

**LICENSING AGREEMENT FOR
WIRELESS ATTACHMENTS TO
DISTRIBUTION POLES**

BETWEEN

ENTERGY _____

AND

**LICENSING AGREEMENT FOR
WIRELESS EQUIPMENT ATTACHMENTS TO
DISTRIBUTION POLES**

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EXHIBIT B	FEES, CHARGES, AND RENTS
EXHIBIT C	ATTACHMENT STANDARDS

**LICENSING AGREEMENT FOR
WIRELESS ATTACHMENTS TO
DISTRIBUTION POLES**

THIS WIRELESS POLE ATTACHMENT LICENSING AGREEMENT (the “Agreement”) is made as of this ____ day of _____, _____, by and between Entergy _____, Inc. (“Licensor”), and _____ a _____ organized and existing under the laws of the state of _____ (“Licensee”).

RECITALS

WHEREAS, Licensee proposes to install facilities (“Licensee’s Attachments”) to provide telecommunications services, as defined herein, and other lawful communications services, via wireless attachments in and limited to such allocated area, as defined in the attached Exhibit A “APPLICATION FOR POLE OCCUPANCY LICENSE (WIRELESS)”, (space here reserved for general location description i.e. County, Town, City) of the State of Mississippi as specified in its Pole Occupancy Licenses, and

WHEREAS, Licensee desires to install and maintain such Attachments and associated equipment on Licensor’s Poles in connection therewith, and

WHEREAS, subject in all instances to considerations of Licensor’s service requirements including, without limitation, considerations of capacity, safety, reliability, generally applicable engineering purposes, and/or other permissible considerations, Licensor is willing, when it may lawfully do so, to permit Licensee or its qualified contractor to install Licensee’s Attachments and associated equipment on Licensor’s Poles,

WHEREAS, Licensor shall have the absolute right to refuse to issue any Pole Occupancy License hereunder whenever Licensor determines that the issuance of such license is not possible because of insufficient capacity or for reasons of safety, reliability, generally applicable engineering purposes, repeated contract breaches or misconduct on behalf of Licensee, or any other permissible reason, and

WHEREAS, Licensee acknowledges that this agreement was freely negotiated between Licensee and Licensor, and Licensee agrees that it has fully evaluated this agreement and received valuable concessions for the terms herein,

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions herein contained, the receipt and adequacy of which is hereby acknowledged, the parties do hereby mutually covenant and agree as follows:

1. DEFINITIONS

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

1.1 Attachment Standards means the standards and requirements applicable to attachment of Licensee's Attachments to Licensor's Facilities, as further described in Exhibit C hereto.

1.2 Distribution System means Licensor's electric supply lines and support structures operated below 69,000 volts phase to phase.

1.3 Licensee's Affiliates means an entity owned or controlled by or under common control with Licensee.

1.4 Licensor's Affiliates means (a) Entergy Corporation, (b) any corporation, company, partnership or other entity in the United States in which Entergy Corporation now or hereafter owns or controls, directly or indirectly, more than fifty percent (50%) of the ownership interesting having the right to vote or appoint its directors or their functional equivalents ("Affiliated Company"), (c) any joint venture in which Entergy Corporation or an Affiliated Company owns fifty percent (50%) or more of the ownership interest, and (d) any successor in interest to (a) through (c) above.

1.5 Licensee's Attachments means all wireless facilities and associated equipment used to deliver Licensee's Telecommunications Services, including, but not limited to, radio transmitting and receiving antennas, all related cables, wires, and associated hardware and equipment necessary to the attachment of said equipment owned and/or utilized by the Licensee that occupy Licensor's Poles.

1.6 Licensor's Facilities means all personal movable property and real immovable property owned or controlled by Licensor.

1.7 Licensor's Representatives means its officers, directors, control persons, employees, agents, representatives and insurers, Licensor's contractors and those same individuals of Licensor's Affiliates and contractors.

1.8 Loss means losses, damages, including consequential, incidental and punitive damages, claims, liabilities, costs and expenses (including without limitation, demands, fines, forfeitures, remediation costs, penalties, attorneys' fees, court costs, legal, accounting, consulting, engineering and other expenses).

1.9 Make-Ready Work means all work, as reasonably determined by Licensor, including, but not limited to, rearrangement and/or transfer of existing

facilities required to accommodate the Licensee's Attachments on a Pole and to meet the National Electrical Safety Code ("NESC"), or other reasonable requirements of Licensor, including, but not limited to, Licensor's assessment of safety, reliability, engineering or other permissible needs of Licensor. Such work includes, but is not limited to, inspections, surveys, engineering, permits and construction.

1.10 Pole means a pole that is owned by Licensor and is either a Distribution System pole for the distribution of electricity or Street Light pole.

1.11 Post-license Survey means all work operations required by the appropriate codes and practices, including field inspection and administrative processing, to determine whether the installation of Attachments complies with the applicable codes and practices and conforms with the Pole Occupancy License. Any Post-license Survey costs will be estimated by Licensor in advance and itemized as a part of the Make-Ready Work.

1.12 Pre-license Survey means all work operations required by the appropriate codes and practices, including field inspection and administrative processing, to determine the Make-Ready Work necessary to accommodate the attachment of Licensee's Attachments to Licensor's Poles and to determine the adequacy of the Poles to support the proposed additional loading. Any Pre-license Survey costs will be estimated by Licensor in advance and itemized as a part of the Make-Ready Work.

1.13 Pole Occupancy Application means an application, as identified in Exhibit A, by which Licensee seeks authorization from Licensor to place Licensee's Attachments on specific Poles pursuant to this Agreement.

1.14 Pole Occupancy License means an authorization, issued by Licensor in response to a Pole Occupancy Application that grants Licensee permission to place Licensee's Attachments on certain of Licensor's Poles.

1.15 Street Light Pole means wood, steel or concrete utility poles (of non-decorative or decorative nature) used to support street lighting facilities. Normally these poles will have a length of 40 feet or less and may support supply conductors of less than 500 volts and will have no other electric attachments. Street Light Pole shall not include any pole not owned by Licensor, regardless of it being connected to Licensor's electrical system.

1.16 Telecommunications Service means 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. Such term does not include the provision of Information Services or Wireless Cable Services independent of, or without the additional provision of, Telecommunications Services (*see* 47 U.S.C. § 153(46)).

1.17 Information Service means 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 (*see* 47 U.S.C. § 153(20)). This term includes the provision of internet access services independent of, or without the additional provision of, Telecommunications Services.

1.18 Wireless Cable Services means the provision of cable television-like entertainment, news or educational video channels by means of microwave distribution service (MMDS), direct broadcast satellite (DBS), cellular television or similar technologies.

2. SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee, for the purposes limited to those outlined herein, revocable, nonexclusive Pole Occupancy License(s) authorizing the attachment of Licensee's Attachments to Licensor's Poles at locations identified in Exhibit A.

2.1.1 This Agreement covers attachment to Licensor's Poles of Licensee's Attachments utilized in providing Telecommunications Services subject to the Pole Attachments Act, as amended, 47 U.S.C. § 224. Licensee may provide other lawful services in addition to Telecommunications Services, including Information Services, but shall notify Licensor when such additional services commence, or when Licensee ceases to offer Telecommunications Services via a particular attachment.

2.1.2 Licensee is solely responsible for informing Licensor as to the general use and purpose of its installed Attachments. This information will be treated as confidential by the Licensor, pursuant to Article 27, and is necessary for determining the applicability of the Pole Attachments Act, as amended, 47 U.S.C. § 224. Unless otherwise stated, all Attachments installed by Licensee pursuant to this Agreement shall be deemed Telecommunications Services attachments under the Pole Attachments Act for purposes of attachment rights, obligations, and fees. Attachments used solely for the provision of Information Services, Wireless Cable Services, or for other services unregulated by the Pole Attachments Act shall be governed by a separate agreement.

