five (5) years,

SLECA may perform periodic system-wide safety inspections of Licensee Attachments upon six (6) months advance written notice. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee will pay a pro-rata share of SLECA's inspections costs and will incur its own costs to participate in such periodic safety inspections. The Licensee's pro-rata share of SLECA's cost will be equal to the percentage of the total violations related to Licensee's Attachments as identified during the Safety Inspection unless Licensee can clearly demonstrate that they did not cause the violation. If any Attachment of the Licensee is found to be a non-Imminent Danger Violation of Article 3, Specifications, and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from SLECA, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. SLECA may impose a penalty in the amount of one hundred (\$100) dollars for any violation caused by the Licensee that is not corrected within sixty (60) days of written notice from SLECA or within the alternative time-frame agreed to by the parties. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and in no case in more than twenty-four (24) hours. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice, SLECA may correct the violation and bill Licensee for the actual costs incurred. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee's Attachment, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee will not be responsible for the costs associated with violations caused by others. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on SLECA Poles, will be notified of pending, un-resolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.

1. If any Attachment of SLECA is found to be in violation of Article 3, Specifications, and SLECA has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but SLECA shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.
 2. If there exists a violation of Article 3, Specifications, and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties whose Attachment may have caused such violation will share equally in such costs; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.
 3. If one or more Outside Party's Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, SLECA and any other attachees; and SLECA will make reasonable effort to cause the Outside Party to make such payment.
- J. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES. When an existing Pole not in joint use becomes a Joint Pole, the Licensee shall pay all Make-Ready Costs associated with the Licensee attaching to the Pole.

- K. MAKE-READY WHEN APPENDIX A IS NOT REQUIRED. SLECA shall not be obligated to pay Make-Ready Costs for any initial or additional Licensee Attachment for which an Appendix A is not required.

ARTICLE 9 - UNAUTHORIZED ATTACHMENTS

If any Attachment made after the Initial Inventory is identified for which the Appendix A requirements (as set forth herein) have not been satisfied (“Unauthorized Attachment”), or if Licensee is found making Attachments for which an Appendix A is required after the Effective Date but prior to the Initial Inventory, then the Licensee shall pay to SLECA a one-time fee of one hundred dollars (\$100) per Attachment plus a sum equal to the Adjustment Payments that would have been payable from and after the date the Attachment was first placed on SLECA’s Pole as determined from Licensee’s records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Licensee will pay a sum equal to the Adjustment Payments that would have been payable from and after the date the last Actual Inventory was conducted. In addition, SLECA may, without prejudice to its other rights or remedies under this Agreement, require the Licensee to submit within fifteen (15) business days of written notice from SLECA an Appendix A along with supporting engineering design data for each such Attachment, and upon review of such information, SLECA may require the Licensee to (1) make or pay for such modifications as may be specified by mutual consent of the parties or, if the parties in good faith cannot agree, as determined by a Referee pursuant to Article 19, Resolution of Certain Disputes, to comply with applicable safety codes and the terms of this Agreement or (2) if the Licensee has placed during the past twelve (12) months Unauthorized Attachments at three (3) or more different Pole line locations or if non-approval of Appendix A is justified, SLECA may declare the Licensee in Default of this Agreement and the provisions of Article 12, Defaults, shall apply. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article 3, Specifications.

ARTICLE 10 - ABANDONMENT OF JOINT USE POLES

- A. If SLECA desires at any time to abandon any Joint Pole, except as provided in Article 7.C, Maintenance of Poles and Attachments, it shall give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of sixty (60) days from the date of the Licensee having all necessary clearances to Transfer its Attachments and SLECA shall have no Attachments thereon, but Licensee has not removed its Attachments, such Pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless SLECA from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay SLECA the then depreciated value in place of the Pole to SLECA. SLECA shall further evidence transfer of title to the Pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article 8, Division of Costs, when the Pole was originally set, provided the Licensee furnished proof of such payment.
- B. The Licensee may at any time abandon the use of a Joint Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE 11- ADJUSTMENT PAYMENTS

- A. The Initial Inventory shall commence within one year of the Effective Date of the Agreement. Additionally, not more often than once every five (5) years, unless otherwise mutually agreed by the

parties, subsequent inventories of Attachments shall be made by representatives of the parties to determine the number of Licensee's Attachments to SLECA Poles. SLECA shall provide six (6) months advance written notice of any such inventory describing the scope of the Actual Inventory so that Licensee may plan and budget for such Actual Inventory.

