POLE ATTACHMENT LICENSE AGREEMENT FOR POLES LOCATED OUTSIDE OF THE CITY OF DOVER CITY LIMITS

BETWEEN

The City of Dover Public Utilities Department, Electric Division

And

Comcast of Delmarva Inc.

This Pole Attachment Licensing Agreement (the "Agreement") dated this ____ day of _____, 2008 is made by and between the **City of Dover Public Utilities Department, Electric Division,** hereinafter referred to as "DED" and **Comcast of Delmarva Inc.**, (hereinafter referred to as "Licensee").

1. Recitals

A. Whereas, Licensee proposes to install and maintain Communications Facilities and associated communication equipment on DED Poles to provide Communications Services to the public; and

B. Whereas, this Agreement is only applicable to DED poles located **outside** of the City of Dover, DE, City Limits; and

C. Whereas, DED is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachment on DED Poles, provided that DED may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes and / or any other Applicable Standards; and

D. Therefore, in consideration of the mutual covenants, terms and conditions and remunerations herein provided, and the rights and obligations created hereunder, the parties hereto agree as follows:

2. Definitions

The following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

(a) Affiliate: when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.

(b) Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around electric facilities and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), and the regulations of the Occupational Safety and Health Administration ("OSHA"), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of the DED or other federal, state or local authority with jurisdiction over DED Facilities.

(c) Assigned Space: means space on DED's Poles or within DED's' Conduit System that is being or can be used, as defined by the Applicable Standards, for the attachment or placement of wires, cables and associated equipment for the provision of Communications Service.

(d) Attaching Entity: means any public or private entity, including Licensee, that places an Attachment on DED's Poles or within its Conduit System, in accordance with a License Agreement.

(e) Attachment: means a Communications Facility that is affixed directly to a DED Pole or is placed within DED Conduit, but does not include a service drop attached to a single Pole on which the Licensee has an existing Attachment. Overlashing is a permitted attachment; however, no additional attachment fees will be assessed for a Licensee overlashing their own facilities for their own service. Make ready fees apply should pole loading dictate pole upgrades.

(f) Capacity: means the ability of a Pole or portion of Conduit to accommodate an Attachment in accordance with Applicable Standards, including space and loading considerations.

(g) Climbing Space: means that portion of a Pole's surface and surrounding space that is free of obstructions to the ability of DED employees and contractors to safely and conveniently climb, gain access to, and work on, DED Facilities.

(h) Common Space: means space on DED's Poles that is not used for the placement of wires or cables but which jointly benefits all users of the Poles by supporting the underlying structure.

(i) Communications Facility: means any wire or cable that is being used, or can be used, to provide Communications Service, and any and all associated equipment.

(j) Communications Service: means the transmission or receipt of voice, video, data, Internet or other forms of digital or analog signals over a Communications Facility, but does not include any such transmission or receipt by DED when utilized to provide internal, non-commercial communications related to the operation of the DED or non-commercial governmental communications.

(k) Conduit System or Conduit: means DED's Conduit, Innerduct, manholes, vaults, risers, pull-boxes and trenches.

(l) Electric Facility: means a transformer or electric wire utilized to provide Electric Service, together with all associated equipment necessary to physically attach such facilities to a Pole or within a Conduit.

(m) Electric Service: means the distribution or transmission of electricity over Electric Facilities.

(n) Licensee: Comcast of Delmarva Inc.

(o) Licensee Facilities: any wire, cable, facility, or apparatus for the transmission writing, signs, signals, pictures, sounds, voice, or other forms of intelligence.

(p) Make-Ready Work: means all work, as reasonably determined by DED, required to accommodate the Licensee's Communications Facilities to ensure compliance with Applicable Standards. Such work includes, but is not limited to, replacement or construction of Poles or Conduits; rearrangement and/or transfer of DED Facilities or existing Attachments; and associated inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes).

(q) Overlash: means to place an additional wire or cable onto an existing wire or cable.

(r) Permit: means written or electronic authorization of DED for the Licensee to make or maintain Attachments to specific DED Poles or portions of Conduit pursuant to the requirements of this Agreement.

(s) Pole: means a pole owned by DED that is used for the distribution of electricity or Communications Service and is capable of supporting Attachments for Communications Facilities.

(t) Post-Construction Inspection: means an examination by DED or its contractor(s) to verify that Attachments have been made in accordance with Applicable Standards and the Licensee's Permit(s).

(u) Pre-Construction Survey: means all work or operations required by Applicable Standards and/or DED to determine the potential Make-Ready Work necessary to accommodate the Licensee's Communications Facilities on a Pole or within a portion of Conduit. Such work includes, but is not limited to, field inspection and administrative processing.

(v) DED Facilities: means all personal property and real property owned or controlled by DED, including Poles and Conduits.

(w) Reserved Capacity: means capacity or space on a Pole or within a portion of Conduit System that DED has identified and reserved for its own utility requirements, including internal communications capabilities, pursuant to a reasonable projected need.

(x) Substantial Construction or Modification: means construction activity on a Pole that will have an appreciable impact on loading and/or tension and does not include routine maintenance activities.

(y) Tag: means to place distinct markers on wires and cables, coded by color or other means specified by DED and/or applicable federal, state or local regulations that will readily identify its owner.

