

EXHIBIT NM 3

TABLE 1
CHARTER'S NORTH CAROLINA AGREEMENTS:
CERTIFICATION

Charter and its affiliate TWC currently maintain 90 agreements with various North Carolina pole owners. Of those 90 agreements, **only 22** require Charter or TWC to submit post-installation certification in some manner.

- **68/90 (75.56%) of the agreements contain no provision requiring post-installation certification.**
- 5 of those agreements only require the Licensee to submit such certification **upon demand** by the pole owner.
- Only 9/90 of the agreements require that the certification be done by a Professional Engineer (PE).

Below is a list of certification provisions, where they exist:

Pole Owner	Date of Agreement	Section	Term: Certification
Albemarle EMC	10/25/2004	Sec. 4.7 Exhibit 1.11(16)	<p>“Qualifications of Employees, Agents and Contractors Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments either (i) have been certified or trained by an entity acceptable to Licensor to work in the vicinity of electric Distribution Poles or (ii) have received training with respect to work on electric Distribution Poles that is in Licensor's sole judgment at least as extensive as the training received by Licensor's employees performing similar work. Licensee shall produce proof of such certification or training upon Licensor's request.”</p> <p><u>Exhibit</u> “ Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations. Such standards shall be signed and approved by a Professional Engineer representing Licensee, confirming that Licensee's standard installations conform with the NESC and good engineering design. With respect to non-standard Attachments, Licensee's Professional Engineer shall prepare or review plans for such non-standard Attachments, and submit such plans to Licensor with a statement that</p>

Pole Owner	Date of Agreement	Section	Term: Certification
			such non-standard Attachments comply with the NESC and good engineering design.”
Blue Ridge Electric Membership Cooperation	9/1/2008	Sec. 5.9 Exhibit B-5	<p>“No more than thirty (30) days after Licensee adds the last Attachment referenced in the Application, Licensee shall send to Owner a certification by an authorized representative of the Licensee that the Attachments are of sound engineering design, fully comply with the Rules, this Agreement and the latest addition of the National Electric Safety Code, and were constructed substantially as provided in the Make Ready Engineering Plans (the "Certification"). The form of Certification is illustrated in the Rules. Within thirty (30) days of receipt of Certification, Owner shall issue the Permit authorizing Licensee's Attachments that were Certified. If Certification is not received within the thirty-day (30) period, Owner may declare the Attachment an "Unauthorized Attachment," as defined below at Article 10.”</p> <p><u>Exhibit</u> “I hereby certify that the attachments made under the above Job Number are of sound engineering design and fully comply with the National Electrical Safety Code (NESC), latest edition, Article 3 of the Agreement and the Rules and were constructed substantially as provided in the Make Ready Engineering Plans.”</p> <p>Requires Engineer’s name, signature, title, number, and licensing state.</p>
Carteret-Craven EMC	6/7/2007	Sec. 5.8	<p>“No later than thirty (30) days after the Licensee adds the Attachment covered by the Permit Application, Licensee shall send to Owner a Certification (the “Certification”) by a Registered Professional Engineer in the State of North Carolina that the Attachments are of sound engineering design and fully comply with the Rules in this Agreement and the latest edition of the NESC and were constructed substantially as provided in the Engineering Plans. The form of</p>