2.1.3 A separate Agreement is required for attachments by any of Licensee's Affiliates.

2.1.4 This Agreement pertains to Licensee's Attachments to Licensor's Distribution System only. This Agreement does not encompass any general right of access on the part of Licensee to Licensor's rights-of-way for placement of cabinets or related equipment not directly affixed to Licensor's Poles or to Licensor's Facilities that are not related to Licensor's Distribution System including, but not limited to, Licensor's substations and transmission system.

2.1.5 Licensor, at its sole discretion, may require a separate Agreement for each community or local unit of government in which the Licensee provides service. Each service area in which the Licensee is authorized to provide service, and in which it desires to attach to Licensor's Poles, shall be listed in its Pole Occupancy Application. A Pole Occupancy Application is required for each pole for which Licensee seeks authorization for Licensee's Attachments.

2.2 The Licensee and Licensor agree to be bound by all provisions of this Agreement and of the Pole Occupancy License(s) issued pursuant to this Agreement.

2.3 The parties agree that Licensor will issue Pole Occupancy License(s) to Licensee only when Licensor determines, in its sole judgment, that (i) access to Pole space is in excess to Licensor's present and reasonably foreseeable future needs for Licensor's core business, (ii) Licensee meets all requirements set forth in this Agreement, (iii) and that such Pole Occupancy License(s) should not be denied for reasons of safety, reliability, or generally applicable engineering purposes, or for other permitted reasons whether or not specifically identified in this Agreement.

2.4 No Pole Occupancy License or use, however extended, of Licensor's Poles or payment of any fees, charges or rents required under this Agreement shall create or vest in Licensee any easements or servitudes or any other ownership or property rights of any nature in Licensor's Facilities or attachments thereto.

2.5 Licensor does not represent or warrant that it has the right to grant to any Licensee the use of any right-of-way, easement, servitude or other right of access in either the public rights-of-way or private property of third parties upon which Licensor's Facilities are located. Licensor shall not be obligated to procure such rights on behalf of Licensee, nor to defend Licensee in the use of same. If Licensee shall at any time be prevented by either governmental authority or private property owners from placing or maintaining Licensee's Attachments on Pole(s), no liability shall attach to Licensor. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss that may be suffered by reason of Licensee's Attachments to Licensor's Poles without having secured required permission from governmental bodies or private land owners. Licensor, at its sole discretion, may require that Licensee

defend any such Loss. Such obligation to defend, indemnify and hold harmless shall include the obligation to pay any damages and/or attorneys fees assessed against or otherwise paid by Licensor, including Licensor's own reasonable attorneys fees.

2.6 Licensee's rights after issuance of any Pole Occupancy License shall be and remain as a mere licensee. Neither this Agreement, nor any Pole Occupancy License granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property containing such Poles.

2.7 Nothing in this Agreement shall be construed as granting Licensee any right to occupy any specific part of Licensor's Poles or to compel Licensor to grant Licensee the right to occupy any specific part of Licensor's Poles.

2.8 The parties agree that Licensor's right to locate and maintain its Poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements is in no manner limited by this Agreement.

2.9 Nothing contained in this Agreement is intended by the parties to require Licensor to construct, reconstruct, retain, extend, place, replace or maintain any Pole or other facility for use by the Licensee when such facility is not needed for Licensor's own service requirements.

2.10 Nothing contained in this Agreement shall act or be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement or arrangement that Licensor has heretofore entered into, or may in the future enter into, with others not parties to this Agreement regarding the Poles covered by this Agreement.

2.11 In the event Licensor relocates or reroutes any particular Pole route for any reason, Licensee shall be solely responsible for the expense of relocating Licensee's Attachments. In the event that Licensee does not wish to relocate one or more of Licensee's Attachments, it may notify Licensor in writing of this fact and Licensee's Attachments in question shall be removed from Licensor's Poles by the Licensee within ninety (90) days and from the Pole Occupancy License and will no longer be used in calculating future annual pole rental charges. In the event Licensee fails to remove Licensee's Attachments, Licensor shall have the right to remove Licensee's Attachments at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's Attachments. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss arising out of such removal in accordance with Article 13. Licensor, at its sole discretion, may require that Licensee defend any such Loss. Licensor may dispose of Licensee's Attachments at its discretion without the permission of and with no obligation to Licensee. In the event Licensee does not wish to relocate one or more of Licensee's

Attachments, Licensee shall receive a credit for the previously-paid annual pole attachment rental fee prorated based upon the number of quarterly periods remaining at the conclusion of the 90-day notice period in the annual prepayment period times the number of attachments that are not relocated. This credit shall be applied to future billings by Licensor to Licensee or to Licensor's removal costs should Licensee fail to make such removal in accordance with the terms of this provision.

2.12 Nothing in this Agreement shall be construed as requiring Licensor to carry on Licensee's operations before or after the termination of this Agreement.

3. FEES AND CHARGES

3.1 Upon execution of this Agreement, Licensee shall pay a fee for a Pre-license Survey as specified in Exhibit B. This fee is a nonrecurring charge for the necessary administrative and design work required in connection with initial ride-out and engineering work required for processing and evaluating Licensee's request to attach to Poles including a determination of whether the available Pole space can accommodate Licensee's Attachments and meet the applicable design standards and code requirements.

3.2 Licensor shall provide Licensee with a good faith estimate of non-recurring attachment costs, including but not limited to Pre-license Survey Fees, Make-Ready Work costs and Post-license Survey costs in connection with the initial installation or rearrangement of Licensee's Attachments pursuant to the procedures set forth in Articles 6 and 7 below. Licensor will supply the estimate to Licensee in writing for approval prior to the work being performed on behalf of Licensee. Make-Ready Work costs shall be billed in advance with Licensee required to pay 100% of the Make-Ready Work prior to commencement of the work by Licensor. All invoices shall be due within thirty (30) days of receipt. If full payment is not received by Licensee within the 30 day period specified above, in addition to all other remedies that Licensor may have under this Agreement, Licensor may suspend further Make Ready Work.

3.3 Licensee is responsible for all costs associated with the construction and installation of Licensee's Attachments, which installation shall be in strict compliance with Licensor's Attachment Standards attached hereto as Exhibit C.

3.4 In consideration of being permitted to occupy space or place a burden on Licensor's Poles with Licensee's Attachment, Licensee shall pay Licensor an annual pole attachment rental fee. Said rental fee shall be paid as billed by Licensor each year in advance for any Pole Occupancy License issued hereunder. Provided, in the first year of the License term, the annual fee shall be pro-rated on a semi-annual basis, if the Pole Occupancy License is issued after the month of July of the calendar year. This fee shall apply to all Poles on which Licensee has made Licensee's Attachments.

3.5 An unauthorized access fee shall be charged in the event Licensor determines Licensee has entered Licensor's Facilities without authorization from Licensor. The unauthorized access fee shall be charged as specified in Exhibit B.

3.6 The current charges for license preparation fee, pole occupancy application fee, annual pole attachment rental fee, late payment fee and unauthorized access fee are set forth in Exhibit B, attached hereto and made a part hereof.

3.7 Licensor may, upon at least sixty (60) days prior written notice to Licensee, make changes or amendments to the fees, charges and rents set forth in Exhibit B. Notwithstanding any other provision of this Agreement, if the change in fees, charges and rents is not acceptable to the Licensee, Licensee may then terminate this Agreement at the end of such notice period by giving the Licensor written notice of its election to terminate this Agreement at least ten (10) days prior to the end of the notice period. All fees, charges and rents contained in Exhibit B are in effect and payable until adjusted. Adjustments to fees, charges and rents shall occur no more than once each year.

3.8 Wherever this Agreement provides for Licensee to pay for work done by Licensor, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overheads, charged at Licensor's applicable billing rates.