- B. Unless prevented by the provisions of a third party agreement, Actual Inventories shall include all Outside Parties attached to SLECA's Poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties shall incur a prorated share of the cost of making the Actual Inventory. For a year in which there is no Actual Inventory, the number of Licensee's Attachments used in calculating the Adjustment Payments shall be based on the number of new Licensee Attachments which Licensee has placed during the year, in addition to the number of Licensee Attachments for which Licensee was charged Adjustment Payments in the previous year, less any removals reported by Licensee. Licensee shall also be invoiced for the rent due for the prior year's "initial Attachments" under an Appendix A as a one-time charge. In addition to Appendix A Attachments, the Licensee will either report on a quarterly basis the number of Attachments installed that are not subject to Appendix A, or the Licensee and SLECA may agree to use a Specified Percentage adjustment in the number of Licensee's Attachments. The "Specified Percentage" shall be 102% annually until the next Actual Inventory. After each Actual Inventory, beginning with the next Actual Inventory, the Specified Percentage shall be the average yearly percentage increase during the years since the previous Actual Inventory. The Specified Percentage will be used solely to adjust for "service" type Attachments where Appendix A is not required by the terms of this contract.
- C. For a year for which there is an Actual Inventory, the Adjustment Payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in the next section.
- D. For a year for which there is an Actual Inventory, the following adjustment shall be made:
 - 1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Adjustment Payments, shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory, as provided in the Adjustment Chart below.
 - 2. If the number of Licensee Attachments in the previous annual rental invoice is greater than the number of Joint Poles found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from SLECA or a credit to the Licensee.
- E. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year for the next year's Adjustment Payments, each party acting in cooperation with the other.
- F. The Pole Attachment Rental Fee per Attachment due from Licensee to Owner shall be calculated annually in accordance with the Louisiana Public Service Commission General Order. The undisputed Adjustment Payment herein provided shall be paid within forty five (45) days after Licensee's receipt of the invoice.

ARTICLE 12 – DEFAULTS

- A. In the event either party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the system General Manager of the cable system and the

President/CEO/General Manager of SLECA shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either party to meet.

- B. In the absence of resolution of the matter in accordance with Article 12, Section A, the aggrieved party may provide a notice of default to the other party in writing. Should such default continue for thirty (30) days after due notice thereof in writing describing the nature of the default, the rights under this contract may be suspended insofar as concerns the granting of future joint use. Upon receipt of such notice of default, the party alleged to be in Default shall either work diligently and cooperatively with the aggrieved party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the party alleged to be in Default. If such default is due or is alleged to be due to the Licensee's performance or non-performance and such Default shall continue for a period of ninety (90) days after such suspension, SLECA may, at its sole discretion and option, terminate this Agreement, deny future Attachments and/or remove the Attachments of Licensee at Licensee's expense, and no liability therefore shall be incurred by SLECA because of any or all such actions. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the parties if a cure is not reasonably possible within the time frames specified above.
- C. Without limiting the effect of the provision of the immediately preceding paragraph, if after reasonable notice Licensee shall default in the performance of any work it is obligated to do under this Agreement, the SLECA may elect to do such work, and the Licensee shall reimburse SLECA for the cost thereof. SLECA shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 17, Bills and Payment for Work, shall, at the election of SLECA, constitute a default under Section B of this Article 12.

ARTICLE 13 - RIGHTS OF OTHER PARTIES

- A. If SLECA, prior to the execution of this Agreement, conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of Section B below, except where such Outside Parties have by agreements entered into prior to the execution of this agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. SLECA shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.
- B. In the event any Pole or Poles of SLECA to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by SLECA, SLECA's subsidiary or affiliate, or by a Joint User with whom SLECA has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee's Attachment on such Pole(s), then SLECA shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and the estimated costs thereof. Upon receipt of such notice, Licensee shall remove its Attachments at its sole expense or reimburse SLECA, on demand, for all reasonable costs incurred by SLECA in making such changes. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, SLECA will provide notice of such space

reservation to Licensee, provided that SLECA has such knowledge on or prior to the date of Licensee's Attachment request.

- C. If SLECA desires to confer upon others not parties to this agreement (Outside Parties), by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Article 3, Specifications, and (2) such Attachments shall not be located within the space allocation of Licensee. SLECA shall derive all of the revenue accruing from such Outside Parties.
- D. Except as to Joint Users already attached to SLECA's Poles, any rights and privileges granted under this Article to others not parties hereto, SLECA shall make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.
- E. Except as to Joint Users already attached to, or reserving space on, SLECA's Poles, in no event will Licensee be responsible for any Make-ready or other costs incurred for the benefit of an Outside Party and such costs shall immediately be reimbursed to Licensee from such Outside Party.
- F. SLECA will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.