3. Scope of Agreement

(a) Grant of License. Subject to terms and conditions required or authorized by the applicable rules or regulations, DED shall grant any qualified applicant a revocable, nonexclusive license to attach Communications Facilities to DED's Poles or to place Communications Facilities within DED's Conduits.

(b) Right to use DED Facilities not granted by franchise. The rights of a person to apply for or use DED Facilities shall be governed by this License Agreement. The grant of a cable

franchise shall not be construed as a grant of attachment rights or authority to use DED Facilities without additional compliance by the franchisee with the provisions of this License Agreement(s).

(c) Permit Issuance Conditions. DED will issue a Permit to the Licensee only when DED determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s); (ii) the Licensee meets all requirements set forth in this Agreement, and (iii) such Permit complies with all Applicable Standards.

(d) Reserved Capacity. DED will grant access to Assigned Space on its Poles to Licensee with the understanding that certain Poles may be subject to reserve Capacity for future electric service use. At the time of permit issuance DED may notify the Licensee that capacity on particular poles is being reserved for future electric use within the next five years pursuant to a bona fide development plan. For Attachments made with notice of such a bona fide plan, on giving Licensee at least one hundred and twenty (120) calendar days prior notice, DED may reclaim such reserved Capacity at anytime during the five year period following the installation of Licensee's Attachment if required for DED's future electric service use, including the attachment of communications lines for internal DED operational or governmental communications requirements. DED shall give a Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Section 4, f.

(e) No Interest in Property. No use, however lengthy, of any DED Facilities, and no payment of any fees or charges required under this Agreement shall create or vest in a Licensee any easement or other ownership or property right of any nature in any portion of such DED Facilities. Neither the License Agreement nor any Permit granted to the Licensee shall constitute an assignment of any of DED's rights to the DED Facilities. Notwithstanding anything in this Agreement to the contrary, a Licensee shall, at all times, be and remain a licensee only.

(f) Licensee's Right to Attach. Nothing in this Agreement, other than a Permit issued pursuant to Section 7, shall be construed as granting the Licensee a right to attach its Communications Facilities or Electric Facilities to any specific Pole or any portion of Conduit. DED shall not be required to grant a Permit to the Licensee unless and until the Licensee meets all applicable terms and conditions for the receipt of the Permit.

(g) DED's Rights over Poles. This Agreement does not in any way limit DED's right to locate, operate and maintain its Poles and Conduits in the manner that will best enable it to fulfill its service requirements.

(h) Expansion of Capacity. DED will take reasonable steps to expand Pole or Conduit Capacity when necessary to accommodate the Licensee's request for Attachment. Notwithstanding the foregoing, nothing in this Agreement shall be construed to require DED to install, retain, extend, or maintain any Pole or portion of Conduit for Licensee's use when DED does not need such Pole or Conduit for its own service requirements.

(i) Prior Agreements. Except as provided in this Agreement, nothing herein shall limit, restrict, or prohibit DED from fulfilling any agreement or arrangement regarding Poles or Conduit into which DED has previously entered.

(j) Permitted Uses. This Agreement shall be limited to the uses specifically stated in this Agreement and no other use shall be allowed without DED's express written consent to such use. Nothing in this Agreement shall be construed to require DED to allow the Licensee to use DED's Facilities after the termination of this applicable Agreement.

(k) Overlashing. The following provisions will apply to Overlashing:

i. Overlashing is subject to the permitting requirements of Section 7. Absent such authorization, Overlashing constitutes an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A, Item 3.

ii. Overlashing performed by or behalf of the Licensee or its Affiliate shall not increase the Annual Attachment Fee paid by the Licensee pursuant to Appendix A, Item 1. Licensee or its Affiliate, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlashing but shall not be required to pay a separate Annual Attachment Fee for such Overlashed Attachment.

iii. If Overlashing is required to accommodate facilities of a third party that is not affiliated with Attaching Utility, such third party must enter into a License Agreement with DED and obtain Permits and must pay a separate Attachment Fee (Appendix A, Item 1), as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. No such Permits to third parties shall be granted by DED allowing Overlashing of Licensee's Attachments unless Licensee has consented in writing to such Overlashing. Overlashing shall not increase the fees and charges paid by Licensee pursuant to Appendix A, Item 1. Nothing in this Agreement shall prevent the Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by the Licensee.

iv. Make-Ready Work procedures set forth in Section 4, f shall apply, as necessary, to all Overlashing.

4. Fees and Charges

(a) Payment of Fees and Charges. Licensee shall pay to DED the fees and charges specified in Appendix A and shall comply with the terms and conditions specified therein.

(b) Payment Period. Fees shall be calculated and payable on a pro rata basis for the potion of the year during which an Attaching Entity holds a Permit for such Attachment.

(c) Billing. DED shall invoice Licensee for the payments annually. DED will submit to the Licensee an invoice for the annual rental period no later than July 1, of each year. The initial annual rental period shall commence upon the execution of the Agreement and conclude on June 30 of the next year, and each subsequent annual rental period shall commence on the following July 1 and conclude on June 30 of the subsequent year. The invoice shall set forth the total number of DED's Poles and/or linear feet of Conduit for

which the Licensee was issued and/or holds a Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits. Licensee shall pay each such invoice within thirty (30) calendar days after DED's issuance thereof.

