

**POLE ATTACHMENT AGREEMENT
DISTRIBUTION INFRASTRUCTURE**

Between

Commonwealth Edison Company

and

(Licensee Name)

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POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT ("Agreement") is made as of this _____ day of _____, by and between Commonwealth Edison Company, an Illinois corporation ("ComEd") and _____ ("Licensee").

In consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT.

1.1 Licensee provides or intends to provide some or all of CATV Services, Telecommunications Services, and Internet Services within ComEd's service territory, as those services are defined in Section 2.0, *infra*. In connection with these services, Licensee desires to attach Cable, associated Attachments, and Power Supplies to electrical distribution poles that are owned by ComEd either wholly or jointly with others within ComEd's service territory at the location(s) described in Exhibit "A" hereto (as the same may be amended by the agreement of the parties from time to time).

1.2 ComEd owns, both wholly and jointly with others, valuable pole plant which it acquired, constructed and maintains at considerable cost and expense. ComEd will permit the placement of Licensee's Cable, Attachments and Power Supplies to certain of such poles, provided (a) ComEd receives appropriate compensation as set forth in this Agreement, (b) ComEd is protected from all liability that may result from Licensee's use of such Cable, Attachments, Power Supplies or ComEd Poles, and (c) such Cable, Attachments, or Power Supplies do not materially interfere with ComEd's own service and operating requirements, including considerations of safety, reliability, and engineering. The permission to use ComEd Poles being granted by ComEd to Licensee hereunder shall be subject and subordinate in all respects to ComEd's service and operating requirements.

1.3 This Agreement is not intended, and shall not be construed, to authorize any action by Licensee that would adversely affect the quality or reliability of the service provided by ComEd. Nor shall it be construed so as to preclude ComEd from taking any action that it considers necessary or appropriate to maintain the reliability or quality of such service or to ensure the safety of its employees, its customers, or the public.

1.4 Through this Agreement, ComEd intends to give Licensee and Licensee intends to receive a license to use particular ComEd Poles for Licensee's Cable and Attachments (collectively "Facilities", as defined in Article 2.0) and Power Supplies only in the manner and solely for the purposes set forth herein. No leasehold or easement rights and no interest in real estate or other interest in property is granted or intended to be granted by this Agreement. No use, however extended, of ComEd Poles under this Agreement shall create or vest in Licensee any ownership or property rights in ComEd Poles.

1.5 Licensee acknowledges that this Agreement was negotiated between ComEd and Licensee, that Licensee has had an adequate opportunity to review the Agreement, that it has made an independent assessment of the business risks and benefits of entering into this Agreement, and that based on this evaluation Licensee desires to enter into this Agreement.

1.6 The laws of the State of Illinois, without regard to its conflict of law principles, shall govern the construction of this Agreement.

2.0 DEFINITIONS.

2.1 "Pole Attachment Application" (hereinafter "Application") means the Application submitted by Licensee to obtain permission from ComEd for the placement, Modification or removal of any of Licensee's Facilities or Power Supplies on or from ComEd Poles. The form of Application shall be prescribed by ComEd and is incorporated into ComEd's Standards and Specifications.

2.2 "Attachment" or "Attachments" means equipment or hardware, including without limitation vertical risers and grounding wires, that is used in providing Licensee Service and that is placed on ComEd Poles pursuant to this Agreement in conjunction with the placement of Licensee Cables or Power Supplies. Licensee shall provide a detailed description in its Application of such equipment and hardware and the number of proposed Attachments to ComEd Poles. An Attachment is "placed on" or is "attached to" a ComEd Pole if it is physically located on the pole, if it is supported either directly or indirectly by the ComEd Pole, or if it precludes the use of the adjacent Com Ed Pole space by others.

2.3 "Cable" means a single aerial cable or wire or fiber optic strand used by Licensee to provide Licensee Service and any hardware or equipment mounted thereon, including without limitation cable amplifiers and splice boxes that are owned by Licensee and attached to ComEd Poles pursuant to this Agreement. Cable also includes a single aerial cable or wire or fiber optic strand overlashed on another Licensee aerial cable, wire, or fiber optic strand. Cable is "placed on" or "attached to" a ComEd Pole if any portion of it is physically located on the ComEd Pole, if it is supported either directly or indirectly by the ComEd Pole, or if any portion of it precludes the use of the adjacent ComEd Pole space by others. Licensee shall provide a detailed description of Licensee's Cable in its Application.

2.4 "Cable Service" or "CATV Service" means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

2.5 "ComEd Pole" or "Pole" means an electrical distribution pole, the highest energized voltage of which is 69 kV, that Com Ed owns solely or jointly with others.

2.6 "Cost" or "Costs" means ComEd's fully-allocated costs, including without limitation all direct and indirect costs for labor, time, services, material, contractors and related engineering and administrative expense, as determined by ComEd in accordance with its standard and applicable engineering, construction, accounting and billing practices and procedures.

2.7 "Effective Date" means the date of this Agreement.

2.8 "Environmental Laws" means all federal, state and local statutes, and all regulations or ordinances of any federal, state, county or local regulatory agency, relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, all statutes, rules and regulations applicable to wetlands and all similar state and local laws now or hereinafter enacted or amended.

2.9 "Facility" means a Cable or some other form of Attachment that is attached to ComEd Poles. The term "Facility" shall include any Modification approved by ComEd in accordance with this Agreement.

2.10 "Hazardous Materials" means any waste, pollutant, toxic substance or hazardous substance, contaminant or material regulated by any Environmental Laws including, without limitation, petroleum or petroleum- based substances or wastes, asbestos and polychlorinated biphenyls.

2.11 "Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

2.12 "Internet Service" is an information service provided using a worldwide system of public and private computer networks that allows for the exchange of information – voice, video, data -through a universal language (protocol).

2.13 "Licensee Service" means the services provided or intended to be provided by Licensee to its customers using its Facilities and Power Supplies, as described by Licensee in its Application.

2.14 "Make Ready" is the replacements, changes and rearrangements, if any, to the facilities, equipment or plant of ComEd and the facilities of other users and all related engineering and administrative work necessary to accommodate the attachment of Licensee's Facilities, or Power Supplies, or proposed Modifications.

2.15 "Marked-Up Application" means the Application as reviewed and completed by ComEd to identify any Make Ready work, the estimated Cost thereof and any special conditions governing placement, Modification or removal of any Facilities or Power supplies on or from ComEd Poles. Each Marked-Up Application shall constitute a billing for the estimated cost of any Make Ready work described therein. The actual cost of such Make Ready work, if different from the estimate, may be "trued up" as set forth in Article 8.1, infra.

2.16 "Modification," "Modifications" or "Modify" means any change or alteration affecting the Facilities or Power Supplies, including without limitation any change in the number, type, ownership or use of the Facilities or Power Supplies, which causes the information provided by Licensee in the prior Application(s) to be incorrect or incomplete in any respect.