3.9 Nonpayment within thirty (30) days of invoice date of any amount due under this Agreement shall constitute a default by Licensee of this Agreement. In addition to all other remedies available to Licensor under this Agreement in the event of a Licensee default, including but not limited to Licensor's right to remove Licensee's Attachments as set forth in Section 9.4 herein, all late payments shall be assessed a monthly late payment penalty, at the rate set forth in Exhibit B on all unpaid overdue balances.

3.10 Unless Licensee has given the written notice of termination required by Article 3.7 above, the amended Fees, Charges and Rents shall become effective at the end of such notice period and shall automatically become a part of and be governed by the terms of this Agreement.

3.11 Fees, charges or other installation expenses related to electric service required by Licensee's Attachments are not included in any fees, rentals, or other payments described herein.

4. PRACTICES

4.1 When a Pole Occupancy License is issued pursuant to this Agreement, Licensee's Attachments shall be installed and maintained by Licensee in strict

compliance with, at a minimum, the requirements and specifications of the then-current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Licensor's Attachment Standards, and other applicable codes and regulations promulgated by regulatory or legislative body having jurisdiction hereof (if applicable), each of which are incorporated by reference into this Agreement, and the rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), state OSHA rules and regulations, and in compliance with any lawful rules, orders or practices now in effect or that may hereafter be issued by Licensor or other authority having jurisdiction.

4.2 The location of Licensee's Attachments on each Pole will be as determined by Licensor and made according to Licensor's Attachment Standards attached hereto as Exhibit C. All Licensee's Attachments shall be labeled in a permanent manner as specified in Exhibit C to clearly identify the owner of the equipment, and the name, telephone number and other emergency contact information for the responsible party (available 24 hours a day, seven days a week, 365 days per year) for handling issues related to interference, maintenance, or other safety issues. Licensee and its employees, agents and contractors are prohibited from entering any portion of Licensor's supply zone or from placing Attachments in and manner that is inconsistent with Licensor's Attachment Standards attached hereto as Exhibit C. Any violation of this provision may result in the immediate removal of such Licensee's Attachments by Licensor. Such removal shall be at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's Attachments, and Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss arising out of such removal in accordance with Article 13. Licensor, at its sole discretion, may require that Licensee defend any such Loss.

4.3 No Attachments shall be placed in the safety zone as such zone is defined by the NESC or by other applicable law or regulation.

4.4 Licensee shall be responsible for the maintenance of Licensee's Attachments. If Licensee's Attachments, or any part thereof, are not maintained in accordance with conditions provided by this Agreement, Licensor's Attachment Standards, OSHA standards, applicable state OSHA standards, NEC Standards, NESC standards or other applicable standard and such violation comes to the attention of the Licensor, Licensor shall inform Licensee in writing of such violation. If Licensee has not corrected the violation within seven (7) days from the date of such written notice thereof from the Licensor or if at the sole discretion of Licensor said violation presents a danger to the public or Licensor's personnel, Licensor may at its own option correct said conditions and bill Licensee for the cost of the work. Licensor will attempt to notify Licensee in writing prior to performing such work whenever practicable, except where emergency circumstances dictate otherwise. When Licensor reasonably believes that the condition of Licensee's Attachments poses an immediate threat to the

safety of Licensor's employees or the public, interfere with the performance of Licensor's service obligations, or poses an immediate threat to the physical integrity of Licensor's Facilities, Licensor may perform such work and/or take such action at Licensee's expense that it deems necessary without first giving written notice to Licensee and without any liability on the part of Licensor for damage or injury to Licensee's Attachments. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss arising out of such work and/or action in accordance with Article 13. Licensor, at its sole discretion, may require that Licensee defend any such Loss. As soon as practicable thereafter, Licensor will advise Licensee in writing of the work performed or the action taken and endeavor to arrange for re-accommodation of Licensee's Attachments so affected. Licensee shall be responsible for paying Licensor for all costs incurred by Licensor in taking action under this Article.

4.5 Licensor may rearrange Licensee's Attachments to accommodate the placing of Licensor's Facilities. All costs associated with such rearrangement shall be borne by Licensee.

4.6 All employees, contractors or agents who perform work for Licensee on Licensor's Poles pursuant to this Agreement must comply with NESC and OSHA requirements and all other applicable federal, state and local requirements for qualifications to perform such work on Licensor's Poles.

4.7 Licensor's service delivery and/or restoration requirements shall take precedence over any and all operations of the Licensee on Licensor's Poles. In performing repairs or maintenance to Licensor's Facilities, including, but not limited to, replacement of any of Licensor's Poles, Licensor may remove Licensee's Attachments or may temporarily or permanently relocate or replace Licensee's Attachments at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's Attachments, and Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss arising out of such removal, relocation, or replacement in accordance with Article 13. Licensor, at its sole discretion, may require that Licensee defend any such Loss. Licensor will attempt to notify Licensee in writing prior to performing such work whenever practicable, except where emergency circumstances dictate otherwise. If circumstances prevent Licensor from providing prior notice then, as soon as practicable thereafter, Licensor will advise Licensee in writing of the work performed or the action taken and endeavor to arrange for re-accommodation of Licensee's Attachments so affected.

4.8 Licensor does not warrant or extend to the Licensee any right-of-way privileges or easements or servitudes in either the public rights-of-way or private property of third parties, nor shall this Agreement obligate Licensor to seek such rights on behalf of Licensee for any purpose. If Licensee shall at any time be

prevented by either governmental authority or private property owners involved from placing or maintaining Licensee's Attachments on Pole(s), no liability shall attach to Licensor. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss that may be suffered by reason of Licensee's attachments to Poles. Licensor, at its sole discretion, may require that Licensee defend any such Loss.

5. REGULATORY COMPLIANCE

5.1 Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain its facilities on public and/or private property before it occupies any portion of Licensor's Poles located on such public and/or private property, and Licensee shall be responsible for maintaining such authorization throughout the term of this Agreement. Licensor reserves the right to require evidence that appropriate authorization has been obtained before any Pole Occupancy License is issued to Licensee or before Pre-license Survey work is commenced by Licensor. Licensee's obligation under this Article includes, but is not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way and to pay all costs associated therewith, to obtain necessary local franchises, and/or to obtain all required authorizations to transmit/operate on a particular radio frequency. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss that results from Licensee's failure to comply with this Article. Licensor, at its sole discretion, may require that Licensee defend any such Loss.

5.2 Licensee's Attachments placed on Licensor's Poles may not be used for any unlawful purpose, and the use of Licensee's Attachments must comply with all applicable regulatory rulings, and all local, state and federal laws.

5.3 No Pole Occupancy License granted under this Agreement shall extend to any portion of Licensor's Poles on which the placement of Licensee's Attachments would result in a forfeiture of rights of Licensor to occupy the property on which such Poles are located. If the existence of Licensee's Attachments on Licensor's Poles would cause a forfeiture of the right of Licensor to occupy such property, Licensee understands that Licensee's Attachments will be removed upon written notification from the Licensor. Licensor will perform such removal at Licensee's expense after the expiration of sixty (60) days from written notification and without any liability on the part of Licensor for damage or injury to Licensee's Attachments. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss arising out of such removal in accordance with Article 13. Licensor, at its sole discretion, may require that Licensee defend any such Loss. Licensee agrees to pay Licensor the cost thereof in accordance with Article 3 of this Agreement.

5.4 Licensee is solely responsible for ensuring that Licensee's Attachments are made in conformance with the requirements of the Federal Communications Commission (FCC), Federal Aviation Administration (FAA), and any state agency having jurisdiction including, but not limited to, any Federal, state, local or municipal laws, rules or regulations pertaining to the construction, registration, painting, lighting, modification, zoning, historic preservation review, and/or environmental review of a tower, pole or radio/antenna structure.