ARTICLE 14 - ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of SLECA, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, the use of all or any part of the space reserved hereunder on any Pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such Pole by the permission as aforesaid of Licensee shall be considered as the Attachments of Licensee and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

ARTICLE 15 - WAIVER OF TERMS OR CONDITIONS

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

ARTICLE 16 - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said Joint Poles, and the taxes and the assessments which are levied on said Joint Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on SLECA's Poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE 17 - BILLS AND PAYMENT FOR WORK

- A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within forty-five (45) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.
- B. All amounts to be paid by either party under this Agreement shall be due and payable within forty-five (45) days after receipt of an itemized invoice. Except as provided in Article 17.C below, any payment not made within forty-five (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.
- C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. In the event of such dispute, the parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within forty-five (45) days of receipt of substantiation and determination of the correct amount.
- D. The fees specified in this Agreement shall be subject to an annual escalator equal to the change in the most recent 12 month's Handy Whitman Index for the South Central Region, Account 364, Poles, Towers and Fixtures.

ARTICLE 18 - NOTICES

- A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Licensee Contact Information:

Phone: _____

Fax: _____

SLECA Contact Information:
General Manager
P. O. Box 4037
Houma, LA 70361
Phone: (985) 876-6880
Fax: (985) 851-3644

- B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).
- C. Response to any notice or Appendix A shall be made to the sender rather than to the person designated in Section A or B above.
- D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.
- E. A second copy of any notice given under Article 12, Defaults, or Article 20, Term of Agreement, shall be given to the following persons, who may from time to time be changed by written notice:

Licensee Contact Information:

Phone: _____
Fax: _____

SLECA Contact Information:
General Manager
P. O. Box 4037
Houma, LA 70361
Phone: (985) 876-6880
Fax: (985) 851-3644

- F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE 19 - RESOLUTION OF DISPUTES REGARDING ENGINEERING AND CONSTRUCTION STANDARDS AND SAFETY VIOLATIONS

- A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3, Specifications, of this Agreement, including which party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the parties shall each arrange for a representative to make a joint field visit to the Pole location to

investigate whether a violation exists and if so, any corrective action needed and the party or parties responsible. The parties will make a diligent and good faith effort to resolve such disputes at the local level by the parties' respective local engineers and local managers.

- B. If the parties are unable to resolve any such dispute at the local level, then either party may submit the matter for resolution to a "Referee" for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other party's representative who was involved in the attempt to resolve the dispute and the other party's representative designated pursuant to Article 18.A or Article 18.B, Notices, before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the party's "Contact Person" for the dispute. The other party will promptly respond with a letter similarly sent and copied that provides such party's summary of the dispute and designates such party's Contact Person for the dispute.
- C. If the parties mutually agree to do so, instead of proceeding under Section B above, the parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each party's Contact Person for the dispute.
- D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The parties will cooperate with the Referee.
- E. The Referee will promptly issue a binding decision in writing to the parties, from which there will be no appeal. The party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The parties agree to be bound to pay the Referee's fees and expenses as provided herein.
- F. The Referee will be appointed as follows:
 - 1. Each party will appoint an outside engineer and these two (2) engineers will appoint a third outside engineer or other qualified person to serve as the Referee.
 - 2. In the event that the two (2) engineers so appointed are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be agreed upon. Each party will strike one such name and the remaining person will serve as the Referee. If the parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.
- A. Nothing herein shall preclude the parties from entering into any other mutually agreeable dispute resolution procedure or from changing by written agreement any aspect of the foregoing procedure.

Without limiting the generality of the foregoing, the parties may, by written agreement remove, replace or appoint a Referee at any time.

- B. The parties agree, that if any dispute or problem in connection with the administration of this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a district manager or person who reports to the President/CEO/General Manager of SLECA and a district general manager for Licensee; and, if not resolved by them, between the President/CEO/General Manager of SLECA and the General Manager for the Licensee. If either SLECA or Licensee reorganizes or changes titles, the equivalent person for such party shall perform the above functions. Notwithstanding the foregoing, neither party shall be precluded from seeking any other available legal remedy at any time.