2.17 "Permit" means the document issued by ComEd when an Application is granted, providing permission to Licensee for the placement, Modification or removal on or from ComEd Poles of the specific Facilities and Power Supplies identified in the Marked-Up Application. The form of Permit shall be prescribed by ComEd and incorporated into ComEd's Standards and Specifications.

2.18 "Power Supply" or "Power Supplies" means the Licensee Power Supply mounted on or supported by a ComEd Pole that is owned by Licensee and used in providing Licensee Service in conjunction with its Facilities. In its Application, Licensee shall provide a detailed description of its Power Supplies and the proposed number of Power Supplies.

2.19 "Standards and Specifications" means all standards, practices, procedures, rules, regulations and other requirements adopted by ComEd and applicable to the construction, installation, modification, repair, maintenance, use, operation, relocation or removal of any Facilities or Power Supplies, as such requirements may be revised, modified, restated, supplemented or updated by ComEd from time to time. ComEd's current Standards and Specifications are set forth in the document entitled "Standards and Specifications for Pole Attachments."

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2.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

2.21 "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

3.0 TERM OF AGREEMENT.

3.1 This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of two years following the Effective Date, unless terminated sooner in accordance with this Agreement. The Agreement will thereafter continue in force and effect from year to year. The Agreement will be subject to termination by either party upon the giving by the party of written notice to the other party sixty (60) days prior to the end of the two year initial period, or thereafter sixty (60) days prior to the termination of any yearly anniversary date of this Agreement, unless the Agreement is otherwise terminated in accordance with this Agreement.

4.0 PERMIT FOR OVERLASHING OR NOTIFICATION FOR NEW SERVICE

4.1 Licensee agrees to apply to ComEd and to obtain a Permit for Modification before it overlashes or permits the overlashing of Cable to its own Facilities on ComEd Poles, whether the overlashed Cable is owned by Licensee or by a third party.

4.2 Licensee agrees to apply to ComEd and to obtain a Permit for Modification before it overlashes its Cable to the Facilities of a third party on ComEd Poles.

4.3 Licensee shall notify ComEd of any change in the Licensee Services that it is offering using its Facilities and Power Supplies from those described in its Application, and particularly upon its offering of Telecommunications Service or Internet Service using its Facilities and Power Supplies, including overlashed Cable. Licensee also shall notify ComEd upon the offering by a third party of Telecommunications Service, Internet Service, or any other services using Cable overlashed to Licensee's Facilities on ComEd Poles.

5.0 AUTHORITY FOR ATTACHMENTS AND MODIFICATIONS

5.1 No Facilities or Power Supplies shall be attached to any ComEd Poles or Modified until (a) an Application has been submitted by Licensee, reviewed, marked-up and approved by ComEd, and accepted in marked-up form by Licensee and a Permit has been issued by ComEd, all in accordance with Articles 5.0, 6.0, 7.0 and 8.0 of this Agreement, and (b) Licensee has obtained all necessary permits, licenses, consents, certifications and approvals from all governmental authorities and third parties in connection therewith, including without limitation a permit from the joint owner of any jointly owned ComEd Poles

5.2 ComEd shall either grant or deny access to ComEd Poles within forty-five (45) days of receipt by ComEd of the Application. If ComEd denies the Application, it shall provide specific evidence and information, in writing, supporting its denial. ComEd reserves the right to deny any Application when, in its judgment, it determines that the proposed placement or Modification of the Facilities or Power Supplies should be denied for reasons of safety, reliability, engineering or insufficient capacity, or because such placement or Modifications would adversely affect the use of the ComEd Poles by ComEd or its service or operations, or the current use of any other user. ComEd additionally reserves the right, subject to applicable law, to determine the conditions under which placement of any Facilities or Power Supplies or any Modifications will be permitted, which placement or Modification would otherwise be denied. All Facilities or Power

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Supplies installed or to be installed in line with any of ComEd's Poles must be attached to ComEd Poles in accordance with this Agreement.

5.3 Licensee agrees to comply with any and all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Facilities or Power Supplies. Additionally, Licensee shall obtain and maintain, at its sole cost and expense, any and all easements, licenses, consents, franchises, certifications, permits or other authorizations required from any property owner or governmental entity in connection with the installation, use and operation of Licensee's Facilities or Power Supplies on any ComEd Poles. Licensee shall be responsible for the cost of all such permits or approvals, whether such charges are imposed against Licensee or ComEd.

5.4 Licensee shall not place any Facilities or Power Supplies on ComEd Poles until all necessary Make Ready work has been performed by ComEd.

5.5 Licensee shall install, maintain and remove all Licensee Facilities and Power Supplies in accordance with ComEd's Standards and Specifications. Licensee shall be responsible for familiarizing itself with the Standards and Specifications.

5.6 The permission given by ComEd to Licensee to use the ComEd Poles under this Agreement shall in no way limit ComEd's use of ComEd Poles for its own business operations, or the rights or privileges previously given by ComEd to any third parties, not in privity to this Agreement, to use any ComEd Poles, whether or not such ComEd Poles are at any time occupied by Licensee's Facilities or Power Supplies.

5.7 In the event of any emergency or condition during installation that threatens persons or property, ComEd may, in its sole discretion, order Licensee to stop work as appropriate. ComEd will give such order and notice in such manner as is practicable under the circumstances.

6.0 APPLICATION FOR ATTACHMENTS AND MODIFICATIONS.

6.1 Licensee shall submit an Application to ComEd for the attachment of each proposed Facility or Power Supply to ComEd Poles or for the Modification of each such Facility or Power Supply and shall specify therein the kind of Attachment sought and the date proposed for such Attachment, a detailed description of the Facilities or Power Supplies, the number of Attachments that are included as part of the Facilities or Power Supplies, the proposed Modification, if any, to the Facilities or Power Supplies, and the location of the affected ComEd Poles.

6.2 Licensee shall also submit, as part of such Application, a load study, conducted by a licensed Professional Engineer, demonstrating that the additional load placed on ComEd's Poles by Licensee's Facilities or Power Supplies or proposed Modification and associated Attachments will not overburden such Poles, or identifying the specific Poles that will be overburdened and thus will have to be changed out as a result of the attachment of Licensee's Facilities or Power Supplies. The required load study shall be conducted by Licensee at its expense.

6.3 Unless otherwise agreed by ComEd and Licensee, each Application submitted by Licensee to ComEd for the attachment of proposed Equipment to ComEd Poles or the Modification of such Equipment shall not exceed, in total, attachments to more than 50 ComEd Poles.

6.4 Licensee will accompany ComEd at ComEd's request on all pre-construction Pole walks scheduled by ComEd to determine the nature and extent of required Make Ready work related to the proposed attachment of Licensee's Facilities or Power Supplies to ComEd Poles as set forth in the Application. With respect to Modifications, Licensee shall also accompany ComEd at ComEd's request on any field verifications scheduled by ComEd to determine the feasibility of the proposed Modification set forth in the Application and whether any Make Ready work related to the proposed Modification is required. Licensee shall pay all Costs

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incurred by ComEd in conducting such pre-construction Pole walks or conducting such field verifications.