(d) Refunds. No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted pursuant to the License Agreement.

(e) Late Charge. If the DED does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, the Licensee shall pay interest to DED, at the rate of one and one-half percent (1 1/2%) per month, on the amount due.

(f) Payment for Make-Ready Work. Licensee will be responsible for payment to DED for all Make-Ready Work required to accommodate Attachments (including Overlashes) by Licensee or an Affiliate. Each third party shall be responsible for payment to DED for all Make-Ready Work required to accommodate its Overlashes.

(g) Advance Payment. At the discretion of DED, the Licensee may be required to pay in advance all reasonable costs, including but not limited to administrative, construction, inspections and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Attachments pursuant to the procedures set forth below.

(h) Determination of Charges. Wherever this License Agreement requires the Licensee to pay for work done or contracted by DED, the charge for such work shall include all reasonable material, labor, engineering, administrative and overhead costs that are not otherwise recovered in the annual attachment fee. DED's invoices shall be based upon actual costs, and such costs will be determined in accordance with DED's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed and materials used and cost of materials.

(i) Inventory. Upon enactment of this Agreement, DED shall provide an inventory of the poles to Licensee. DED will provide this inventory list within fifteen (15) calendar days to the Licensee, the Licensee shall respond with any discrepancies to DED within sixty (60) calendar days and these will be mutually resolved within fifteen (15) days. A failure of the Licensee to respond within the sixty (60) days or resolve the discrepancy within fifteen days shall constitute acceptance of the DED inventory. For any disputed attachments, the Licensee shall provide definitive proof that they are not attaching to the DED facilities, for example pictures or other video media.

A joint inventory of all Attachments shall be made no less than once every five (5) years nor earlier than every four (4) years by DED and Licensee, unless both parties agree to a new inventory schedule. The cost of the inventory shall be shared pro rata between DED and the Licensee, and any other applicable Licensee(s), based on the number of attachments (not including overlash) subject to the inventory and to the terms of any DED agreement with said Licensees. The cost of the inventory shall be shared by all attaching parties, based upon the gross number of pole attachments as discovered at the end of the inventory. DED is assumed to have one attachment per pole. For example, the Electric Utility has 100 poles, Cable Company has 50 attachments, Telephone Company has 25 attachments – this is a total of 175 attachments – the cost of the inventory would be divided by 175 then multiplied by 100 for the Electric Utility, 50 for

the Cable Company and 25 for the Telephone Company. At the expiration of five (5) years from the completion of any inventory, Licensee or DED may request an inventory of attachments, in writing, at least six months prior to the end of the calendar year preceding the year the inventory is to commence. Licensee will be required to provide documentation indicating the year of attachment for any of Licensee's Attachments on DED's Poles not recorded at the time of the previous inventory.

(j) Work Performed by DED. Wherever this Agreement requires DED to perform any work, Licensee acknowledges and agrees that DED, at its sole discretion, may utilize its own qualified employees or DED contractors.

(k) "True Up". Wherever the actual cost of DED's activity exceeds the advance payment of estimated expenses, Licensee agrees to pay DED for the difference in cost when that amount exceeds fifty dollars ($50.00). To the extent that the actual cost of the activity is less than the estimated cost, DED shall refund to Licensee the difference in cost where that amount exceeds fifty dollars ($50.00).

(l) Default for Nonpayment. Nonpayment of any undisputed amount due under this License Agreement beyond ninety (90) days shall constitute a default of this License Agreement.

5. Specifications

(a) Installation/Maintenance of Facilities. All of the Licensee's Attachments must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Attachments. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair.

(b) Tagging. Licensee shall Tag all of its Communications Facilities as specified in by DED and/or applicable federal, state and local regulations upon installation of such Facilities. Failure to provide proper tagging will be considered a violation of the Specifications of this Agreement.

(c) Interference. Licensee shall not allow its Communications Facilities to impair the ability of DED or any third party to use DED's Facilities, nor shall Licensee allow its Attachments to interfere with the operation of any DED Facilities.

(d) Protective Equipment. Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall at its own expense install protective devices designed to handle the voltage and current impressed on its Attachments in the event of a contact with Electric Facilities.

(e) Violation of Specifications. If Licensee's Communications Facilities or Electric Facilities, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from DED, DED at its option, may correct said conditions. Where the violation is not reasonably capable of being cured within 30 days, the parties shall in good faith negotiate for a longer period as needed, provided that Licensee has commenced repairs within 30 days DED will attempt to notify Licensee in writing prior to performing such work whenever practicable. When DED believes, however, that such violation(s) pose an immediate threat to the safety of

any person or property, will interfere with the performance of DED's service obligations, or will pose an immediate threat to the physical integrity of DED Facilities, DED may perform such work and/or take such action as it deems necessary without first giving written notice to the Licensee. As soon as practicable thereafter, DED will advise the Licensee of the work performed or the action taken. The Licensee shall be responsible for all actual and reasonable costs incurred by the DED in taking action pursuant to this subsection.

(f) Restoration of DED Service. DED's service restoration requirements shall take precedence over any and all work operations of the Licensee on DED's Poles or within its Conduits.