Pole Owner	Date of Agreement	Section	Term: Certification
			Certification is illustrated as Exhibit “B-4” of the Rules. Within thirty (30) days of receipt of Certification, Owner shall issue the Permit that will authorize Licensee’s Attachments that were Certified. The Permit form is illustrated in Exhibit ‘B-5’ of the Rules. If Certification is not received within the thirty-day (30) period, Owner may declare an Attachment an Unauthorized Attachment, as hereinafter defined.”
Edgecombe-Martin County EMC	4/28/1994	Ex. B, Sec. 17	“The Licensee shall provide a written statement, signed by a Professional Engineer representing the Licensee, that its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this agreement as outlined in Section 10, a, b, and c.”
Fayetteville Public Works Commission	9/25/2006	Art. VI(C)	“Licensee shall submit with any application for a Permit its certification that its proposed Attachments will conform to the Applicable Standards. In situations where Licensee seeks to make Attachments where there is limited access for construction (e.g., highway, river or railroad crossings), and Licensee therefore needs to make Attachments in a manner that does not conform to the above certified standards, Licensee shall submit a certificate from a qualified and experienced professional engineer attesting that the manner in which the applicant proposes to make such non-standard Attachments on or within PWC's Facilities complies with the Applicable Standards to the extent practicable and good engineering practices. Where applicable, the engineers' qualifications to perform the work described in any Application for Permit shall comport with the requirements of applicable law and this License Agreement. The engineers' qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems, or otherwise be from a list of PWC approved contractors engineers. Licensee may either utilize its

Pole Owner	Date of Agreement	Section	Term: Certification
			own professional engineer or may contract to utilize a PWC provided engineer at Licensee's expense. Within ten (10) days following completion of construction, the Permittee must submit a certificate from the same or a similarly-qualified professional engineer attesting that he has inspected the non-standard Attachments and found them to be in compliance with Applicable Standards to the extent practicable and applicable law.”
Four County Electric Membership Corporation	1/1/2004	Exhibit B (31)	“The Licensee shall provide, on demand , a written statement, signed by a registered professional engineer representing the Licensee, certifying that its facilities, including protection devices, as installed, are fully in compliance with the applicable rules of the National Electrical Safety Code (see Exhibit E), all other laws, rules, regulations, and ordinances and good engineering design. This certification shall be based upon the engineer's personal inspection and be made within 30 days after installation has been completed. Failure to comply is a ground for termination of this Agreement as outlined in Sections 11 (a), (b), and (c) of this Agreement.”
Halifax EMC	1/1/2004	Art. 5.8	“No later than thirty (30) days after Licensee adds the last Attachment for the Permit Application, Licensee shall send to Owner a Certification (the ‘Certification’) by an authorized representative of the Licensee that the attachments are of sound engineering design and fully comply with the Rules in this Agreement and the latest edition of the NESC and were constructed substantially as provided in the Engineering Plans. The form of Certification is illustrated as Exhibit ‘B-5’ of the Rules. Within thirty (30) days of receipt of Certification Owner shall issue the Permit that will authorize Licensee’s Attachments to the poles that were Certified. The Permit form is illustrated as Exhibit ‘B-6’ of the Rules.”
Jones-Onslow EMC	1/1/2005	Art. 5.8	“No later than thirty (30) days after Licensee adds the last Attachment for the Permit Application, Licensee shall send to Owner a Certificate of Compliance signed by an authorized representative of the Licensee that the Attachments are of sound engineering design and fully comply

Pole Owner	Date of Agreement	Section	Term: Certification
			with the Rules in this Agreement and the latest edition of the NESC and were constructed substantially as provided in the Engineering Plans. The form of Certificate of Compliance is illustrated as the lower portion of Exhibit B- 3 of the Rules. Within thirty (30) days of receipt of said certificate, Owner shall issue the Permit that will authorize Licensee's Attachments to the poles that were certified. The Permit form is illustrated in Exhibit B-4 of the Rules. If the Certificate of Compliance is not received within the thirty-day (30) period, Owner may declare the Attachment an Unauthorized Attachment, hereinafter defined.”
Jones-Onslow EMC	7/18/2007	Art. 5.8	“No later than thirty (30) days after the Licensee adds the Attachment covered by the Permit Application, Licensee shall send to Owner a Certification (the “Certification”) by a Registered Professional Engineer in the State of North Carolina or by an authorized representative of the Licensee that the Attachments are of sound engineering design and fully comply with the Rules in this Agreement and the latest edition of the NESC and were constructed substantially as provided in the Engineering Plans. The form of Certification is illustrated as Exhibit “B-4” of the Rules. Within thirty (30) days of receipt of Certification, Owner shall issue the Permit that will authorize Licensee’s Attachments that were Certified. The Permit form is illustrated in Exhibit ‘B-5’ of the Rules. If Certification is not received within the thirty-day (30) period, Owner may declare an Attachment an Unauthorized Attachment, as hereinafter defined.”
Lumbee River EMC	2/6/2006	Ex. B, para 25	“ The Licensee shall provide, on demand, a written statement, certifying that its facilities, including protection devices, as installed, are fully in compliance with the applicable rules of the National Electrical Safety Code, all other laws, rules, regulations, and ordinances and good engineering design. This certification shall be based upon the engineer’s personal inspection and be made within 30 days after installation has been completed. Failure to comply is a ground