6.5 ComEd will indicate on the Marked-Up Application the Make Ready work necessary to accommodate the proposed attachment of Licensee's Facilities, Power Supplies, or the proposed Modifications and the estimated Cost of such Make Ready work. ComEd will also specify on the Marked-Up Application any special conditions that will govern the proposed Modifications or the placement of Licensee's Facilities or Power Supplies on ComEd Poles.

6.6 If, after receiving the Marked-Up Application, Licensee still desires to have its Facilities or Power Supplies placed on ComEd Poles or to implement the proposed Modifications under the terms and conditions indicated on the Marked-Up Application, Licensee shall accept such terms and conditions by signing the Marked-Up Application and returning the same to ComEd within ten (10) business days after delivery by ComEd, together with payment in full of the estimated Make Ready Cost shown on the Marked-Up Application and applicable fees as set forth in Article 12.0.

6.7 ComEd will cause Make Ready work on ComEd's facilities, if any, identified in the Marked-Up Application to be scheduled and performed in accordance with this Article and Article 7. ComEd will notify Licensee upon completion of such Make-Ready work and issue a Permit authorizing the attachment, Modification or removal of Licensee's Facilities or Power Supplies pursuant to the Marked-Up Application and subject to the terms and conditions set forth therein.

7.0 ATTACHMENT OF FACILITIES OR POWER SUPPLIES TO COMED POLES.

7.1 After completion of the Application process, Licensee may then attach its Facilities or Power Supplies to the designated ComEd Poles or make any Modifications in accordance with (a) the terms and conditions of the Marked-Up Application, (b) ComEd's Standards and Specifications, and (c) all applicable laws, statutes, ordinances, rules and regulations imposed by any governmental entity with jurisdiction over the construction, operation, use, maintenance, repair, replacement or removal of the Facilities or Power Supplies, ComEd Poles or other facilities thereon, including, but not limited to, the Occupational Safety and Health Administration Regulations ("OSHA") and 83 Illinois Administrative Code, Part 305, as amended from time to time. Licensee will take whatever steps are necessary to activate the Facilities or Power Supplies for use in their designated purpose. Licensee will accompany ComEd at ComEd's request on any post-construction inspections scheduled by ComEd to determine Licensee's compliance with the terms and conditions of this Agreement and the Marked-Up Application. Licensee shall pay when billed for all Costs incurred by ComEd in conducting any such post-construction inspections.

7.2 Each Facility or Power Supply shall be clearly labeled at each pole location with Licensee's name and a telephone number where a representative of Licensee can be reached, twenty-four (24) hours a day, seven (7) days a week, to receive reports of problems with the Facilities or Power Supplies. Licensee shall investigate all such reports in a timely manner and perform all necessary repair and maintenance to remedy such problems.

7.3 For Attachments to jointly owned ComEd Poles, Licensee will make arrangements with the joint owner of the Pole to arrange for bonding of its Facilities to available communications devices at the first ComEd Pole, at every tenth (10th) ComEd Pole thereafter and at the last ComEd Pole for each segment of Licensee's Facilities. (Notwithstanding the foregoing, the number of such bonded connections shall be no less than the number required by the National Electrical Safety Code, as amended from time to time.) For Attachments to solely owned ComEd Poles, ComEd shall cause such bonding to be made to ComEd's multi-grounded neutral system in accordance with ComEd's specifications. ComEd will schedule such work in a manner that permits the work to be completed without conflict or interference with ComEd's prior

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work commitments and regular business operations. Licensee shall pay ComEd in advance for the Cost of the required bonding as determined and performed by ComEd.

7.4 Placement or attachment of any of Licensee's Facilities or Power Supplies at a new or different position on any ComEd Pole shall, in each instance where such placement or attachment has not been specifically approved by a prior Permit, constitute a Modification requiring the submission of a new Application and Permit.

8.0 COST AND SCHEDULING OF MAKE READY.

8.1 Licensee agrees to pay in advance the estimated Cost of all Make Ready work, as such Cost is identified in the Marked-Up Application. Upon receipt of such payment and the Marked-Up Application as accepted by Licensee, ComEd will cause the Make Ready work to be performed in accordance with a schedule that avoids conflict or interference with ComEd's prior work commitments and regular business operations. Upon completion of the Make Ready work identified in the Marked-Up Application, the Cost of such Make Ready work may be "trued up."

8.2 Licensee may request in writing that all or part of the Make Ready work be performed on a schedule different than that which otherwise would be implemented by ComEd pursuant to Article 8.1. If Licensee makes such a request in writing, ComEd will meet with Licensee to determine if the requested schedule is feasible and will not interfere with ComEd's business operations and with its obligations to its own customers and to other Licensees. If ComEd decides that it is feasible to undertake a different schedule for Make Ready work for Licensee than would otherwise result under Article 8.1, based on Licensee's written request and ComEd's meeting with Licensee, ComEd and Licensee will negotiate a final schedule acceptable to both, which schedule will be confirmed in writing. Licensee agrees to pay ComEd all costs incurred in meeting the revised schedule for Make-Ready, including, but not limited to, those costs associated with overtime and with penalties which may be owed to the bargaining unit for work performed by contractors.

8.3 Licensee agrees to pay all Costs (to the extent not paid pursuant to Articles 8.1 or 8.2 above), when billed, for any engineering work performed or administrative expense incurred by ComEd, including any analysis, survey or inspection of the proposed route of Licensee's Facilities, or the preparation of engineering documentation or work orders and drawings, that may be necessary to accommodate Licensee's Facilities or Power Supplies, whether occurring prior or subsequent to the placement of any Facilities or Power Supplies on ComEd Poles.

9.0 MAINTENANCE AND REPAIR.

9.1 ComEd will maintain the ComEd Poles and repair or replace ComEd Poles as necessary to fulfill its own service requirements. ComEd is not required to maintain any ComEd Poles for a period longer than is necessitated by its own service requirements. In the event that ComEd determines that it will no longer maintain a ComEd Pole upon which any Facility or Power Supply is attached, ComEd will send Licensee sixty (60) days written notice that it will no longer maintain the ComEd Pole. In such event, ComEd may, in its sole discretion, offer Licensee alternative space on another ComEd Pole for the Facility or Power Supply, provided that such alternative space and ComEd Pole is available, or ComEd may, in its sole discretion and subject to any rights of any joint owner of the ComEd Pole and any other user of the ComEd Pole, offer Licensee the right to purchase ComEd's interest in the subject ComEd Pole pursuant to the terms and conditions set forth in a written offer to Licensee.