5.4.1 Licensee is solely responsible for ensuring that the radio frequency ("RF") radiation emitted by Licensee's Attachments, alone and/or in combination with any and all other sources of RF radiation on the Pole, is consistent with the Licensor's Attachment Standards attached hereto as Exhibit C and conforms in all respects, including in regard to the use of appropriate warning labels, to FCC and other governmental requirements related to exposure to RF emissions. If any of Licensee's Attachments is found not to be in compliance with these standards in this regard, Licensee will be responsible for immediately bringing such attachment into compliance with said requirements including, but not limited to, ceasing operations at such site until the emissions meet the Attachment Standards, FCC and/or other governmental requirements. Further, if required to allow Licensor's employees or contractors to work safely in the vicinity of Licensee's Attachments, Licensor may temporarily turn off a radiating antenna for the time necessary to complete any necessary utility work.

5.4.2 Licensor may require Licensee to provide a copy of Licensee's FCC license or proof that no license is required with Pole Occupancy Application. Licensee further agrees to register any wireless communications facility created as a result of Licensee's Attachment on Licensor's Facilities as required by 47 C.F.R. § 17.7 and to comply with any requirements thereunder. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss resulting from Licensee's failure to adhere to the relevant FCC and/or FAA rules, regulations and implementing precedent regarding painting, lighting, fencing, registration or similar requirements for towers, poles, or other communications structures. Licensor, at its sole discretion, may require that Licensee defend any such Loss.

5.4.3 As part of Licensee's first Pole Occupancy Application under this Agreement, Licensee shall, at Licensee's sole cost and expense, perform an intermodulation analysis addressing the frequencies on which Licensee, Licensor and other entities attached to the Pole operate to evaluate the possibility of RF interference between Licensee's Attachments and other existing uses on Licensor's property, including, without limitation, uses by Licensor. For any subsequent Pole Occupancy Application, at the request of Licensor, Licensee shall

perform an intermodulation analysis of possible Interference caused by the Licensee's Attachments proposed in such subsequent Pole Occupancy Application. Licensee's execution of a Pole Occupancy License shall signify its determination that the existing uses will not cause interference to Licensee's Attachments, provided such existing uses and Licensee's Attachments are properly and lawfully installed and operated. If Licensee's Attachments interfere with any lawful use existing prior to the execution of the Pole Occupancy Application, or if Licensee's Attachments cause measurable interference, as defined by the FCC, to Licensor, or to other lawful users of Licensor's property or Distribution System with respect to those uses existing prior to the execution of the Pole Occupancy Application, Licensee agrees to take all steps necessary to immediately correct and eliminate the interference. Notwithstanding any other provisions in this Agreement, if Licensee fails to correct and eliminate such interference within twenty-four (24) hours of notice thereof, Licensor shall have the option (but not the obligation) to require Licensee to cease all operations until such interference is corrected or eliminated. In the event of a dispute where Licensee has refused to cease all operations, Licensor shall have the right (but not the obligation) to engage outside consultants to resolve interference issues. Licensor shall have the right to present its own evidence considering such interference. In the event that Licensee ultimately is deemed to be the cause of such interference, Licensee shall be responsible for the reasonable consultant fees incurred by Licensor. Licensee shall comply with the applicable FCC rules and regulations with respect to radio spectrum interference both to Licensor and to any other authorized attacher.

5.4.4 Licensee shall be solely responsible for ensuring that all appropriate analysis is undertaken and/or necessary approvals obtained with respect to any obligations for evaluation under applicable environmental or historic preservation laws including, but not limited to, the National Environmental Protection Act ("NEPA"), the National Historic Preservation Act ("NHPA"), any state, local or municipal equivalents, and any implementing precedent, amendments, rules or regulations by any federal agency, state agency, local or municipal body, or court of competent jurisdiction. Licensor may, at its option, require proof of compliance with such laws, rules or regulations. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss resulting from Licensee's failure to adhere to the relevant law, rule, or regulation. Licensor, at its sole discretion, may require that Licensee defend any such Loss.

6. LICENSE APPLICATION PROCEDURES

6.1 Before Licensee shall place Licensee's Attachments, Licensee shall have in place a valid Agreement and shall submit a Pole Occupancy Application for

and have received an approved Pole Occupancy License. The Pole Occupancy Application shall be in the form of Exhibit A, hereto attached and made a part hereof. Upon issuance of such Pole Occupancy License by Licensor, and the payment of all amounts due to Licensor by Licensee, Licensee may install Licensee's Attachments thereby covered, subject to the terms and conditions of this Agreement. Licensor reserves the sole right to determine whether to issue a Pole Occupancy License in accordance with Article 2.3 of this Agreement.

6.1.1 Any Licensee's Attachment made by Licensee without an authorized Pole Occupancy License shall be deemed as unauthorized access and subject to appropriate fees, penalties and removal in accordance with Article 11.

6.2 A Pre-license Survey by Licensor will be required to determine the availability and adequacy of Licensor's Poles to accommodate Licensee's Attachments. Licensor will advise the Licensee in writing of the estimated charges that will apply for such Pre-license Survey and of the possible Make-Ready Work costs for the project, and receive authorization from Licensee before undertaking such a survey. A representative of Licensee may accompany Licensor's representative on the field inspection portion of such Pre-license Survey.

6.3 Licensor will provide a written response to each Pole Occupancy Application within sixty (60) days of receipt of a complete request. If Licensor denies the Pole Occupancy Application in whole or in part, such denial shall specify the basis and the reasons for such denial. Licensee may submit a revised Pole Occupancy Application at any time.

6.4 After Licensor has reviewed the Pole Occupancy Application and performed any necessary Pre-license Survey, a Pole Occupancy License in the form of Exhibit A, hereto attached and made a part hereof, will be signed and returned to Licensee indicating Licensor's acceptance or denial, in whole or in part, of Licensee's Pole Occupancy Application. Any Pole Occupancy License issued hereunder shall be conditioned upon the payment of the installation and Make-Ready Work charges specified therein.

6.5 No provisions of this Agreement shall be construed to require Licensor to relocate its Facilities for the benefit of Licensee.

6.6 Licensee shall pay to Licensor all applicable fees as provided in Exhibit B hereto.

6.7 Licensor reserves the right to refuse to process any Pole Occupancy Application until all fees and charges due Licensor under this Agreement or any other agreement with Licensee are paid in full or are subject to a genuine dispute, the resolution of which is pending in a court of competent jurisdiction.

6.8 The Pole space allocated to the Licensee's Attachment shall be limited to that specifically defined by the Pole Occupancy License.

6.9 Each Pole Occupancy Application shall be evaluated on an individual basis. The issuance of a specific Pole Occupancy License by Licensor will not constitute intent to approve future Pole Occupancy Applications.

7. REARRANGING FACILITIES AND MAKE-READY WORK

7.1 The Licensor retains the right to refuse any Licensee Attachments to Licensor's Poles or any portion thereof in accordance with Article 2.3. In the event Licensor determines that it would permit Licensee to attach to Licensor's Poles, Licensor will advise Licensee in writing of any estimated Make-Ready Work charges that will apply for required rearrangement work.

7.2 The parties acknowledge that Licensor will provide Licensee with a good faith estimate of such costs in advance of any work performed and agree that Licensor's estimate of make ready costs will be non-binding. Licensee shall be responsible for compensating Licensor for all costs reasonably incurred in connection with Make-Ready Work even if such costs exceed the good faith estimate. Licensee shall pay Licensor's cost of Make-Ready Work in advance and Licensor shall thereupon complete such Make-Ready Work. The estimate discussed in Article 7.1 above expires after sixty (60) days. If Licensee fails to pay the estimated cost of Make-Ready Work prior to the expiration of said sixty (60) days, Licensee shall reapply for the right to site Attachments on Licensor's Poles. Such reapplication shall be subject to a Pole Occupancy Application Fee.

7.3 Make-Ready Work shall be performed only by Licensor or a contractor under the control of Licensor.

7.4 In performing all Make-Ready Work to accommodate Licensee's Attachments, Licensor will endeavor to include such work in its normal work load schedule, subject to crew availability, Licensor's estimates, time for survey and make-ready work shall conform to the schedule provided by the FCC.. Nothing herein is intended, however, to require advancement of Licensee's work ahead of other scheduled work.