Pole Owner	Date of Agreement	Section	Term: Certification
			for termination of this Agreement as outlined in Sections 11(a), (b), and (c) of this Agreement.”
Lumberton, City	1/1/2007	Ex. B, Sec. 25	<p>“The Licensee shall provide, on demand, a written statement (Exhibit F), signed by a registered professional engineer representing the Licensee. This statement, certifying that its facilities, including protection devices, as installed, are fully in compliance with the applicable rules of the National Electrical Safety Code. All other ordinances, laws, rules and regulations as set forth by the Licenser and good engineering design shall also apply. This certification shall be based upon the engineer's personal inspection and be made within 30 days after installation has been completed. Failure to comply is a ground for termination of this Agreement as outlined in Sections 11(a) and (b) of this Agreement.”</p>
Monroe, City	2005	Sec. 4(d) 5(b)	<p>Sec. 4(d): “Attachor shall deliver to the City a written certification in the form shown on Exhibit "B", attached hereto, stating that the Attachor's installed Attachments and facilities for the referenced application and permit are in full compliance with the NESC, other codes and requirements, good engineering design, and all applicable rules, regulations and requirements of this Agreement. This certification shall be made and delivered to the City within 45 days after installation has been completed. In addition, "as built" maps and drawings shall be submitted to City with this certification. Failure to comply with this certification requirement shall be an "Event of Default”.</p> <p>Sec. 5(b): “The Attachor shall also provide to the City a written certification pertaining to the work performed under every permit. This certification shall be in the same form described in Section 4 (d) of this Agreement and shown on attached Exhibit "B". The certification shall be delivered to the City within 45 days after the work has been completed, and failure to comply with this certification requirement shall be an "Event of Default”.</p>

Pole Owner	Date of Agreement	Section	Term: Certification
Newton, City	1/1/2006	Exhibit B (31) & (32)	<p>“The Licensee shall provide, on demand, a written statement, signed by a registered professional engineer representing the Licensee, certifying that its facilities, including protection devices, as installed, are fully in compliance with the applicable rules of the National Electrical Safety Code (see Exhibit E), all other laws, rules, regulations, and ordinances and good engineering design. This certification shall be based upon the engineer's personal inspection and be made within 30 days after installation has been completed. Failure to comply is a ground for termination of this Agreement as outlined in Sections 11 (a). (b). and (c) of this Agreement.”</p> <p>“The Licensor may require by Licensee at Licensee's expense, from time to time, as experience has shown necessary, a post construction survey of the pole line to insure that all attachments continue to meet clearance and loading requirements as required by the National Electrical Safety Code. A certification statement signed by a registered professional engineer, stating that all of the Licensee's facilities are in compliance with all applicable rules of the National Electrical Safety Code, all other laws, rules, regulations, and ordinances, and good utility practice will be required after this survey has been completed.”</p>
Piedmont Electric Membership Corporation	1/1/2005	Art. 5.8	<p>“No later than thirty (30) days after Licensee adds the last Attachment for the Permit Application, Licensee shall send to Owner a Certificate of Compliance (the "Certification") signed by an authorized representative of the Licensee that the Attachments are of sound engineering design and fully comply with the Rules in this Agreement and the latest edition of the NESC and were constructed substantially as provided in the Engineering Plans. The form of Certification is illustrated as Exhibit "B-5" of the Rules. Within thirty (30) days of receipt of Certification Owner shall issue the Permit that will authorize Licensee's Attachments to the poles that were Certified. The Permit form is illustrated in Exhibit "B-6" of the Rules. If</p>