9.2 Licensee shall, at its sole cost and expense, maintain its Facilities and Power Supplies in good and safe condition and repair in accord with ComEd's Standards and Specifications and in compliance with all applicable law, statutes, ordinances, rules and regulations, as referenced in Article 7.1 herein. Additionally, Licensee agrees to maintain its

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Facilities and Power Supplies in such a manner so as not to endanger or interfere with the use of ComEd Poles by ComEd or others granted a right to attach to said ComEd Poles. Upon receipt of any notice from ComEd or any court or governmental entity that any Facility or Power Supply of Licensee is interfering with or endangering any persons, equipment, property or facilities of ComEd or any other party including the general public, Licensee agrees that it will, at its sole cost and expense, immediately take all necessary steps to remedy such danger or interference. In the event Licensee fails to remedy such danger or interference within twenty-four (24) hours after notice thereof from ComEd or any court or governmental entity, ComEd will take all actions it deems necessary or appropriate to remedy such matter, including without limitation the removal from ComEd Poles of any Facility or Power Supply causing such danger or interference. ComEd shall have no liability of any kind or nature whatsoever for any actions taken by ComEd to remedy such danger or interference and Licensee shall pay ComEd upon demand for all Costs of such activities.

9.3 Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition on ComEd with respect to any agreement or arrangement ComEd has heretofore entered into or may enter into in the future with respect to any ComEd Poles. In no event will ComEd be liable for any noise, induced voltages, currents or other interference affecting any of Licensee's Facilities. Except for the Make-Ready work expressly described in the Marked-Up Application, Licensee hereby acknowledges and agrees that ComEd has not agreed to undertake any alterations or improvements to make the ComEd Poles suitable for Licensee's intended use and that Licensee hereby accepts use of the ComEd Poles in their AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.

10. REMOVAL, REPLACEMENT OR RELOCATION.

10.1 In the event Licensee wishes to remove any of its Facilities or Power Supplies from any ComEd Poles, Licensee shall so notify ComEd in writing and submit an Application describing the location, number and type of Facilities to be removed. ComEd will review and complete the Marked-Up Application and identify thereon any special conditions governing Licensee's removal of the subject Facilities or Power Supplies. Upon Licensee's acceptance and return of the Marked-Up Application, ComEd will issue a Permit authorizing such removal. No refund of any fees or charges previously paid to ComEd shall be made as a result of such removal. Licensee shall notify ComEd in writing within ten (10) days after the completion of such removal work, and no adjustment in the fees due and payable by Licensee hereunder pursuant to Article 12 shall be made until ComEd has received such notice of completion from Licensee and has had an opportunity to field verify the number of ComEd Poles from which Licensee's Facilities or Power Supplies have been removed.

10.2 In the event that it is alleged by a governmental body that Licensee's use of any ComEd Pole hereunder is in violation of any municipal, state or federal law, statute, ordinance, rule or regulation, over which said governmental entity has jurisdiction, or is not authorized by permit, license or other approval required from any governmental body, property owner or joint owner of the Pole, ComEd may elect, in its sole discretion by written notice to Licensee, to revoke any Permit given under this Agreement authorizing Licensee's use of said ComEd Pole, such revocation to be effective upon the sixtieth (60th) day following the date of such notice. In the event ComEd elects to revoke such Permit, Licensee shall remove the subject Facilities or Power Supplies, at Licensee's sole cost and expense, within sixty (60) days from the date of ComEd's revocation notice. If, however, the governmental entity or property owner providing notice of such violation or unauthorized use requires removal within less than the sixty (60) day time frame, then Licensee shall perform such removal within the time frame set or required by said entity. In the event Licensee fails to perform any such removal, ComEd may, in its sole discretion, and at the sole cost and expense of Licensee, perform such removal within incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries.

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10.3 In the event of any emergency that threatens persons or property, ComEd may, in its sole discretion, without prior notice and at Licensee's sole cost and expense, remove any of Licensee's Facilities or Power Supplies. ComEd will give notice subsequent to ComEd's removal of Facilities or Power Supplies as soon as practicable under the circumstances.

10.4 In non-emergency situations, if ComEd determines, in its sole discretion, that its own service or operating requirements, including, but not limited to, considerations of safety, reliability, and engineering, require the removal, relocation, or replacement of any of Licensee's Facilities or Power Supplies, Licensee shall, at its sole cost and expense, effect such removal, relocation, or replacement within sixty (60) days after receipt of such notice from ComEd. If Licensee fails to perform such removal, relocation, or replacement within sixty (60) days after receipt of such notice from ComEd, Licensee shall pay for any expenses ComEd incurs as a result of a return trip made necessary by Licensee's failure to perform the required removal, relocation, or replacement within the thirty day period. Also, ComEd may, in its sole discretion, and at the sole cost and expense of Licensee, perform such removal, relocation or replacement without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries. Licensee also may request that it transfer any of its Facilities or Power Supplies to any available substitute ComEd Pole, at Licensee's sole cost and expense, which request may be approved or denied by ComEd in its sole discretion.

10.5 As provided in Article 15.4, Licensee shall completely remove its Facilities and Power Supplies from ComEd's Poles no more than one hundred twenty (120) days after the termination of the Agreement, unless the Agreement has been extended for another year or a new agreement covering the ComEd Poles has been executed by the parties hereto. As also provided in Article 15.4, if Licensee fails to remove its Facilities and Power supplies within the required time, ComEd may remove Licensee's Facilities and Power Supplies, at Licensee's expense, from ComEd's Poles and without any liability to ComEd.

11.0 INVENTORY

11.1 ComEd reserves the right to make a field inventory of the area covered by this Agreement for the purpose of verifying the number and location of all or portion of Licensee's Facilities or Power Supplies, as often as conditions warrant, but in any event at least once every five (5) years. ComEd shall give Licensee at least thirty (30) days prior notice of such inventory. Upon request, ComEd will furnish Licensee with a summary report of such inventory within a reasonable time after its completion. If, as the result of such inventory or inventories, ComEd determines that corrections or changes need to be made in order to meet ComEd's service or operating requirements, including, but not limited to, considerations of safety, reliability, or engineering, Licensee will promptly make such corrections or changes at its sole cost and expense. If any such inventory discloses that (a) Licensee has failed to receive a Permit for the attachment or Modification of any of its Facilities or Power Supplies to ComEd Poles, or (b) Licensee is not in compliance with this Agreement with respect to the ComEd Poles to which Licensee's Facilities or Power Supplies are attached, ComEd will bill Licensee for the Cost of such inventory and Licensee shall pay ComEd such Cost within thirty (30) days from the date of receipt of each such bill rendered by ComEd. Neither the occurrence nor the nonoccurrence of any inventory will relieve Licensee of its duties, obligations or liability under this Agreement.

12.0 COMPENSATION

12.1 Fees. Licensee agrees to pay ComEd all fees and charges set forth in this Article within thirty (30) days from the date of receipt of bills from ComEd. Licensee acknowledges and agrees that the level of such fees and charges is based, in part, on the type of services Licensee provides using its Facilities and Power Supplies attached to ComEd's Poles, with different fees owed for CATV Services, Telecommunications Services, Internet Services, or other services, respectively. Accordingly, the fees set forth in Articles 12.1.1, 12.1.2, and 12.1.3 may change if and when there is a change in Licensee Services.