ARTICLE 20 - TERM OF AGREEMENT

- A. This Agreement shall continue in full force and effect for ten (10) years from the Effective Date (Initial Term), and shall automatically renew thereafter for successive one (1) year terms (Renewal Term). Either party may terminate the Agreement by giving to the other party six (6) months' notice in writing of intention to terminate the Agreement six (6) months prior to the end of the Initial term or any Renewal term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the parties for a subsequent agreement.
- B. Upon termination of this Agreement in accordance with any of its terms, Licensee shall within 180 days remove all its Attachments owned by Licensee from all Poles of SLECA. If not so removed, SLECA shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse SLECA for any and all costs incurred by SLECA in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed SLECA within forty-five (45) days of invoicing following SLECA's removal of said Attachments, then SLECA may pursue, without notice or demand to Licensee, one or more of the remedies contained in Article 12, Defaults, including making demand on the Security Instrument described in Article 23.E, Liability and Indemnification.
- C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.
- D. During the term of this Agreement or upon termination of this Agreement, each Party shall have reasonable access to those portions of the other Party's books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

ARTICLE 21 - EXISTING CONTRACTS

- A. All existing joint use or Pole Attachment license agreements between the parties, and all amendments thereto (hereinafter "Old Attachment Agreement") are by mutual consent hereby abrogated and superseded by this Agreement.
- B. Nothing in the foregoing shall preclude the parties to this agreement from entering such supplemental operating routines or working practices as they agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE 22 - APPROVAL OF THE ADMINISTRATOR

This Agreement and any amendment thereof shall be effective subject to the condition that, during any period in which SLECA is a borrower from the Rural Utilities Service ("RUS") and RUS approval of this Agreement and any amendment thereof is required, the Agreement and any amendment thereof shall have the approval in writing of the RUS Administrator.

ARTICLE 23 – LIABILITY AND INDEMNIFICATION

- A. Except as set forth below, Licensee assumes sole responsibility for all injuries and damages arising, or claimed to have arisen, by, through or as a result of any of its cables, wires, appliances, equipment or facilities (or of a third-party overlasher to Licensee's cables, wires, appliances, equipment or facilities or any assignee of Licensee's rights) attached to SLECA's Poles, equipment, or facilities, it being understood, however, that Licensee shall have no liability to SLECA for injuries and damages (a) caused by, through or as a result of the sole negligence of SLECA; or (b) caused solely by, through or as a result of the wanton misconduct of SLECA; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities.
- B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless SLECA from all claims, demands, actions, judgments, loss, costs and expenses (collectively, "Claims") arising or claimed to have arisen by, through or as a result of Licensee's cables, wires, appliances, equipment or facilities attached to SLECA's Poles, equipment, or facilities, or as a result of the negligent acts or omissions, or the intentional or wanton misconduct of the Licensee or any of its contractors, agents, overlashers or assignees, in respect to (a) damage to or loss of property (including but not limited to property of SLECA or Licensee) (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunications by, any person which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities; (d) the proximity of Licensee's cables, wires, appliances, equipment or facilities to the wires and other facilities of SLECA; (e) any claims upon SLECA for additional compensation for use of its distribution rights-of-way for an additional use of the Licensee; and (f) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or SLECA under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against SLECA resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to SLECA for injuries and damages (a) caused by, through or as a result of the sole negligence of SLECA; or (b) caused solely by, through or as a result of the wanton misconduct of SLECA; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities. In any matter in which Licensee shall be required to indemnify SLECA hereunder, Licensee shall control the defense of such matter in all respects, and SLECA may participate, at its sole cost, in such defense. SLECA shall not settle or compromise any matter in which Licensee is required to indemnify SLECA without the prior consent of Licensee.