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			Certification is not received within the thirty-day (30) period, Owner may declare the Attachment an Unauthorized Attachment, hereinafter defined.”
Roanoke Electric Membership Cooperation	1/1/2001	Exhibit B	“The Licensee shall provide a written statement, signed by a Professional Engineer representing the Licensee , that its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10, a, b, & c.”
Rutherford EMC	2/4/2013	Art. 5.8	“ No later than thirty (30) days after Licensee adds the last Attachment included in a specific Permit Application, Licensee shall send to Owner a Certification (the "Certification," Exhibit B-5) from either (i) a Professional Engineer (a "PE") or (ii) Licensee's construction supervisor/manager ("Supervisor") , who shall be a direct employee of Licensee knowledgeable of the NESC, the Rules and the construction plans, stating that the Attachments are of sound engineering design and fully comply with the Rules in this Agreement and the latest edition of the NESC and were constructed substantially as provided in the Make Ready Construction Works plans. Such Certification shall extend to all of the Attachments added, unless with the written agreement of the Owner such Certification may be made on the basis of a random survey of a number of the Attachments designated by the Owner. Such time frame for Certification may be extended by Owner, provided that Licensee shall make a written request for such extension to a new time-certain, and is diligently pursuing its work. Within thirty (30) days of receipt of said Certification, Owner shall issue the Permit (Exhibit B-6) that will authorize Licensee's Attachments to the poles that were so certified.”

Pole Owner	Date of Agreement	Section	Term: Certification
Rutherford EMC	1/1/2014	Sec. 5.8	<p>“No later than thirty (30) days after Licensee adds the last Attachment included in a specific Permit Application, Licensee shall sent to Owner a Certification (the ‘Certification,’ Exhibit B-5) from either (i) a Professional Engineer (a ‘PE’) or (ii) Licensee’s construction supervisor/manager (“Supervisor”), who shall be a direct employee of Licensee knowledgeable of the NESC, the Rules and the construction plans, stating that the Attachments are of sound engineering design and fully comply with the Rules in this Agreement and the latest edition of the NESC and were constructed substantially as provided in the Make Ready Construction Works plans. Such Certification shall extend to all of the Attachments added, unless with the written agreement of the Owner such Certification may be made on the basis of a random survey of a number of the Attachments designated by the Owner. Such time frame for Certification may be extended by Owner, provided that Licensee shall make a written request for such extension to a new time-certain, and is diligently pursuing its work. Within thirty (30) days of receipt of said Certification, Owner shall issue the Permit (Exhibit B-6) that will authorize Licensee’s Attachments to the poles that were so certified.”</p>
South River EMC	8/17/2016	Sec. 5.8	<p>“No later than thirty (30) days after Licensee adds the last Attachment permitted under an Application, Licensee shall send to Owner a certification (the ‘Certification’) by an Authorized Representative of the Licensee in the form of the bottom portion of Exhibit B-3 stating that the Attachments are of sound engineering design and fully comply with the Rules and the latest edition of the NESC and were constructed substantially as provided in the Engineering Plans. For purposes of this Agreement, the term ‘Authorized Representative’ shall be any employee or contractor of Licensee that the Owner has approved in writing as having adequate knowledge of and experience with the NESC, such approval not to be unreasonably withheld. Notwithstanding the foregoing, the Parties agree that Licensee’s construction personnel at the</p>