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12.1.1 First Year. Licensee represents that, as of the effective date of this Agreement, Licensee intends to provide Telecommunications Services using its Facilities and Power Supplies attached to ComEd's Poles. Accordingly, during the Initial Year of the Agreement, Licensee shall pay ComEd when billed an annual fee of [twenty-eight] dollars and 94/100 (\$[28.94]) for each Facility and for each Power Supply attached to a solely-owned ComEd Pole and [seventeen dollars and 37/100 Dollars (\$[17.37_]_) for each Facility and for each Power Supply attached to a jointly-owned pole.

12.1.2 Subsequent Years. Thereafter, for so long as the Agreement is in effect, Licensee shall pay to ComEd, when billed, an annual fee for each Attachment or Power Supply attached to a ComEd Pole which increases by three percent (3%) per year, said three percent (3%) increase to be applied each year to the new base fee charged in the prior year for each Attachment.

12.1.3 Overlashed Facilities. With respect to Facilities overlashed on a third party's Cable installed on ComEd Poles, Licensee shall pay ComEd when billed an annual fee of one-half (1/2) of the fee applicable in any year of the Agreement to any non-overlashed Facility.

12.2 Charge for Unauthorized Facilities or Power Supplies. The attachment of any Facility or Power Supply to ComEd's Poles or the Modification of any such Facility or Power Supply without the approval of ComEd pursuant to the terms of this Agreement, or any prior agreement governing such Facilities or Power Supplies, shall be considered an unauthorized attachment of the Facility or Power Supply. The overlashing of additional Cable by Licensee upon a third party's Cable installed upon ComEd's Poles, and the overlashing of a third party's Cable upon Licensee's Cable installed upon ComEd's Poles, without obtaining a Permit from ComEd, shall also be considered an unauthorized attachment of the Facility. Licensee recognizes that placement of unauthorized Facilities or Power Supplies on and unauthorized Modifications affecting ComEd Poles impose additional burdens, liabilities and costs affecting ComEd's management and maintenance of its electrical distribution system and that such burdens, liabilities and costs undermine ComEd's ability to meet its own operating and service requirements and would be extremely difficult and impracticable to fix or ascertain under presently known and anticipated facts and circumstances. Accordingly, Licensee agrees to pay ComEd as liquidated damages for each unauthorized Facility and each unauthorized Power Supply attached to ComEd's Poles an amount equal to the most recent annual fee under this Agreement times the number of years since ComEd last conducted an inventory of the Facilities and Power Supplies as provided in Article 11.1, or five years, whichever is less. Such charge shall be paid by Licensee without prejudice to any of ComEd's other rights under this Agreement, including ComEd's right to remove such unauthorized Facilities or Power Supplies under the circumstances described elsewhere in this Agreement.

12.3 Charges for Failure to Notify Of Change in Service. Licensee acknowledges and agrees that failure by Licensee to provide the notice of new Licensee Services offered that is required by Article 4.3 will deprive ComEd of revenue to which it is lawfully entitled under this Agreement. Licensee further acknowledges and agrees that it is, and will be, exceedingly difficult for ComEd to determine, absent Licensee's good faith compliance with such required notification, that Licensee is in fact providing such changed Licensee Services using its Facilities and Power Supplies attached to ComEd's Poles. Accordingly, if ComEd determines that Licensee has failed to provide ComEd with the required notification, Licensee agrees to pay ComEd as liquidated damages the amount of revenue resulting from applying the fees that would otherwise have been applicable to the changed Licensee Service to each and every Licensee Facility and Power Supply attached to ComEd's Poles pursuant to this Agreement back to February 8, 2001, or to the effective date of this Agreement if Licensee did not have any Facilities or Power Supplies attached to ComEd's Poles prior to that date, plus interest at a rate of 1.5 percent (1.5%) per month. Licensee shall owe such fees as liquidated damages with respect to less than all of its Facilities and Power Supplies attached to ComEd's Poles only upon convincing proof that the

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changed Licensee Services for which notification was owed were in fact offered by Licensee only over a portion of those Licensee Facilities, in which case Licensee shall pay liquidated damages, computed as set forth above and for the period set forth above, only as to the Facilities and Power Supplies proved by Licensee to have actually been used to provide the changed Licensee Services.

12.4 Interest. Licensee agrees to pay interest at the rate of 1.5 percent (1.5%) per month on all monies to be paid under this Agreement from the date such monies are due up to the date paid.

12.5 Taxes. Licensee will be solely responsible for any real estate taxes or assessments levied on any of its equipment, and for any increase in any taxes or assessments levied on ComEd as a result of or in connection with the attachment of the Facilities or Power Supplies to ComEd Poles.

12.6 Obligations to Joint Owner. Payment of the annual fees to ComEd shall not in any way affect Licensee's obligations or duties to pay monies, whether in the form of fees, charges, or otherwise, to any joint owner of a ComEd Pole.

13.0 LIABILITY AND INDEMNIFICATION.

13.1 Notwithstanding any permission granted by ComEd pursuant to any Application, Marked-Up Application or Permit issued hereunder, ComEd retains the right to maintain, replace, relocate and remove ComEd Poles and to maintain, replace, relocate, remove and operate its facilities in such manner as it deems necessary or appropriate to fulfill its own service requirements. Accordingly, ComEd shall not be liable to Licensee, any customer of Licensee, any affiliate of Licensee, or any other person or entity, for any interruption of service or for any interference with the operation of the Facilities or Power Supplies arising in any way out of ComEd's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with ComEd's own business needs and requirements. Without limiting the generality of the foregoing, ComEd will not be liable for any noise, induced voltages, currents or other interference in Licensee's Facilities or Power Supplies.

13.2 Licensee agrees to defend and hold harmless ComEd, its parent company, Exelon Corporation, and their respective affiliates, directors, officers, employees, shareholders, agents, contractors, subcontractors, successors and assigns (the "Indemnitees") from and against any and all claims, demands, actions, causes of action, liabilities, judgments, obligations, costs or expenses for any damage to property, or for injury to or death of any person or persons, or any other costs or expenses, including without limitation attorneys fees and costs, related to, arising out of or connected with the placement, use, operation, repair, Modification or removal of any of Licensee's Facilities or Power Supplies; provided, however, that Licensee shall have no obligation hereunder to indemnify any indemnitees from their own negligence or misconduct. The foregoing indemnification shall include, but not be limited to, claims made under any worker's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors, and subcontractors). Licensee shall immediately notify ComEd of any such claims, demands, damages, injuries or deaths, and shall provide a written report, or other pertinent material or information, if requested. Licensee shall defend the Indemnitees with counsel acceptable to ComEd, in its sole discretion. This provision, however, is limited to the extent Licensee has governmental tort immunities and to the extent of Licensee's legal authority.

13.3 Licensee agrees to indemnify ComEd against any and all claims and demands for damages or losses resulting from any interruption of ComEd's service, the service of Licensee, or the service of ComEd's or Licensee's customers, if such interruption in service arises out of, is caused by or is in any way related to, the exercise by Licensee of the permission granted by ComEd under this Agreement. This provision, however, is limited to the extent Licensee has governmental tort immunities and to the extent of Licensee's legal authority.