7.5 When two properly completed Pole Occupancy Applications to occupy the same Pole have been received from two or more prospective licensees, including the Licensee hereunder, the first prospective licensee to enter into a written Licensing Agreement with Licensor, subject to a determination of the ability to accommodate Licensee's Attachment and the payment of the fees specified in Exhibit B, shall be the granted the Pole Occupancy License to occupy such Pole.

7.6 Unless otherwise provided in this Agreement, the costs for any modification, rearrangement, relocation and/or removal of Licensee's Attachments shall be borne by Licensee.

7.6.1 If the modification, rearrangement, relocation or removal of Licensee's attachments is required as the result of an additional Attachment or the modification of an existing Attachment sought by an entity other than the Licensor or Licensee, the entity requesting the additional or modified Attachment shall bear the entire cost of rearrangement, relocation and removal of the Licensee's Attachments. Licensee shall be solely responsible for the collection of any reimbursement for proportionate costs from any other Licensee.

7.6.2 If the rearrangement, addition, or modification is requested by Licensee, Licensee shall bear the cost of such rearrangement, addition or modification, provided that Licensee may be entitled to receive reimbursement of proportionate costs from other Licensees benefiting from the rearrangement, addition or modification. Licensee shall be solely responsible for the collection of any reimbursement for proportionate costs from any other Licensee.

7.6.3 If the increased requirements of Licensor, without any increase in the requirements of Licensee, call for the replacement of any Pole, Licensee, if it desires to occupy the new Pole on replacement, shall allow Licensor to transfer its Attachment to the new Pole at Licensee's own expense, and Licensee shall not be liable for any portion of the cost of the new Pole.

7.7 Licensee shall provide notice to Licensor at least forty-five (45) business days in advance of any change-out or modification of Licensee's Attachments from that which was originally listed and approved in the Pole Occupancy Application. Where a change-out or modification of Licensee's Attachments involves an increase in output power, change in modulation, change in placement on the Pole, change in weight or method of attachment, or a change in operating frequency, Licensor may at its sole option, require a new Pole Occupancy Application to be submitted or a new intermodulation analysis to be conducted prior to the change-out or modification of Licensee's Attachments.

8. REMOVAL OF FACILITIES

8.1 When Licensee removes Licensee's Attachments from Licensor's Poles, Licensee shall complete and submit to Licensor a written notice of removal to facilitate the removal of said Licensee's Attachments from Licensor's billing records. Except where otherwise expressly stated in this Agreement, Licensee shall not be entitled to any refund of or credit for any unused, prepaid annual rental fee. Licensee will not be subject to any penalty or fee for terminating any

Attachment prior to the end of the term of this Agreement. Responsibility for Attachment Fees shall cease upon removal of Licensee's Attachment(s) installed pursuant to the applicable application for pole occupancy.

8.2 Nothing herein contained shall be construed to compel Licensor to maintain any of said Poles for a period longer than demanded by its own service requirements. If Licensor intends to discontinue the use of or otherwise abandon any of its Poles to which attachments have been made by Licensee, Licensor shall give Licensee written notice of its intent to abandon said Poles at least sixty (60) days in advance of the date on which it intends to discontinue its use of said Pole(s). Licensee shall remove Licensee's Attachments from such Pole(s) within sixty (60) days of receiving such notice. If at the end of said period Licensee has not removed all of Licensee's Attachments therefrom, Licensor may remove Licensee's Attachments from Licensor's Poles and Licensee shall be liable for and pay all fees and charges, including charges related to removal, pursuant to this Agreement. Licensor shall not be liable for any damages associated with the removal of Licensee's Attachments. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss arising from such work in accordance with Article 13. Licensor, at its sole discretion, may require that Licensee defend any such Loss.

9. TERMINATION OF LICENSES

9.1 Any Pole Occupancy License issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular Pole(s) covered by the Pole Occupancy License. Licensee shall notify Licensor of any condition that would trigger automatic termination of the Pole Occupancy License within seven (7) days of the date of such triggering event.

9.2 Except where a Pole has been abandoned pursuant to Article 8.2, upon termination of any Pole Occupancy License, Licensee shall remove all of Licensee's Attachments from affected Poles within six (6) months from the date of termination, provided that this Agreement has not also been terminated pursuant to Article 18. Where Termination of the Agreement is involved, the provisions of Article 18 shall govern. After the expiration of said six (6) months, Licensor may remove Licensee's Attachments from Licensor's Poles without any liability on the part of Licensor for damage or injury to Licensee's Attachments, and Licensee shall be liable for and pay all fees and charges, including charges related to removal, pursuant to this Agreement. The applicable annual pole attachment rental fee and any indemnification provisions of this Agreement shall remain in effect until all of Licensee's Attachments have been physically removed from Licensor's Poles. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss that may be suffered by reason of such removal. Licensor, at its sole discretion, may require that Licensee defend any such Loss.

9.3 Licensors retain the right to cancel, with thirty (30) days written notice, any Pole Occupancy License not utilized by the placement of Licensee's Attachments on Licensor's Poles within twelve (12) months of Pole Occupancy License issue date.

9.4 Licensor shall have the right, at any time, for reasons of safety, reliability, generally applicable engineering purposes, or emergency, to request removal of Licensee's Attachments from any Pole or Poles, by giving Licensee written notice requesting such removal. Licensee must remove Licensee's Attachments from a Pole within sixty (60) days thereafter, unless emergency circumstances require Licensee to remove sooner. In the event Licensee fails to remove Licensee's Attachments, Licensor shall have the right to remove Licensee's Attachments at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's Attachment, and Licensor shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss arising out of such removal in accordance with Article 13. Licensor, at its sole discretion, may require that Licensee defend any such Loss. Licensor may dispose of such attachments at its discretion without the permission of and with no obligation to Licensee. Licensee shall not be entitled to any refund of or credit for any unused, prepaid annual rental fee.

10. INSPECTION OF LICENSEE'S FACILITIES

10.1 Licensor reserves the right to make periodic inspections at any time of any part of Licensee's Attachments occupying Licensor's Poles. Should Licensor discover any Unauthorized Attachments on Licensor's Poles or other improper use of Licensor's Facilities during the course of such inspection, Licensor may initiate a formal audit to identify the existence of any further improper use of Licensor's Facilities. Licensee shall be responsible for Licensor's costs and expenses associated with completing such an audit and shall reimburse Licensor for the same within thirty (30) days after invoice date. Unauthorized Attachments or improper installations found during such inspections will be addressed according to Articles 4.4 and 11 of this Agreement.

10.2 In addition to the right to audit as set forth in Article 10.1, Licensor shall have the right, but not the obligation, to conduct annually an audit of Licensee's Attachments, and Licensee shall reimburse Licensor for the cost of such audit.

10.3 Licensee's Attachments shall be marked in such a way as to be identifiable from the ground as to the owner of Licensee's Attachments.

10.4 The making of periodic inspections or the failure to do so shall not operate to impose upon Licensor any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.

11. UNAUTHORIZED ATTACHMENT OR ACCESS

11.1 If (a) any of Licensee's Attachments are found occupying any portion of any of Licensor's Poles for which no Pole Occupancy License has been issued and remains in effect, (b) if Licensee fails to install and maintain any of Licensee's Attachments in strict compliance with Licensor's Attachment Standards, or (c) if Licensee places any Licensee's Attachment to Licensor's Poles without first obtaining and accepting a Pole Occupancy License, Licensor, without prejudice to its other rights or remedies under this Agreement, may terminate this Agreement, assess an unauthorized access fee and remove Licensee's Attachments at Licensee's expense in accordance with Article 3 and without any liability on the part of Licensor for damage or injury to Licensee's Attachments. Licensee shall indemnify and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives for any Loss caused by such work in accordance with Article 13. Licensor, at its sole discretion, may require that Licensee defend any such Loss.