(g) Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension thereof, which shall not be unreasonably denied, DED may use the space scheduled for the Licensee's Attachment(s), for its own needs and/or other Attaching Entities. In such instances, DED shall endeavor to make other space available to Licensee, upon written application, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. For purposes of this paragraph, any right shall not be deemed effective until any necessary make ready work is performed.

6. Private and Regulatory Compliance

(a) Necessary Authorizations. DED grants Licensees a nondiscriminatory access to Poles, Conduits and associated public and private rights of way where DED has the right to authorize the occupancy of Licensee's facilities. Before making any Attachments to DED's Poles or Conduits, the Licensee must obtain all necessary authorizations from federal, state, and local authorities and all required easements or other permissions from owners of affected private property. DED retains the right to require evidence that Licensee has obtained all such consents. Licensee shall defend, indemnify and reimburse DED for all loss and expense, including reasonable attorneys' fees, that DED may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to place its Attachments on or within DED's Facilities.

(b) Lawful Purpose and Use. Licensee's Attachments must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state and local laws.

(c) DED's Rights. No Permit granted pursuant to this Agreement shall extend to any DED Facilities on which the Attachment of Licensee's Communications Facilities would result in impairment or forfeiture of DED's rights. Any Permit that would result in impairment or forfeiture of DED's rights is void. If any of Licensee's Attachments, whether or not installed pursuant to this Agreement or Permit, would cause such impairment or forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from DED. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated under this Agreement provided that the Licensee shall indemnify DED for any actual damages that may result during Licensee's challenge. Should Licensee fail to remove its Attachments within thirty (30)

calendar days of receiving written notice from DED, DED shall have the right to perform such removal at the Licensee's expense.

(d) Effect of Consent to Construction/Maintenance. DED's consent to the Licensee's construction or maintenance of specified Attachments shall not be deemed consent to the Licensee's construction or maintenance of any other Attachments. It is the Licensee's responsibility to obtain all necessary approvals for each Attachment from all appropriate parties or agencies.

7. Permitting

(a) Permit Required. Licensee shall not install any new Attachments, Overlash existing Attachments or perform Substantial Construction or Modification on any Pole without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B or D whichever applies. No Permit shall be required for prior existing authorized Attachments, Overlashing or Service Drops. No Permit shall be required for routine maintenance or installing Service Drops from existing Poles. Attachments to or rights to occupy DED Facilities not covered by this Agreement must be separately negotiated.

(b) Permits for Overlashing. As prescribed in Section 3, k, Permits are required for any Overlashing allowed under this License Agreement and the Licensee or third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.

(c) Emergency Overlashing. The requirements of this Agreement not withstanding, a licensee may overlash without a permit when an emergency or urgent business matter exists. In such situations, the licensee shall submit an application for a permit within ten business days of the initial start date of such overlashing.

(d) DED Review of Permit Application. Upon receipt of a properly executed Application for Permit (Appendix C), including the Pre-Permit Survey, DED will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. DED's acceptance of the submitted design documents does not relieve the Licensee of full responsibility for any errors and/or omissions in the engineering analysis.

(i) Review Period. DED shall review and respond to "Minor" Permit Applications – less then ten (10) Attachments/Poles – within thirty (30) days of receipt. DED shall review and respond to "Major" Permit Applications – ten (10) or more Attachments/Poles – within forty-five (45) days of receipt.

(ii) Expedited Review. In instances where the Licensee notifies DED of an immediate need to make new Attachments, Overlash existing Attachments or perform Substantial Construction or Modification on a Pole, and provides information as to the need for an expedited review process, DED shall make its best reasonable efforts to review and respond to Permit Applications within fifteen (15) days of receipt. DED reserves the rights to charge the Licensee for any overtime or other applicable costs that it incurs in meeting a request for an expedited review.

(e) Performance of Make-Ready Work. If Make-Ready Work is required to accommodate Licensee's Attachments, DED or its contractors shall perform such work pursuant to Section 8.

(f) Permit as Authorization to Attach. After receipt of payment for any necessary Make-Ready Work, DED will sign and return the Permit application, which shall serve as authorization for the Licensee to make its Attachment(s).

8. Make-Ready Work

(a) Estimate for Make-Ready Work. In the event DED determines that it can not accommodate a request for Attachment(s), including Overlashing of an existing Attachment, it will, upon request, advise the Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.

(b) Payment of Make-Ready Work. Unless otherwise agreed, DED may require payment in advance for all Make-Ready Work based upon the estimated cost of such work if the estimate exceeds $1,000.00. Upon completion, Licensee shall pay DED's actual cost of Make-Ready Work. The costs of which shall be itemized.

(c) Who May Perform Make-Ready Work. Make-Ready Work shall be performed only by DED and/or a contractor authorized by DED to perform such work. If DED cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within seventy-five (75) calendar days of Licensee's request for Attachments, Licensee may notify DED in writing of its intent to employ a qualified contractor to perform such work, and shall specify when such work shall be performed. In all instances all "qualified contractors" must be pre-approved by DED for such work on an annual basis.