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13.4 Licensee agrees to be liable for and promptly reimburse ComEd (except to the extent of ComEd's own gross negligence or intentional misconduct), any joint pole owner or any authorized ComEd Pole user for reasonable expenses incurred in repairing or replacing ComEd Poles or any facilities damaged or destroyed, if such damage or destruction is caused by or results from, in whole or in part, the placement, use, operation, repair, Modification or removal of Licensee's Facilities or Power Supplies on ComEd Poles.

13.5 Licensee agrees to pay the costs incurred by ComEd to upgrade or replace ComEd Poles to which Licensee's Facilities or Power Supplies are attached if the upgrade or replacement is required solely by the addition or Modification of Licensee's Facilities or Power supplies, and to pay its proportionate share of the costs incurred by ComEd to upgrade or replace ComEd Poles if the upgrades or replacements directly benefit Licensee and other attachers to such ComEd Poles and are made to meet ComEd service needs, are made at the request of Licensee or an additional attaching party, or are made as a result of governmental order or regulation.

13.6 At all times, Licensee shall conduct its operations and otherwise use or occupy ComEd Poles hereunder in compliance with all applicable Environmental Laws and shall not cause any Hazardous Materials to be introduced to or handled on or about ComEd Poles hereunder. Licensee hereby indemnifies and shall defend and hold harmless ComEd and all other Indemnitees from and against any suits, damages, injuries, costs and expenses of any kind including, without limitation, court costs, attorney and consultant fees, remediation costs, fines and penalties, whether asserted under Environmental Laws or at common law, arising out of or related to (a) any breach by Licensee of the environmental covenants set forth above; (b) any violation hereunder by Licensee, its employees, agents, or contractors of any Environmental Laws; or (c) the presence, release or threatened release of any Hazardous Materials at, on or about ComEd Poles hereunder caused by Licensee, its agents, employees, contractors, or any entity in privity with or providing a benefit to Licensee; provided, however, that Licensee shall have no obligation to so indemnify any Indemnitee from such Indemnitee's own negligence or misconduct. The foregoing covenants and indemnification obligations shall survive any termination of this Agreement. This provision, however, is limited to the extent Licensee has governmental tort immunities and to the extent of Licensee's legal authority.

13.7 Licensee's duties and obligations to indemnify ComEd and the other Indemnitees under this Article 13 shall survive any termination of this Agreement.

14.0 INSURANCE AND BOND.

14.1 Insurance. Licensee shall provide and maintain during the term of this Agreement a policy or policies of insurance in accord with the requirements set forth in Exhibit B, attached hereto and made a part hereof, protecting ComEd from any casualty or loss arising out of, resulting from or caused by the attachment of Facilities or Power Supplies to ComEd Poles. All of the policies of insurance provided for herein shall name ComEd as an additional insured party, shall be issued by a company and in a form acceptable to ComEd, and shall provide such coverage, terms and conditions as to be in accord with said Exhibit B.

14.2 Bond. During the entire term of this Agreement, Licensee will maintain a bond to guarantee the payment of all the sums that may become due from Licensee to ComEd under the terms of this Agreement. At the time this Agreement becomes effective, Licensee agrees to furnish a bond to ComEd in the amount of \$10,000.00 for the initial 1 to 500 ComEd Poles affected by placement of any Facilities or Power Supplies. Licensee shall increase said bond by \$10,000.00 for each additional group (or partial group) of 500 ComEd Poles in excess of the initial 500 ComEd Poles affected by placement of the Facilities or Power Supplies. The required bond amount shall at all times be equal to or in excess of the amount determined as aforesaid for the number of ComEd Poles covered by Permits hereunder. The bond shall be in a form and with a surety acceptable to ComEd.

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15.0 DEFAULT, TERMINATION AND OTHER REMEDIES.

15.1 Breach of Representations or Warranties. Either party may terminate this Agreement upon the discovery of a breach by the other party of one or more of the representations or warranties set forth in Article 17 of this Agreement.

15.2 Other Breaches. Licensee agrees that ComEd may terminate this Agreement upon the discovery of one or more of the breaches of this Agreement identified in this Article 15.2.

15.2.1 Failure to Notify Of Assignment. Licensee shall be in breach of this Agreement if it fails properly to notify ComEd of any assignment of this Agreement as required by Article 16.0.

15.2.2 Bankruptcy or Insolvency. Licensee shall be in breach of this Agreement if it fails to make a payment or is at risk of failing to make a payment because it (a) makes any general assignment for the benefit of creditors; (b) initiates or is the subject of a request to initiate a bankruptcy or insolvency proceeding under any provision of law, including the United States Bankruptcy Code; (c) files or is the subject of a filing for the appointment of a receiver; or (d) is rendered or declared insolvent within the meaning of Section 1-201(23) of the Illinois Uniform Commercial Code.

15.2.3 Failure Materially To Comply. Licensee shall be in breach of this Agreement if Licensee fails materially to comply with any of the provisions of this Agreement to be performed or observed by Licensee or uses the Facilities or Power Supplies for purposes other than those specified herein, and such breach continues without cure (a) for thirty (30) days after written notice from ComEd for any monetary defaults; or (b) for the period of time specified in any default notice issued by ComEd for any emergency posing an immediate safety risk to the public or to ComEd workers, employees, or customers or other immediate risk of loss, injury or damage; or (c) for sixty (60) days for any other type of default.

15.2.4 Loss of Franchise. Licensee shall be in breach of this Agreement if at any time Licensee loses a franchise to use the public streets and highways in any area included in Exhibit A to this Agreement.

15.2.5 Failure to Act on Agreement. Licensee shall be in breach of this Agreement should Licensee not place Facilities or Power Supplies or reserve space on ComEd's Poles in any portion of the area included in Exhibit A to this Agreement within six (6) months of the Agreement's Effective Date, or within ninety (90) days of receipt of a Permit from ComEd for the attachment of Facilities or Power Supplies.

15.2.6. Attachment without a Permit. Licensee shall be in breach of this Agreement if it attaches any Facility or Power Supply to ComEd's Poles without having first obtained a Permit as provided for in Articles 5.0 and 6.0 of this Agreement.

15.3 Rights and Remedies for Breach. In the event Licensee shall be in breach of this Agreement and such breach continues beyond any applicable cure period provided herein, ComEd may exercise any one or more of the following rights and remedies: (a) terminate this entire Agreement or terminate any Permit or Permits given pursuant to this Agreement; (b) take any and all corrective action ComEd deems necessary or appropriate to cure such default and charge the cost thereof to Licensee, together with (i) interest thereon at 1.5 percent (1.5%) per month and (ii) an administrative charge in an amount equal to twenty percent (20%) of the cost of the corrective action, such payment to be made by Licensee upon ComEd's presentment of demand therefor; or (c) exercise any other remedy available to ComEd under this Agreement or at law or in equity.