- C. SLECA expressly agrees to indemnify, defend and save harmless Licensee from all Claims arising or claimed to have arisen solely by, through or as a result of SLECA's negligent acts or omissions or SLECA's intentional or wanton misconduct. SLECA shall have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. In any matter in which SLECA shall be required to indemnify Licensee hereunder, SLECA shall control the defense of such matter in all respects, and Licensee may participate, at its sole cost, in such defense. Licensee shall not settle or compromise any matter in which SLECA is required to indemnify Licensee without the prior written consent of SLECA.
- D. Insurance: Licensee, and any contractors of Licensee, shall contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles owned by SLECA, insurance which meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage shall constitute a Default under this Agreement, in which event SLECA shall have the right to pursue any and all of remedies set forth in this Agreement.
1. Worker's compensation insurance, with minimum limits of \$1,000,000, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by SLECA, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the workman's compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.
 2. Commercial general liability insurance covering all operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, in an amount for bodily injury of not less than \$2,000,000.00 for one person and \$2,000,000.00 for each accident or occurrence and for property damage of not less than \$2,000,000.00 for each accident or occurrence.
 3. Automobile liability insurance on all self-propelled vehicles which may be used in connection with this Agreement, whether owned, non-owned, or hired, in an amount for bodily injury of not less than \$1,000,000.00 for one person and \$1,000,000.00 for each accident or occurrence and for property damage of not less than \$1,000,000.00 for each accident or occurrence.
 4. The policies required hereunder shall be in such form and issued by such carrier authorized to write policies in the State of Louisiana as shall be reasonably acceptable to SLECA.
 - a. SLECA, its board of directors, officers, employees, and agents shall be shown as additional insured on each policy only with respect to liability arising from Licensee's operation in conjunction with this Agreement; and
 - b. Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against SLECA, its board of directors, officers, employees, and agents for loss under the policies of insurance described herein; and
 - c. Licensee shall provide SLECA with at least thirty (30) days written notice before any such insurance shall lapse; and each policy shall state that the insurance carrier will mail a notice to SLECA at the address provided in Article --- at least thirty (30) days before any such insurance shall lapse; and
 - d. Licensee shall furnish SLECA certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and shall provide SLECA with copies of any renewal

certificates promptly after they become available.

5. Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Louisiana, Licensee may provide self-insurance to meet the requirements of this Article 23.F, upon terms and conditions satisfactory to SLECA.
- E. Security Instrument: Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond, or other Security Instrument satisfactory in form and content to SLECA in substitution therefore, to guarantee the payment of any sums which may become due to SLECA or a SLECA Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by SLECA or a SLECA Agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to ten thousand US dollars (\$10,000), or twenty-five dollars (\$25) per Attachment, whichever is larger. The amount of the Security Instrument may, in SLECA's discretion, be adjusted if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within SLECA's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment shall not exceed twenty-five dollars (\$25.00) per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event SLECA shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.
- F. Following the completion of the Initial Safety Inspection, the correction of the identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the Security Instrument shall be adjusted annually to an amount not to exceed the last annual Pole rental invoice received by the Licensee.

ARTICLE 24 - CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement. The execution, interpretation, construction, performance and enforcement of this Agreement and the rights and obligations of the parties shall be governed by Louisiana law, without regard to principles of conflict of laws. Any disputes arising out of this Agreement shall be resolved in the state and federal courts of Louisiana or at the Louisiana Public Service Commission.

ARTICLE 25 - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

In witness whereof the parties hereto have caused these presents to be executed in two counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

[**SOUTH LOUISIANA ELECTRIC COOPERATIVE ASSOCIATION**]

Signed: _____

Name: _____

Title: _____

Date: _____

[**LICENSEE NAME**]

Signed: _____

Name: _____

Title: _____

Date: _____

APPENDIX A - ATTACHMENT REQUEST FORM

Licensee hereby requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to poles, remove Attachment(s) to poles and/or Overlash cables affixed to poles, all as shown on the attached construction plans and drawings. The attached plans and drawings show the Poles Licensee desires to attach to or Overlash, the number and character of Attachments proposed, any Rearrangements requested with respect to existing wires, fixtures or apparatus, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new Pole placement requested. Should additional information be required by SLECA for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. Licensee certifies that all rights-of-way, easements, permits, and consents have been obtained from the owner(s) of the property(ies) on which the Poles being attached to are currently located or will be located. Payment for the fees is included with this request. The table below provides detailed information regarding this request.

LICENSEE				
Company		Poles with Attachments	Added	
Project			Removed	
Request #			Overlashed	
Request Date		Estimated Construction Date	Start	
Name			Completion	
Signature		Fees	Application	
Phone			Inspection	
Fax			Design	
Email			Total	

Please advise Licensee as to whether or not these Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of SLECA supplied Make Ready Estimate the Licensee shall provide notice to SLECA of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by SLECA of Licensee's notice of estimate approval of Make Ready Costs, SLECA will proceed with Make Ready Work.