(d) Scheduling Make-Ready Work. In performing all Make-Ready Work, DED will endeavor to include such work in its normal work schedule. If an Licensee requests that the Make-Ready Work be performed on a priority basis or outside of DED's normal work hours, the Licensee shall pay any resulting increased costs. Nothing herein shall be construed to require DED to perform such Make-Ready Work before other scheduled or emergency work..

(e) Written Approval of Installation Plans Required. Before commencing any installation of its Communications Facilities on DED's Poles, including Overlashing of existing Attachments, Licensee shall provide a copy of Licensee's plans for installation, which shall accompany the Permit application, including the name of the party (Licensee and/or contractor) performing such work and the approximate date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of this Agreement.

(f) Licensee's Installation/Removal/Maintenance Work.

1. Licensee shall perform all installation, removal, and maintenance work at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of DED's Poles or Facilities or any other Attaching Entity's facilities or equipment attached thereto.

2. All of Licensee's installation, removal, and maintenance work performed on DED's Poles or near or in other DED Facilities, either by its employees or contractors, shall comply with all applicable regulations specified in this Agreement. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards.

9. Transfers

(a) Required Transfers of Licensee's Communications Facilities. If DED reasonably determines that a transfer of Licensee's Communications Facilities is necessary, Licensee agrees to make such transfer. License shall transfer its facilities within thirty (30) days of notice from DED. If Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice from DED, DED shall have the right to transfer Licensee's Facilities using its personnel and/or contractors at Licensee's expense. DED shall not be liable for damage to Licensee's Facilities except to the extent provided in Section 17, Paragraph a.

(b) Billing for Transfers Performed by DED. If DED performs the transfer(s), DED will bill Licensee for actual costs per Section 4. Licensee shall reimburse DED within thirty (30) calendar days of the receipt of the invoice.

10. Modifications or Replacements

(a) Licensee's Action Requiring Modification/Replacement. If any Pole or Conduit to which Licensee desires to make Attachment(s) is unable to support or accommodate the requested Attachment(s) in accordance with Applicable Specifications, DED will notify the Licensee whether, and if so, at what cost, DED's Poles or Conduits can be modified or replaced to accommodate the additional Attachment(s). If Licensee elects to go forward with such modifications or replacements, it shall pay to DED the actual cost of the Make-Ready Work performed by DED. DED may, at its discretion, require advance payment. Licensee shall also be responsible for obtaining and furnishing to DED before the commencement of any Make-Ready Work, agreements between the Licensee and the other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments and the costs involved.

(b) Treatment of Multiple Requests. If DED receives Permit applications for the same Pole or Conduit from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification or replacement of the Pole or Conduit, DED will allocate among such persons or entities the applicable costs associated with such modification or replacement.

(c) Guying. The use of guying to accommodate Licensee's Attachments shall be provided by and at the expense of the Licensee and to the satisfaction of DED as specified in this License Agreement. Licensee shall not attach its guy wires to DED's anchors without prior written permission of the DED. If permission is granted, charges may apply.

(d) Allocation of Costs. The costs for any rearrangement or transfer of the Licensee's Attachments or the modification or replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of DED's cables or wires) or

Conduit shall be allocated to DED and/or the Licensee and/or other Attaching Entities on the following basis:

(1) If DED intends to modify or replace a Pole or Conduit solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole or Conduit. The Licensee, however, shall be responsible for all costs associated with the rearrangement or transfer of Licensee's Attachments. Prior to making any such modification or replacement DED shall provide the Licensee written notification of its intent in order to allow the Licensee a reasonable opportunity to elect to modify or add to its existing Attachment(s). Should the Licensee so elect, it must seek DED's written permission. The notification requirement of this subparagraph d. shall not apply to routine maintenance or emergency situations. If Licensee elects to add to or modify its Attachments, the Licensee shall bear the total incremental costs incurred by DED in making the space on the Poles or Conduits accessible to the Licensee.

(2) If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than DED or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring the Licensee's Attachments. Licensee shall cooperate with such third party Attaching Entity to determine the costs of moving the Licensee's facilities.

(3) If a Pole or Conduit must be modified or replaced for other reasons unrelated to the use of the Pole or Conduit by any Attaching Entities (e.g., storm, accident, deterioration), DED shall pay the costs of such modification or replacement; provided however, that the Licensee shall be responsible for the costs of rearranging or transferring its own Attachments.

(e) Nondiscrimination. No provision of this Agreement shall be construed to require DED to relocate its Attachments or modify/replace its Poles or Conduits for the benefit of Licensee; *provided, however*, any denial by DED shall be based on nondiscriminatory standards of general applicability.

11. Abandonment or Removal of DED Facilities

(a) Notice of Abandonment or Removal of DED Facilities. If DED desires at any time to abandon or remove any of its Poles or other Facilities to which the Licensee's Facilities are attached, it shall give the Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Facilities. Notice may be limited to thirty (30) calendar days if DED is required to remove or abandon its Facilities as the result of the action of a third party and a greater notice period is not practical. Such notice shall indicate whether DED is offering the Licensee Utility an option to purchase the Pole(s). If, following the expiration of said period, Licensee has not yet removed and/or transferred all of its Facilities and has not entered into an agreement to purchase DED's Poles or other Facilities pursuant to Paragraph B of this Section 11, DED shall have the right, subject to any applicable laws and regulations, to have the Licensee's Facilities removed and/or transferred from the Pole at the

Licensee's expense. DED shall give Licensee sixty (60) days prior written notice of any such removal or transfer of Licensee's Facilities.