11.2 Licensee shall reimburse the Licensor's reasonable costs of said removal within thirty (30) days of the invoice date from Licensor. Licensee shall also pay to the Licensor an amount equal to the product of the number of unauthorized Licensee Attachments times twice the current per pole rate times the lesser of (i) the year and portion of the year on a prorated basis since the time of Licensor's last visual Pole count or annual audit, or (ii) two years prior to the date the unauthorized attachments are discovered if no visual Pole count or audit has occurred in the last two years. No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as ratification of the unlicensed use and if any Pole Occupancy License should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

11.3 For the purposes of this Article, access to Licensor's Poles by unqualified personnel shall be deemed unauthorized access.

11.4 The remedies available to Licensor in the event of an Unauthorized Access or Attachment are cumulative and the pursuit of one remedy shall not constitute an election of remedies or preclude Licensor from pursuing any available additional remedies.

12. PERFORMANCE GUARANTEES

12.1 In order to protect the interests of Licensor's customers, employees and shareholders and to guarantee Licensee's faithful performance of its obligations under this Agreement:

12.1.1 Licensor may require a replenishable bond in the amount of \$25,000 in a form satisfactory to Licensor to guarantee the performance of all Licensee's obligations hereunder. The amount of the bond shall not operate as a limitation upon the obligations of the Licensee hereunder. The bond or other financial security shall be in an amount that Licensor, in its sole judgment, determines to be reasonable to protect the interests of its ratepayers, employees and shareholders and must be issued by a bonding company approved by the Licensor. Licensee shall provide certification from the company issuing the bond that the bond shall not be canceled, changed or materially altered without first providing Licensor sixty (60) days written notice. Licensee must comply with Licensor's requirement for a replenishable bond within thirty (30) days of Licensor's request.

12.1.2 Licensor may require Licensee to furnish a replenishable, bond in an amount and form from a surety acceptable to Licensor that may be drawn down by the Licensor to ensure the faithful performance by the Licensee of all provisions of this Agreement, including the payment by the Licensee of any reimbursable expenses that have been billed and remain unpaid for more than thirty (30) days. Licensee must comply with Licensor's requirement for a replenishable bond within thirty (30) days of Licensor's request.

12.1.3 In connection with the determination by the Licensor as to whether or not to require security under this provision, Licensee will upon request of Licensor, from time to time, provide Licensor with Licensee's audited financial statements for the then most recent fiscal year of Licensee, and/or such other financial information as Licensor shall find necessary and acceptable.

12.1.4 In the event Licensee fails to maintain the performance guarantees as required by Licensor, Licensor reserves the right to terminate this Agreement.

13. LIABILITY AND DAMAGES; INDEMNIFICATION

13.1 Licensor reserves, for itself, the right to maintain and operate Licensor's Facilities in any manner it deems appropriate in its sole, absolute and unfettered judgment. Licensor shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of any of Licensee's Attachments, unless the same shall be solely the result of the gross negligence and willful misconduct of Licensor or any of its contractors and/or employees.

13.2 Licensee shall indemnify, protect, defend and hold harmless Licensor, Licensor's Affiliates and Licensor's Representatives, and their respective successors and assigns (the "Indemnitees") from and against any and all Losses,

including Licensor's reasonable attorneys fees, and including without limitation Losses related to damage to property and injury to or death of persons, including payments made under any workers' compensation law, that may be imposed on, incurred by, or asserted against the Indemnitees or any of them caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly: (i) the construction, installation, attachment, repair, maintenance, use, operation, relocation, or removal of any of Licensee's Attachments, (ii) any act of Licensee or any of its employees, agents, contractors or representatives on, about or in the vicinity of any of Licensor's Facilities or taken under or in connection with this Agreement, (iii) Licensee's failure to perform, as and when due hereunder or under any Pole Occupancy License, any of the covenants or obligations of Licensee under this Agreement or any Pole Occupancy License, or the untruth or incorrectness of any representation or warranty of Licensee set forth herein or therein, (iv) Licensee's infringement of any copyright, patent or other intellectual property right or trade secret of any third party, (v) Licensee's libel, slander or unauthorized use of the intellectual or other property of third parties, (vi) any and all actions initiated by any governmental authority or third party for slander of title, over-burden of easement or franchise, or based in whole or in part on Licensee's failure to obtain sufficient right or authority to construct, install, place, operate, repair, maintain, relocate, and/or remove any of Licensee's Attachments on Licensor's Facilities, (vii) the removal and/or storage of Licensee's Attachments by Licensor in accordance with the provisions of this Agreement, (viii) any violation of applicable Law by Licensee or any of its employees, agents, contractors or representatives, (ix) the treatment, storage, disposal, handling, transportation, release, spillage or leakage of any Hazardous Materials by Licensee or any of its employees, agents, contractors or representatives or in any way connected to this Agreement or the performance or breach thereof, (x) Licensee's negligence, wrong act or omission of whatsoever nature, or (xi) any interruption or de-energizing of electric lines; provided, however, that Licensee's indemnification obligation shall not apply with respect to damages that are solely the result of gross negligence or willful misconduct of an Indemnitee. Notwithstanding anything herein, Licensee's obligation to indemnify and hold Licensor harmless shall not apply to claims or damages arising from the sole negligence, misconduct, or other fault of Licensor.

13.3 THE FOREGOING INDEMNITY OBLIGATIONS SHALL BE GIVEN FULL AND EXPRESS EFFECT EVEN IF, AS A RESULT THEREOF, INDEMNITEES OR ANY OF THEM WOULD BE INDEMNIFIED AGAINST ITS OWN NEGLIGENCE OR FAULT (WHETHER SOLE, CONCURRENT, CONTINGENT OR OTHERWISE, ACTIVE OR PASSIVE) OR STRICT OR PRODUCTS LIABILITY, OR OTHERWISE, AND NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN TO THE CONTRARY.

13.4 Except for Licensee's indemnity obligations hereunder for breach of confidentiality, and damages arising from bodily injury or Licensee's negligence or willful misconduct: (a) neither party shall be liable to the other party or to any third party for any incidental, consequential, or punitive damages arising out of or related to this License, even if the party has been advised of the possibility of such damages.

13.5 Licensee shall notify the Licensor in accordance with Section 21, Notices, as soon as reasonably possible, of all claims (a) brought for which Licensor, Licensor's Affiliate or Licensor's Representative may be liable, or (b) asserted as arising from or connected with the contractual relationship, or (c) which may materially impair the ability of the Licensee to perform any of its obligations to Licensor or Licensor's Affiliate; and all events that in the light of reasonable experience may give rise to a claim included in the above categories.

13.6 In addition to notice sent pursuant to Section 21, Notices, copies of notices pursuant to this section shall be sent concurrently to:

Claims Management
Entergy Services, Inc.
P. O. Box 8082
Little Rock, Arkansas 72203

14. INSURANCE

14.1 Without limiting any obligations or liabilities of Licensee under this Agreement, Licensee shall maintain or cause to be maintained, during the Initial Term and each Successive Term, insurance coverage in such forms and amounts as Licensee determines, from time to time, in its sole, absolute and unfettered discretion, will adequately protect it. Without limiting the generality of the foregoing, such insurance shall include, without limitation:

14.2.1 workers' compensation insurance in accordance with all applicable state and federal laws, including, without limitation, employer's liability insurance, in the amount of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee, with the policy endorsed to include a waiver of subrogation in favor of Licensor and Licensor's Affiliates;

14.2.2 commercial general liability insurance including premises/operations, products/completed operations, underground/explosion/collapse hazards, independent contractors, broad form property, personal injury and contractual liability, specific to this Agreement, with coverage in the amount of \$5,000,000 per occurrence for bodily injury and property damage;

14.2.3 automobile liability coverage, including hired and non-owned liability, in the amount of \$5,000,000 per accident;

14.2.4 excess liability insurance in the amount of \$5,000,000 each occurrence/aggregate; and

14.2.5 all risk property insurance covering damage to and loss of Licensee's betterments and improvements including, without limitation, all alterations, improvements, fixtures, equipment, furnishings, and all other personal property in, on and about Licensor's Facilities.