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15.4 Removal of Licensee Facilities. Upon termination of any Permit to use a ComEd Pole or Poles given pursuant to this Agreement, or upon the termination of this Agreement, ComEd shall have the right within the first one hundred twenty (120) days of termination of any Permit or this Agreement, at its sole cost and expense, with or without notice to Licensee, to remove all of Licensee's Facilities or Power Supplies from all ComEd Poles affected by such termination. Upon termination of any Permit, Licensee shall have one hundred twenty (120) days to remove its Facilities and Power Supplies from the affected ComEd Poles, and upon termination of the entire Agreement, Licensee shall have one hundred twenty (120) days to remove its Facilities and Power Supplies from ComEd's Poles. ComEd shall have the right without notice to remove all of Licensee's Facilities and Power Supplies from the ComEd Poles to which the Permit applies or from all of ComEd's Poles where the entire Agreement has been terminated if Licensee fails to remove its Facilities and Power Supplies within the specified and applicable time. If Licensee fails to remove its Facilities and Power Supplies within the specified and applicable time, Licensee shall pay ComEd for all Costs of such removal within ten (30) days after billing. ComEd shall deliver the Facilities and Power Supplies to a location given by Licensee or stipulated by ComEd without incurring any liability for the condition of the Facilities and Power Supplies, or for any other loss, damage or casualty, of any kind or nature whatsoever, incurred or alleged to have been incurred by Licensee arising out of or resulting from the removal of the Facilities and Power Supplies.

15.5 Duties and Obligations Remain. In the event that Licensee is in default or in breach under this Agreement and ComEd elects to terminate Permits granted under this Agreement or the Agreement itself, in whole or in part, or upon any other cause of termination of this Agreement, Licensee shall not be relieved of any of its duties or obligations under this Agreement, so long as any Facility or Power Supply remains on any ComEd Pole.

15.6 Retention of Administrative Fees. In the event that this Agreement is terminated or voided for any reason, ComEd shall retain all monies therefore paid hereunder as administrative fees incurred in the implementation of this Agreement.

16.0 ASSIGNMENT.

16.1 Licensee may not assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without the prior written consent of ComEd, which consent will not be unreasonably withheld. Licensee agrees that ComEd may, as a condition precedent to granting consent for an assignment or transfer, require renegotiation of the fees set forth in Article

12 of this Agreement or of the insurance and bond requirements set forth in Article 14 of this Agreement. Licensee shall give ComEd not less than sixty (60) days' prior written notice of any proposed assignment or transfer. Licensee recognizes that ComEd will incur administrative and other expenses when it reviews any proposed assignment or transfer of Licensee's interest in this Agreement and Licensee agrees to pay all such reasonable Costs when billed.

16.2 An unauthorized assignment or transfer of this Agreement includes, but is not limited to, Licensee's granting permission or otherwise allowing, explicitly or implicitly, by any act or omission, for any use of the Facilities or Power Supplies for any purpose other than the Licensee Service that is the subject of this Agreement. An unauthorized attachment includes granting permission to or otherwise allowing any party other than Licensee to use Licensee's Facilities or Power supplies, or any portion thereof, which are placed on a ComEd Pole, without ComEd's permission.

16.3 The obligations of Licensee under this Agreement (but, except as otherwise provided in Article 16.1 hereof, not Licensee's rights and privileges hereunder) shall extend to and be binding upon any successors or assigns of Licensee. All right, title and interest of ComEd hereunder shall be binding upon an issue to the benefit of ComEd's successors and assigns.

16.4 Licensee recognizes and agrees that ComEd will incur extra administrative, legal and other expenses if Licensee makes an unauthorized assignment or transfer of this Agreement.

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Accordingly, Licensee agrees to pay ComEd such Cost when billed. Payment of such Costs shall be made by Licensee in addition, and without prejudice, to all other rights and remedies ComEd

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may have under this Agreement in connection with such unauthorized assignment or transfer, including, but not limited to, ComEd's right to collect base fees (per Article 12.1) from any such assignee or transferee, ComEd's right to remove or relocate unauthorized Facilities and Power Supplies and ComEd's rights to terminate this Agreement.

16.5 Nothing herein shall be deemed to restrict or limit ComEd's right to assign all or any portion of its right, title or interest in this Agreement.

17.0 REPRESENTATIONS AND WARRANTIES.

17.1 Power and Authority. Each party represents and warrants that (a) it is a corporation duly organized, validly existing and in good standing in its state of organization, (b) it is qualified to do business (if a foreign corporation) under the laws of the State of Illinois, and (c) it has full power and authority to enter into this Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms.

17.2 Enforceability. Each party represents and warrants that this Agreement constitutes a valid and binding obligation of such party and is enforceable against such party in accordance with its terms and conditions. Each party further represents and warrants that it has independently reviewed this Agreement, including the charges set forth in Article 12, and concluded that this Agreement is just, reasonable and equitable.

18.0 FORCE MAJEURE.

18.1 Neither party shall be liable for any delay in performance or inability to perform any non-monetary obligations hereunder if such delay or inability is due to acts or omissions which are not voluntary by such party and beyond such party's reasonable control, including, but not limited to, acts or omissions of any governmental body, civil disturbance, war, fires, acts of nature, labor disputes, shortages of materials and equipment, or the acts or omissions of the other party.

19.0 MISCELLANEOUS.

19.1 Confidential Information. The parties agree that the terms of this Agreement and any other information deemed proprietary and confidential by either party and identified as such and disclosed to the other party in the course of performing under this Agreement shall be held in strictest confidence by the receiving party and shall not be disclosed to any third party (other than the affiliates of the receiving party) without the disclosing party's prior written consent. The obligations imposed herein shall not apply to confidential information which (a) becomes available to the public through no wrongful act of the receiving party, (b) may be published prior to the date hereof, (c) is received from a third party without restriction known to the receiving party and without breach of this Agreement, (d) is independently developed by the receiving party, or (e) is disclosed pursuant to a requirement or request of a governmental agency, subpoena or other legal proceeding.

19.2 Merger. All understandings and agreements, oral or written, heretofore made by and between the parties hereto are merged into this Agreement. This Agreement, and the exhibits attached hereto, alone fully and completely express the agreement between ComEd and Licensee with respect to the subject matter hereof.

19.3 Prior Agreements Superseded. This Agreement terminates and supersedes any prior agreement, license or joint use affecting ComEd's Poles and Licensee's Facilities and Power Supplies covered hereby as of the date hereof, but such termination shall not reduce or eliminate the obligation of Licensee to make payment of any amounts due to ComEd under any prior agreement.