(b) Option to Purchase Abandoned Poles. Should DED desire to abandon any Pole, DED, in its sole discretion, may grant a Licensee the option of purchasing such Pole at a rate equal to the depreciated value of said pole. The depreciation life of a Pole is 30 years. If a Pole that is to be purchased is older than 30 years, then the rate to be charged is set at $50 per pole. Licensee must notify DED in writing within thirty (30) calendar days of the date of DED's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within sixty (60) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should DED and Licensee fail to enter into an agreement for Licensee to purchase the Pole prior to the end of the sixty (60) calendar days, Licensee must remove its Attachments as required under Paragraph a of this Section.

12. Removal of Licensee's Attachments

Removal on Termination. At the termination of an Agreement, Licensee shall remove its Attachments from the affected DED Facilities at its own expense. If Licensee fails to remove such Attachments within one hundred and eighty (180) calendar days of termination or some greater period approved by DED, DED shall have the right to remove or cause such facilities to be removed at the Licensee's expense.

13. Termination of Permit

(a) Automatic Termination of Permit. Any Permit issued pursuant to this License Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Poles or Conduits covered by the Permit. Notwithstanding the forgoing, Licensee shall have the right to contest any such expiration or denial of authority before any of its rights are terminated under this Agreement provided that the Licensee shall indemnify DED for any actual damages that may result during Licensee's challenge.

(b) Surrender of Permit. Licensee may at any time surrender a Permit and remove its Attachments. Before commencing any such removal, the Licensee must provide DED with written notice of Licensee's plans for removal; including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of this Agreement. No refund of any fees or costs will be made upon removal. If Licensee surrenders a Permit but fails to remove its Attachments from DED's Facilities within thirty (30) calendar days after the surrender, DED shall have the right to cause removal of Licensee's Attachments at Licensee's expense.

14. Inspection of Licensee's Facilities

(a) Inspection. DED shall have the right at any time to make periodic inspections of Licensee's Facilities, utilizing its employees and/or contractors at the sole expense of DED, unless prior agreement has been reached between DED, and Licensee.

(b) Notice. DED shall give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.

(c) Duty of Full Compliance. Licensee shall to bring its Attachments into full compliance with this Agreement within thirty (30) calendar days of receipt of written notice in the event that any inspection results in a finding by DED that the Licensee is not in compliance with this Agreement. Licensee shall be responsible for the costs of bringing Attachments into compliance unless it can demonstrate that the non-compliance is the result of DED or a third-party attaching entity and not the result of the Licensee's actions.

(d) No Liability. The making of any inspections under this Section 14, or the failure to do so, shall not impose upon DED any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.

15. Unauthorized Occupancy or Access

(a) Penalty Fee. If any Attachments are found occupying DED Facilities for which no Permit has been issued (unless specifically exempted under Section 7) and such unauthorized attachment occurred after the effective date of this Agreement, DED, without prejudice to any other rights it may have, may assess an Unauthorized Access Penalty Fee as specified in Appendix A. In the event Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification thereof, DED has the right to remove such Attachments at Licensee's expense, unless such fee is disputed in good faith.

(b) Service Drop Exclusion. Service Drops on DED's poles will not be considered Unauthorized Attachments when discovered.

(c) No Ratification of Unlicensed Use. No act or failure to act by DED with regard to any unlicensed use shall be deemed to be a ratification of the unlicensed use. If a Permit should subsequently be issued, such Permit shall not, unless it expressly states otherwise, operate retroactively or constitute a waiver of any of DED's rights or privileges.

16. Advance Payment

At its sole discretion, DED shall have the right to demand that the Licensee make an Advance Payment for each Attachment in the amount of the Annual Attachment Fee as specified in Appendix A, plus any estimated Make-Ready Work expenses.

17. Liability and Indemnification

(a) Liability. DED reserves to itself the right to maintain and operate its Facilities in such manner as will best enable it to fulfill its service requirements. Licensee's use of DED's Facilities is at the Licensee's sole risk. Notwithstanding the foregoing, DED shall exercise reasonable precaution to avoid damaging the Communications Facilities or Electric Facilities of Licensee and shall report to Licensee any such damage caused by DED's employees, agents or contractors. DED shall reimburse Licensee for all

reasonable costs incurred by Licensee for the physical repair of facilities damaged by the gross negligence or willful misconduct of DED; *provided, however*, that the aggregate liability of DED to Licensee in any fiscal year, for any fines, penalties, claims or damages (including special, indirect, punitive, or consequential damages) stemming from interruption of Licensee's service or from DED's interference with the operation of Licensee's Communications Facilities or Electric Facilities, shall not exceed the total Annual Attachment Fee paid by the Licensee to DED for that year, as calculated based on the number of Attachments under Permit at the time of the damage.