14.3 Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

14.4 Licensee's insurance policies required by Subsections 14.2.2, 14.2.3, 14.2.4 and 14.2.5 of this Article 14 shall include Licensor, Licensor's Affiliates, and Licensor's Representatives, as additional insureds with respect to Licensee's liability arising under or in connection with this Agreement. All policies of insurance required to be maintained by Licensee hereunder shall be placed with insurers that maintain a minimum A.M. Best rating of "A-VII". All such policies of insurance shall (i) be primary insurance and noncontributing with any other insurance maintained by Licensor, its Affiliates and (ii) provide Licensor with 30 days' prior written notice of cancellation or amendment. Licensee shall provide Licensor with certificates of insurance issued to Licensee evidencing coverage currently in effect upon execution of this Agreement and, from time to time thereafter when the coverage limit(s) or deductible(s) of any required insurance are amended or altered, or the issuer of any required insurance coverage is changed, or upon written request by Licensor, for the duration of this Agreement.

14.5 Licensee hereby waives all rights of recourse, including any right to which another may be subrogated, against Licensor, Licensor's Affiliates, and the directors and officers of each of the foregoing, for personal injury, including death, and property damage.

14.6 Licensee shall promptly advise Licensor of any and all actions, including, without limitation, actions relating to damage to property or injury or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, in connection with the transactions or operations contemplated by this Agreement or any Pole Occupancy License. Copies of all accident reports and statements made to any insurer or Governmental Authority by Licensee, or others, shall be furnished promptly to Licensor, but in no event later than seven (7) days after Licensee makes or receives any such report or statement.

14.7 Licensee shall be liable for all acts and omissions of its contractors and subcontractors. Licensee represents, warrants, covenants and agrees that all contractors and subcontractors retained by or on behalf of Licensee shall

maintain insurance meeting the requirements set forth in this Article 14 with respect to Licensee as a condition precedent to the contracting or subcontracting of any work to be performed in connection with or pursuant to this Agreement or any Pole Occupancy License or in connection with Licensor's Facilities; provided, however, Licensee may provide such insurance on behalf of any such contractor and subcontractor by means of separate and individual policies.

15. AUTHORIZATION NOT EXCLUSIVE

Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use the Licensor's Poles covered by this Agreement.

16. ASSIGNMENTS OF RIGHTS

16.1 Licensor shall have the right to assign or transfer this Agreement at its sole discretion.

16.2 Licensee shall not assign or transfer this Agreement, any Pole Occupancy License issued pursuant to this Agreement, any authorization granted by this Agreement, or any of its rights under any of the same, in whole or in part, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor, which may not be withheld unreasonably, and any such purported assignment shall be null and void and, at Licensor's option, will constitute a material breach of this Agreement. No consent for assignment will be granted without at least ninety (90) days prior written notice furnished by Licensee to Licensor. Notwithstanding any provision in this Agreement to the contrary, Licensee shall have the right to assign this Agreement to any parent, subsidiary, affiliate, or any person, firm or corporation that shall control be under the control of, or be under common control with Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee that are subject to this Agreement.

16.2.1 Consent for assignment shall take a form to be determined by Licensor and shall, at a minimum, include authorized signatures for the Licensor, Licensee, and the Assignee/Successor.

16.2.2. Licensor may, at its discretion, require that a new Agreement or Pole Occupancy License be signed by the successor rather than assigning rights under the existing Agreement.

16.3 In the event that consent(s) are granted by Licensor, then the provisions of this Agreement shall apply and Licensee agrees to bind such successors and assigns and provide proof of the successors' and assigns' assumption of the obligations of this Agreement. Such successors and assigns of Licensee will be

required to pay an administration fee equal to the fee being charged at the time for the License Preparation Fee.

16.4 Licensee shall not sub-license to a third party Licensor's Facilities, provided this Article shall not affect Licensee's right to use or offer capacity on Licensee's Attachments. Such action shall constitute a material breach of this Agreement.

16.5 Any sale by Licensee of Licensee's Attachments without the assignment of this Agreement and the applicable Pole Occupancy License shall result in termination of the Agreement and all Pole Occupancy Licenses.

17. FAILURE TO ENFORCE

Failure of Licensor or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

18. TERMINATION OF AGREEMENT

18.1 This Agreement shall, at Licensor's option, cease and terminate whenever there is filed either by Licensee or against Licensee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or a trustee of all or substantially all of the Licensee's property, or whenever Licensee makes a general assignment for the benefit of creditors and such petition or assignment is not dismissed within sixty (60) days of its initiation. Licensor shall have the discretion to allow Licensee an additional reasonable period of time within which to settle, compromise, resolve or cure the circumstances leading to such termination.

18.2 Notwithstanding any other right afforded Licensor or stated otherwise under this Agreement, Licensor shall have the right to terminate this Agreement or any Pole Occupancy License issued hereunder and remove Licensee's Attachments for the following violations: 1) Licensee occupies any portion of Licensor's Poles or Facilities without having first been issued a Pole Occupancy License therefor; or 2) Licensee fails to install and maintain any of Licensee's Attachments in strict compliance with Licensor's Attachment Standards; or 3) Licensee or any of its employees, agents or contractors enter any portion of Licensor's Poles without Licensor's consent; provided, however, that such termination shall not relieve Licensee of its payment obligations under Article 3 or its indemnification obligations under Article 13 of this Agreement.

18.3 Licensor shall have the right to terminate this Agreement or any Pole Occupancy License issued hereunder whenever Licensee is in default of any

material term of this Agreement, including but not limited to the following conditions:

18.3.1 If Licensee's Attachments are used or maintained in violation of law or in aid of any unlawful act or undertaking; or

18.3.2 If any authorization which is required of the Licensee by any governmental or private authority for the construction, operation and maintenance of the Licensee's Attachments is denied or revoked; or

18.3.3 If the insurance carrier shall at any time notify Licensor or Licensee that the policy or policies of insurance, required under Article 14 hereof, will be canceled or changed and if the requirements of Article 14 are not satisfied, this Agreement shall terminate upon the effective date of such cancellation or change, unless the Licensor elects to take such action necessary to keep the policy in effect; or

18.3.4 If the Licensee shall fail to keep in force any bond, letter of credit or guarantee required by Licensor under this Agreement; or

18.3.5 If any occurrence such as act of war, government action, force majeure or act of God causes either party, without fault or negligence, to be unable to meet any or all provisions of this Agreement.

18.3.6 In Licensor's reasonable opinion, Licensee has committed repeated violations of this Agreement.

18.4 Licensor will promptly notify Licensee in writing of any condition(s) applicable to termination of the Agreement as listed in Article 18.3 above. Licensee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to Licensor within sixty (60) days of such written notice that the cited condition(s) has (have) ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and/or fails to give the required confirmation, Licensor may immediately terminate this Agreement. In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensee shall immediately remove all of Licensee's Attachments and Licensor may remove any of Licensee's Attachments that remain in place six (6) months following termination, provided, however, that Licensee shall continue to be liable for and pay all fees and charges pursuant to the terms of this Agreement to Licensor until Licensee's Attachments are actually removed from Licensor's Poles, and Licensee shall reimburse and indemnify Licensor for such removal.

18.5 If Licensor is in default under this Agreement, Licensor shall have sixty (60) days following written notice from Licensee within which to correct such default. If Licensor does not cure its default within the allotted time period, Licensee may, at its sole discretion and as its sole and exclusive remedies,

either terminate this Agreement or seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

19. TERM OF AGREEMENT

19.1 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 (“Initial Term”). Either party may terminate this Agreement at the end of the Initial Term by giving to the other party written notice of an intention to terminate the Agreement at least six (6) months prior to the end of the Initial Term, but, upon failure to give such notice, this Agreement shall automatically continue in force upon the same terms and conditions on a yearly basis (“Successive Term”) subject to the same notice and termination procedure of the Initial Term.