LICENSEE

19.4 Waiver of Terms or Conditions. The failure of ComEd to enforce or insist on compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any right to seek enforcement of such terms or conditions. The acceptance of payment by ComEd of any of the fees or charges set forth in this Agreement shall not constitute a waiver of any breach, default or violation of the terms or conditions of this Agreement. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

19.5 Severability. This Agreement, including, without limitation, the fees set forth in Article 12 or other charges due hereunder, may be subject to the approval of one or more regulatory agencies. If this Agreement is subject to such approval, the parties hereto agree to jointly seek such approval. If such required approval is not granted by any agency, this Agreement shall be considered void. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstances otherwise shall be held to be invalid or unenforceable under applicable law by any court or governmental body having jurisdiction, such invalidity or unenforceability shall not affect, impair or render invalid or unenforceable any other provision of this Agreement, nor shall it affect the application of such clause, phrase, provision or portion hereof to any other person or circumstances. In the event any provision of this Agreement is so found to be invalid or unenforceable, the parties agree to amend this Agreement by replacing the invalid or unenforceable term with such other provision as will give the fullest possible effect, within the limits of applicable law, to the intention and understandings of the parties as set forth in this Agreement. Notwithstanding the foregoing, in the event that any of the terms and conditions contained in Articles 12 or 13 hereof are determined by a court or governmental body having jurisdiction to be invalid or unenforceable in any material respect, then, at ComEd's option, this Agreement shall be terminated and, in such event, ComEd shall have the right to remove all of Licensee's Facilities and Power Supplies from any or all of the ComEd Poles in the manner provided hereinabove with respect to termination of this Agreement. Further, and notwithstanding the foregoing, if a court of final jurisdiction determines that the Constitutionally required compensatory rates for access to an electric utility's poles are higher than the fees contained in Article 12 of this Agreement, the parties agree that that Constitutionally-required rates shall immediately be substituted herein for the Article 12 fees, with no termination of this Agreement.

19.6 Notice. Unless otherwise directed, all notices required to be given by either party to the other party under this Agreement shall be in writing and shall be deemed sufficient if given in any of the following ways: (a) delivery by a messenger service or private delivery service providing same or next day delivery, (b) sent by United States Certified Mail, return receipt requested, postage prepaid, or (c) by facsimile copy and followed within 24 hours by an original copy deposited in the United States Mail, first class, postage prepaid, to the parties at the addresses set forth herein below. With respect to notification of completion of Make-Ready work (Article 6.6), notice of interference or endangerment (Article 9.2), notice of emergency action (Article 10.3), or such other notice requirements as ComEd and Licensee may agree from time to time to treat as follows, notice may first be made by telephone call or e-mail to the person or persons specified below, to be followed within a reasonable time by a confirmation notice in writing as directed above. The parties and the addresses set forth herein below may be changed by any party by giving notice to the other party in accordance with this Section 19.6 to the last person and address specified herein below.

LICENSEE

If too Commonwealth Edison Company,

Infrastructure Leasing Manager
Commonwealth Edison Company
Post Office Box 1520
Oak Brook, Illinois 60522-1520

with a copy to:

Commonwealth Edison Company
Office of General Counsel
One Financial Place
440 South La Salle Street
Post Office Box 805398
Chicago, Illinois 60680-5398

If to (Licensee),

with a copy to:

19.7 Agreement To Do All Things Necessary Or Appropriate. Both parties agree to do all things necessary or appropriate from time to time, including the execution and delivery of such ancillary documents and agreements as ComEd may reasonably require, to carry out the express terms and conditions of this Agreement and the intentions and understandings of the parties as described herein.

19.8 No Partnership Or Joint Venture Created. The parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, ComEd and Licensee. ComEd and Licensee are each independent contractors and nothing contained in this Agreement shall be construed to constitute either party an agent of the other.

19.9 Revision of Forms. The forms attached hereto are subject to revision by ComEd at any time and at its discretion.

19.10 Renewal of Other Agreements. In the event Licensee seeks to renew any existing pole attachment agreements with ComEd, other than this Agreement, that involve the attachment by Licensee of its Facilities or Power Supplies to ComEd Poles in other areas where Licensee has been provided a franchise, license, permit or other right to provide Licensee Service, such other pole attachment agreements may be renewed in accordance with the procedures described herein. ComEd may elect, in its discretion, to renew any such other agreement by an amendment to this Agreement, which amendment shall incorporate within the scope of this Agreement the attachment to ComEd Poles of Facilities and Power Supplies of Licensee covered by such other agreement and such other terms and conditions as ComEd may require to give effect to such incorporation.

(Continued on next page).

LICENSEE

IN WITNESS WHEREOF, the parties to this Agreement by their duly authorized representatives have executed this Agreement to be effective as of the day and year first written above.

**COMMONWEALTH EDISON COMPANY,
an Illinois corporation**

By: _____

Printed Name: Kendall Hodge

Title: Director, Real Estate and Facilities

Date: _____

(Licensee)

By: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE

EXHIBIT A
LOCATION OF ComEd POLES

Municipalities of:

LICENSEE

EXHIBIT B
Insurance Requirements

(a) Required Coverages. Licensee shall provide and maintain in effect during the term of this Agreement minimum insurance coverage with insurers satisfactory to ComEd as follows:

	<u>Types of Coverage</u>	<u>Coverage Limits</u>
(1)	Worker's Compensation	Statutory
(2)	Employer's Liability	\$1,000,000
(3)	Commercial General Liability, including Public Liability, Bodily Injury and Property Damage*	\$5,000,000 combined single limit per occurrence and annual aggregate
(4)	Automobile Liability (covering owned and non-owned vehicles), Bodily Injury and Property Damage	\$3,000,000 combined single limit each accident

The foregoing coverage's shall be primary and shall not require contribution from ComEd. Licensee may provide the coverages through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies. However, the total limits shall not be less than the limits set forth in this subsection.

* The following endorsements shall also be required with respect to the coverages in Item (3) above: (1) Blanket Contractual Liability, covering Carrier's indemnity obligations, (2) Broad Form Property Damage, (3) Personal Injury (with the Employment Exclusion deleted), and (4) Employees as Additional Insureds.

(b) Additional Coverages. While the coverages set forth in subsection (a) are intended to apply in the majority of situations that are subject to the Agreement, ComEd reserves the right to require the Licensee to provide and maintain additional coverages in the event that the particular situation involves unusual risks.

(c) Additional Insured Endorsement. Licensee's liability insurance policy shall name ComEd as an additional insured.

(d) Certificates of Insurance. Certificates of Insurance acceptable to ComEd shall be filed with ComEd at the time of execution of this Agreement. These Certificates of Insurance and the insurance policies required by this Exhibit C shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire, or the limits in any manner reduced until at least thirty (30) days' prior written notice (ten (10) days' prior written notice in the case of nonpayment of premium) has been given to ComEd. ComEd may inspect any or all policies of insurance at any time.

(e) Ratings. All insurance coverage shall be provided by insurance companies acceptable to ComEd and having ratings of A/XII or better in the Best's Key Rating Insurance Guide (latest edition in effect as of the date of the Certificates of Insurance referred to in subsection (d) of this Section).

(f) Changing Conditions. ComEd reserves the right to require changes in the type, form and amount of insurance provided by Licensee if any event occurs which causes ComEd to believe

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that the insurance then provided has become inadequate to meet the insurance obligations of Licensee under this Agreement.