(b) Indemnification. Licensee (including but not limited to its agents, contractors and subcontractors) shall defend, indemnify and hold DED (including but not limited to its officials, officers, board members, council members, commissioners, representatives, employees, agents, contractors and subcontractors) harmless from any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by DED under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including DED's reasonable attorney fees and other expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence or misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by the Licensee, or by Licensee's officers, directors, employees, agents, and contractors, of Licensee's Communications Facilities or Electric Facilities, except to the extent that DED's gross negligence or willful misconduct gave rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

(1) Infringement of intellectual property, libel and slander, trespass, and unauthorized use of television or radio broadcast programs and other program material;

(2) Cost of work performed by DED that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents, or contractors, to install, maintain, present, use, transfer or remove Licensee's Attachments in accordance with the requirements and specifications of this License Agreement, or from any other work this License Agreement authorizes DED to perform on Licensee's behalf;

(3) Damage to property, injury, or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, and contractors, pursuant to this Agreement;

(4) Liabilities incurred as a result of a violation by a Licensee or its officers, directors, employees, agents, contractors and subcontractors, of any law, rule, or regulation of the United States, State of Dover or any other governmental entity or administrative agency.

(c) Procedure for Indemnification.

(1) DED shall promptly give Licensee notice of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against DED,

DED shall endeavor to give notice to Licensee no later than ten (10) calendar days after DED receives written notice of the action, suit or proceeding.

(2) DED's failure to give the required notice within ten (10) calendar days shall not relieve the Licensee of its obligation to indemnify DED unless the Licensee is materially prejudiced by such failure.

(3) Licensee shall have the right at any time, by notice to DED, to participate in or assume control of the defense of the claim. The Licensee may utilize counsel of its choice subject to DED's approval, which DED shall not unreasonably withhold. DED shall cooperate fully with the Licensee. If the Licensee assumes control of the defense of any third-party claim, DED shall have the right to participate in the defense at its own expense. If the Licensee does not assume control or otherwise participate in the defense of a third-party claim, it shall be bound by the results obtained by DED.

(4) If Licensee assumes the defense of a third-party claim as described above, DED shall not assume liability for or settle, compromise or discharge any third-party claim without the Licensee's prior written consent, and DED will agree to any settlement, compromise or discharge of any third-party claim recommended by the Licensee that releases the DED completely from such claim and does not establish a precedent that may adversely affect DED in the future.

(d) Environmental Hazards. As a condition to the Licensee's use of DED's Facilities, the Licensee shall represent or warrant, or be deemed to have represented and warranted, that it will comply with all federal, state and local environmental laws in its use of DED's Facilities and that it will not generate, store, dispose of, or transport hazardous substances on or about DED's Facilities. The term "hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic by any federal, state, or local law, regulation or rule now or hereafter in effect including any amendments. Licensee further shall represent and warrant, or be deemed to have represented or warranted, that in the event of breakage, leakage, incineration or other release, its Communications Facilities or Electric Facilities will not contribute to the dissemination or hazardous or toxic materials. Licensee (including but not limited to its agents, contractors and subcontractors) shall defend, indemnify and hold DED (including but not limited to its officials, officers, board members, council members, commissioners, representatives, employees, agents, contractors and subcontractors) harmless from any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by DED under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including DED's reasonable attorney fees and other expenses of litigation) arising from or due to the release, storage or discovery of any such hazardous or toxic materials on, under or adjacent to DED's Facilities attributable to the Licensee's Facilities.

(e) Hazardous Poles or Conduits. Should DED's Poles or Conduits be declared hazardous, then DED, Licensee and all Attaching Entities shall share in the cost of disposal of said Poles based on their proportionate use of the Poles or Conduits. For Attaching Entities such percentage shall be derived from the sum of Assigned Space occupied by each Attaching Entity plus its share of the Common Space. For DED, such percentage shall be equal to the space above the NESC 40 inch safety space plus its share of the Common

Space. However, if the DED Joint Use Agreement with the local Telephone Company does not include this clause this paragraph shall be null and void.

If a hazardous condition is caused by particular parties, all resulting costs shall be borne solely by such parties.

(f) Municipal Liability Limits. No provision of this Agreement is intended, nor shall it be construed, to waive applicable State immunity or limits on the City of Dover's or DED's liability.

18. Duties, Responsibilities and Exculpation

(a) Duty to Inspect. Prior to making Attachment to any DED Facilities, Licensee shall agree, or be deemed to have agreed, that DED does not warrant the condition or safety of DED's Facilities, or the premises or property surrounding the Facilities. Licensee shall further agree, or be deemed to have agreed, that it has an obligation to inspect DED's Facilities and the premises surrounding the Facilities prior to commencing any work on DED's Facilities or entering the premises surrounding the Facilities.

(b) Knowledge of Work Conditions. Licensee shall warrant that it has acquainted, or will fully acquaint, itself and its employees, agents, contractors and subcontractors, with the conditions relating to the work that Licensee or they will undertake under this License Agreement and that it and they fully understand, or will acquaint themselves, with the facilities, difficulties, and restrictions attending the execution of such work.