19.2 Even after the termination or expiration of this Agreement, Licensee’s responsibility and indemnity obligations shall continue indefinitely with respect to any claims or demands related to Licensee’s Attachments. All other obligations set forth in Article 3, 4, 5, 8, 9, 10, 11, 12, 14, 18 and 27 shall survive termination or expiration of this Agreement for a period of one (1) year.

19.3 The Licensor and Licensee reserve and may seek any and all remedies and relief available at law. Neither Licensor nor Licensee shall be deemed to have waived any rights or remedies at law by virtue of executing this Agreement.

19.4 Upon termination or expiration of this Agreement, each Pole Occupancy License granted pursuant to this Agreement shall terminate automatically and without any action of the parties hereto.

20. AMENDING AGREEMENT

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties. Notwithstanding the foregoing, terms and conditions contained in Exhibits to this Agreement can be revised at the discretion of the Licensor under the conditions specified for each of Licensee’s Attachments.

21. NOTICES

Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed as follows:

If to Licensor, at: Joint Use Coordinator
 Entergy _____
 P.O. Box _____

If to Licensee, at:

or to such other address as either party may, from time to time, give the other party in writing.

22. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for placement and maintenance of Licensee's Attachments on Licensor's Poles within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

23. SEVERABILITY

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.

24. GOVERNING LAW

The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws of the State of Mississippi.

25. AUTHORITY

Licensee covenants and agrees that the undersigned is a duly authorized representative with full and complete authority to enter into this Agreement.

26. ASSUMPTION OF RISK

Licensee recognizes the danger associated with working in and around energized facilities and does so at its own risk subject to the indemnification provisions in Article 13.

27. CONFIDENTIALITY

Each party hereby agrees that it will not, without the express written consent of the other party disclose, reveal or communicate, any terms of this Agreement, or the transactions

contemplated hereunder, except for such disclosure as may be required pursuant to regulatory requirement, court order or applicable law or expressly permitted by this Agreement. Further, for purposes of carrying out its obligations under this Agreement, no limitations shall be placed on the use by Licensor for its internal purposes, including, but not limited to, mapping and other engineering work, of information obtained in connection with this Agreement. Each party further agrees to take all action necessary or appropriate to maintain the confidentiality of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

ENTERGY _____, INC.
(LICENSOR)

BY: _____

PRINTED NAME: _____

TITLE: _____

_____, LLC.
(LICENSEE)

BY: _____

PRINTED NAME: _____

TITLE: _____

LICENSE NO. _____

EXHIBIT A
APPLICATION FOR POLE OCCUPANCY LICENSE (WIRELESS)

(Each application for a Pole Occupancy License shall **list all poles to be considered for an Attachment**)

Licensee _____, _____

Dear Sir/Madam:

In accordance with the terms and conditions of our Agreement dated _____ application is hereby made for a license to occupy the Licensor's poles in the locations detailed below and/or shown on the attached design and layout proposal with the Attachments listed in the attached form (attach a description of wireless and equipment to be sited including, at a minimum, information included in Schedule 1). Licensee understands and agrees that any license issued hereunder shall be governed by the Agreement dated ___/___/___ between the parties.

<u>Pole Location</u>	<u>Pole Number</u>	<u>Attachment Location on Pole</u> <u>(Comm./Supply/Streetlight Arm)</u>
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Advance payment is enclosed for a Pre-licensing fee of \$_____ for the necessary administrative and design work required in connection with initial ride-out and engineering work required for processing and evaluating Licensor's request to attach to Poles Licensee hereby requests Licensor to provide an estimate of the cost to complete the Pre-licensing Survey Work pursuant to the Agreement dated _____ between the parties. Completion of such estimate does not constitute Licensee's authorization for completion of the Pre-license Survey by Licensor.

By: _____

Licensee

Title: _____

Tel. No. _____

Fax No. _____

(To Be Completed By Entergy Mississippi, Inc.)

_____ Pole Occupancy License Number _____ for locations listed above with wireless internet attachment specified on the attached form will be granted, subject to your approval and payment of the necessary installation and Make-Ready Work charges at a cost to you of \$_____.

_____ These Make-Ready Work charges include \$_____ of costs associated with _____ . Therefore, Licensee shall pay an Annual Pole Occupancy Fee of \$_____.

_____ Permit denied.

Comments: _____

Entergy Mississippi, Inc.

By: _____

Title: _____

Date: _____

(To Be Completed By Licensee)

The above changes and rearrangements are approved on _____, _____ and advance payment is enclosed.

Licensee

By: _____

Title: _____

Permit Issued _____, _____

[Company Name]

Total Previous Poles _____

By: _____

Poles Covered By This Permit _____

New Total _____

Title: _____

Routing Instruction:

- (1) The Licensee preparing this application will send two (2) signed copies and application fee to Licensor.
- (2) Licensor will return two (2) copies approving the application or requesting approval and pre-payment of Make-Ready Work when required.
- (3) Licensee will return two (2) copies approving Make-Ready Work along with pre-payments.
- (4) After receipt of pre-payment, Licensor will return one (1) final approval copy.

EXHIBIT A, SCHEDULE 1

ANTENNA and CABINET EQUIPMENT DATA

1. Transmission frequency (show all): _____ MHz
2. Number of Transmitters and their Power Output(s): _____ watts
3. If attached to pole, provide a drawing showing location on and method of attachment to the poles, and indicating the size, dimensions and weight of the equipment to be attached.
4. Provide electrical/mechanical specifications/requirements for each pole-mounted power box (120 volts AC service, size, etc.).
5. Number of ancillary pole-mounted cabinets (*i.e.*, battery cabinet, splice box, etc): _____
6. Number of Antenna(s): _____ Size of each _____ (feet)
7. Antenna type (omni-directional, sectional, etc.): _____
8. Height on Pole, Antenna will be attached at: _____
9. Amount of space Antenna will use on Pole: _____ (feet)
10. Provide electrical and mechanical specifications for antenna(s).
11. Provide mechanical specifications and a drawing indicating how the antenna(s) will be installed on the pole.
12. Antenna Gain: _____ dB Loss Between Transmitter and Antenna: _____ dB
13. Orientation of Antenna(s) (if directional): _____ degrees (ref : true north)
14. Describe Any Beam-Tilt: _____
15. Total number and individual size of all associated feed lines: _____
16. Provide information on how the antenna, feed lines, and radio system will be grounded (wire size, etc.)
17. Effective Radiated Power (ERP) per channel: _____ watts
18. Identify any Required RF labeling, protective clothing: _____.
19. Describe any required FAA painting and lighting: _____.
20. Does the Antenna site require registration, and if so, has Antenna site been registered with FCC and FAA?

EXHIBIT B
FEES, CHARGES AND RENTS

Effective Date: _____

Annual Pole Occupancy Rental Fee

Regulated (Section 224)	\$	/pole/year
Pre-license Survey Fee*	\$	
Make-Ready Work Charges*	\$	
Post Installation Survey Fee*	\$	

Unauthorized Access Fee Licensee shall pay as liquidated damages for safety and liability aspects of unauthorized attachments, a per-attachment fee for unauthorized attachment of \$25.00. In addition to liquidated damages, Licensee shall pay the appropriate rental amount plus late charges from the first of the year in which the contacts were installed until the time the contacts are discovered. If said date of attachment cannot be determined, Licensee shall pay the regular contract rental rate plus late charges for such attachment from the date of the prior inventory.

Late Payment Fee Late charges at the rate of one and one-half percent (1 1/2%) per month or the maximum provided by law shall accumulate and be applied to all outstanding bills not paid within sixty (60) days after receipt thereof.

* ESTIMATE

Date Revised: _____

Licensor By: _____

Title: _____

EXHIBIT C

ATTACHMENT STANDARDS

(consisting of the next 8 pages)