SLECA				
Response Date		SLECA Make Ready Construction Required?	Yes	
Name			No	
Signature		SLECA Make Ready Construction Estimate	\$	
Phone				
Fax		Permit #		
Email				
Request Response	Approved	Reason for denial		
	Denied			

APPENDIX R - SLECA RULES AND PRACTICES FOR ATTACHMENTS

1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of SLECA's Distribution Poles caused by the placement of Licensee's circuits shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to SLECA. Licensee may not place new guy attachments on SLECA's anchors without SLECA's prior consent. If mutually agreed between the Licensee and SLECA, SLECA may install anchors and anchor rods, at Licensee's expense, with sufficient capacity for SLECA's and Licensee's guying attachments. When the parties agree to use a common anchor, Licensee shall re-install SLECA's anchor rod bonding clamps on SLECA anchors after installing guy attachments to the anchor.
3. A preliminary "ride through" of the proposed route of Licensee's communications facility shall be made by representatives of SLECA and Licensee when necessary.
4. Licensee shall check and verify the condition of any Pole prior to climbing or performing work on it. If a Pole is deemed unsafe, Licensee must immediately cease all work on said Pole and notify SLECA by telephone and in writing as soon as practicable.
5. All Attachments shall be located on the same side of each Pole as any existing telephone or communications cable, or as otherwise designated by SLECA.
6. On Attached Poles where SLECA has secondary conductors, all Attachments shall be located on the same side of the Pole as the secondary conductors, or as otherwise designated by SLECA.
7. Licensee shall cause all cabinets, enclosures, and messengers to be effectively grounded in accordance with the NESC and all revisions thereof. Licensee shall instruct its employees, contractors, and other representatives working on SLECA's Poles of the dangers associated with bonding its facilities to SLECA's "vertical ground wire" and associated dangers thereof, and shall provide adequate training and protective equipment so as to protect its employees, contractors, and other representatives from bodily harm. SLECA assumes no responsibility either for instructing Licensee's personnel or furnishing equipment to Licensee's personnel, or for any liability for Licensee's personnel working on SLECA's Poles, except as provided for in the indemnity provisions of the Agreement.
8. Licensee shall install no power supply on any of SLECA's Poles.
9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after SLECA shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
11. All Attachments of Licensee shall have at least two (2) inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
12. All of Licensee's Attachments shall comply with the more stringent of either SLECA's or NESC clearance and separation requirements and shall be located on all new or transferred attachments a minimum of forty (40) inches below SLECA's lowest attached facilities. On

SLECA Poles supporting streetlights, Licensee's Attachments may be installed to comply with the NESC clearance requirements for the street light "drip loop", as long as Licensee's Attachment also maintains forty (40) inches from other SLECA facilities on the Pole. All mid-span clearances between Licensee's facilities and SLECA's lowest conductors shall comply with NESC clearance requirements.

13. Licensee may, with prior approval of SLECA, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.
14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Pole and subject to the standards set forth in Article 3. Where a disparity exists between SLECA's standards, Governmental requirements, the NESC, this Appendix R, or other written requirements in this Agreement, the most stringent shall apply.
15. In the event that any of Licensee's proposed Attachments are to be installed upon Poles already jointly used by SLECA and another party(ies), Licensee shall negotiate with such other party/parties to determine clearances between its facilities and those of SLECA and such other party/parties, except that Licensee may not in any way modify the clearance requirements set forth in this Agreement
16. Guy markers shall be installed and maintained on all guys.
17. Where, at the sole discretion of SLECA, the future installation of a transformer, underground cable riser, or other similar SLECA equipment is likely, all new attachments will be made at least seventy-two (72) inches under the primary neutral. Clearances not specified in this rule shall be determined by reference to the National Electrical Safety Code. Licensee shall be notified of this possibility in the Appendix A application process.
18. All anchors and guys shall be installed and in effect prior to the installation of any of the Licensee's messenger wires or cables. All anchors and rods shall be in line with the strain and shall be installed so that approximately six (6) inches of the rod remains out of the ground. Cutting of anchor rods to reduce anchor rod extension above the ground line is not permitted. The entire length of the anchor rod should be set in a straight line between the Pole attachment and the point where the rod attaches to the anchor. In cultivated fields or other locations the projection of the anchor rod above earth may be increased to a maximum of twelve (12) inches to prevent burial of the rod eye. The backfill of all anchor holes must be thoroughly tamped the full depth.
19. Sidewalk guys shall be permitted by special exception only.
20. No Licensee guys may be attached to SLECA guys (except grounding connections). Attachment of Licensee guys to SLECA anchors shall be permitted only with approval by the SLECA.
21. With respect to all communications-protective devices, Licensee agrees that SLECA may construct all its facilities in accordance with "Grade C" construction as applicable under NESC Rule 242, Table 242-1, Footnote 7.