(c) DISCLAIMER. BY MAKING ITS FACILITIES AVAILABLE FOR ATTACHMENTS, DED MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO DED'S POLES OR CONDUITS, AND DED MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES. DED FURTHER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

(d) Duty to Conduct Competent Supervision and Performance. By executing this License Agreement, Licensee acknowledges, or is deemed to have acknowledged, that in performing its work, the Licensee and its agents, servants, employees, contractors and subcontractors will work near electrically energized lines, transformers, or other DED Facilities, and that the parties intend that energy therein will not be interrupted during such work, except in an emergency endangering life, grave personal injury, or property. Licensee shall ensure that its employees, servants, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of DED, and the general public, from harm or injury while performing work permitted pursuant to this Agreements. Licensee shall furnish its employees, servants, agents, contractors and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee shall agree that in emergency situations in which it may be necessary to de-energize any part of DED's equipment, the Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work will be conducted unless and until the equipment is made safe.

(c) Requests to De-energize. In the event that DED de-energizes any equipment or line at the Licensee's request or for its benefit and convenience, the Licensee shall reimburse DED for all its resulting costs and expenses. Before DED de-energizes any equipment or line, it shall provide, upon Licensee's request, an estimate of all costs and expenses to be incurred in accommodating the Licensee's request.

(f) Interruption of Service. In the event that the Licensee causes an interruption of service by damaging or interfering with any equipment of DED, the Licensee at its expense shall immediately do all things reasonable to avoid any resulting injury or damages, direct and incidental, and shall immediately notify DED.

(g) Duty to Inform. As a condition to obtaining this License Agreement, Licensee shall warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on and around DED's Facilities by the Licensee's employees, servants, agents, contractors or subcontractors, and that Licensee accepts as the duty and sole responsibility to inform its employees, servants, agents, contractors or subcontractors of such dangers and to keep them informed regarding same.

19. Insurance and Bonding

Licensee shall maintain reasonable bonds and insurance throughout the term of its License Agreement in amounts sufficient to ensure Licensee's obligations under the License Agreement and in a manner as set forth in its License Agreement.

20. Assignment

(a) Limitations on Assignment. Licensee may not assign its rights or obligations under this License Agreement without the prior written consent of DED, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign or transfer its interest in this License Agreement to an Affiliate of the Licensee without DED's consent, provided that the Licensee furnishes to DED a guarantee that DED, in its sole discretion, finds acceptable.

(b) Obligations of Assignee/Transferee and Licensee. No assignment or transfer of this License Agreement shall be allowed until the assignee or transferee becomes a signatory to the License Agreement and assumes all obligations of the Licensee arising under this License Agreement.

(c) Sub-licensing. Without DED's prior written consent, the Licensee shall not sub-license space on DED's Facilities or allow a third party to make direct attachments to DED's Facilities or Overlash the Licensee's Facilities. The use of Licensee's Facilities by third parties (including but not limited to leases of fiber within Licensee's sheaths or Conduits) that involves no additional Attachment or Overlashing is not subject to the prohibitions of this paragraph (c).

21. Termination of Agreement

(a) DED shall have the right, pursuant to the procedure set forth in paragraph 21(b) below, to terminate this License Agreement, or any Permit issued there under, whenever a

Licensee is in default of any material term or condition of this License Agreement, including but not limited to the following circumstances:

(1) Construction, operation or maintenance of Licensee's Communications Facilities or Electric Facilities in violation of law or in aid of any unlawful act or undertaking; or

(2) Construction, operation or maintenance of Licensee's Communications Facilities in violation of any other agreement with DED; or

(3) Construction, operation or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has been lawfully denied or revoked by any governmental authority or private person; or

(4) Construction, operation or maintenance of Licensee's Communications Facilities without the insurance coverage required under the Agreement.

(b) Upon receiving a written notice of default, Licensee shall correct the default within thirty (30) calendar days or such longer period as DED in its sole discretion may grant in writing. When the default is corrected, the Licensee shall confirm this in writing to DED. If the Licensee fails to discontinue or correct a default within the prescribed period or fails to give the required confirmation, DED may immediately terminate this License Agreement, any Permit(s) issued under it, or both.

22. Term of Agreement

A. This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years. Either party may terminate this Agreement at the end of the initial five (5) year term by giving to the other party written notice of an intention to terminate this Agreement at least ninety (90) calendar days prior to the end of the term. If no such notice is given, this Agreement shall automatically be extended for an additional five (5) year term. Either party may terminate this Agreement at the end of the second five (5) year term by giving to the other party written notice of an intention to terminate this Agreement at least ninety (90) calendar days prior to the end of the second term. Upon failure to give such notice, this Agreement shall automatically continue in force until terminated by either party after ninety (90) calendar days written notice.

B. Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to License's Communications Facilities as provided for in Section 17, Liability and Indemnification.

23. Incorporation of Recitals and Appendices

The Recitals stated above and all appendices to the Agreement are incorporated into and constitute part of this Agreement.

# # # # # #

City of Dover Public Utilities Department

STATE OF DELAWARE

: ss

County of _____)

I, the undersigned, a Notary Public in and for the State of Delaware, hereby certify that on the _____day of _____, 20____, personally appeared before me [NAME]_____, [TITLE] _____to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

_____

Notary Public in and for the State of Delaware, residing at

_____,

Comcast of Delmarva Inc.

STATE OF _____)

: ss

County of _____)

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that on the _____ day of _____, 2_____, personally appeared before me [NAME] _____ _____, [TITLE] _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

_____

Notary Public in and for the
State of _____, residing at
_____, _____.