Pole Owner	Date of Agreement	Section	Term: Certification
			Construction Manager level or higher shall be deemed preapproved. Within thirty (30) days of receipt of said Certification, Owner shall issue a Permit in the form attached as Exhibit B-4 that will authorize Licensee's Attachments to the poles that were certified. If the Certification is not received within the thirty-day (30) period, Owner may declare the Attachment an Unauthorized Attachment."
Sury-Yadkin EMC	1/1/2004	Exhibit B (31) & (32)	<p>"The Licensee shall provide, on demand, a written statement, signed by a registered professional engineer representing the Licensee, certifying that its facilities, including protection devices, as installed, are fully in compliance with the applicable rules of the National Electrical Safety Code, all other laws, rules, regulations, and ordinances and good engineering design. This certification shall be based upon the engineer's personal inspection and be made within 30 days after installation has been completed. Failure to comply is a ground for termination of this Agreement as outlined in Sections 11(a), (b), and (c) of this Agreement."</p> <p>"The Licensor may require by Licensee at Licensor's expense, from time to time, as experience has shown necessary, a post construction survey of the pole line to insure that all attachments continue to meet clearance and loading requirements as required by the National Electrical Safety Code. A certification statement signed by a registered professional engineer, stating that all of the Licensee's facilities are in compliance with all applicable rules of the National Electrical Safety Code, all other laws, rules, regulations, and ordinances, and good utility practice will be required after this survey has been completed."</p>
Surry-Yadkin EMC	1/1/2006	Ex. B para. 25	" The Licensee shall provide, on demand, a written statement, signed by an officer of the Licensee, certifying that its facilities , including protection devices, as installed, are fully in compliance with the applicable rules of the National Electrical Safety Code, all other laws, rules, regulations, and ordinances and good engineering design. This certification shall be made within 30 days after installation has been

Pole Owner	Date of Agreement	Section	Term: Certification
			completed. Failure to comply is a ground for termination of this Agreement as outlined in Sections 11(a), (b), and (c) of this Agreement.”
Tideland Electric Member	3/6/2001	Sec. 19	“It is understood and agreed to between the parties that Licensee shall furnish to Licensor within ninety (90) days after the execution of this agreement a detailed sketch or map upon which will be shown the precise locations by streets or roads of the joint use poles covered by this agreement, showing the facilities installed or to be installed upon the joint use poles and the pole numbers upon which these facilities are to be attached. Such sketch or map shall be reviewed by, and approved, commented upon, or rejected by the engineers of Licensor, and Licensee agrees to make any and all such changes in said sketch or map as are suggested by said engineers. Licensee shall not begin the installation of any facilities covered by this agreement until engineering approval by Licensor is granted.”
Wilson, City	11/18/2005	Sec. 10	“Licensee shall (a) make written application of Licensor, at Licensor's business office, City Hall or other designated places (b) present Exhibit D "Application for Electric Service" and (c) submit an approved certificate of electrical inspection for each and every point of delivery desired; after which Licensor's designated representative will make the electrical connection between the two respective systems.”

TABLE 2
CHARTER'S NORTH CAROLINA AGREEMENTS:
OVERLASHING

Charter and its affiliate TWC currently maintain 90 agreements with various North Carolina pole owners. Of those 90 agreements, **only 27** include any provision that covers overlashing.

- **65/90 (72.00%) agreements do not require notice or a permit for overlashing.**
- 19/90 agreements require prior written notice (between 48 hours and 30 days) or notice after-the-fact.
- Only 6/90 agreements require a new permit to overlash.

Below is a list of the overlashing provisions, where they exist.

Pole Owner	Date of Agreement	Section	Term: Overlashing
Albemarle EMC	10/25/2004	Sec. 6.6	"Licensee may Overlash its own existing Attachments. Each Any [sic] proposed Overlashing by Licensee shall constitute a separate Attachment subject to the Application process and all other provisions of this Agreement."
Blue Ridge Electric Membership Corporation	9/1/2008	Art. 7.1	"Licensee may not overlash to its existing facilities unless Licensee first follows the Process for Permitting Attachments set out in Article 5. Licensee must pay Owner the Application Fee, the Make Ready Engineering Fee and Cost of Make Ready Construction Work. However, Licensee shall not be obligated to pay any additional annual Attachment Fee for overlashing to Licensee's existing facilities."

Pole Owner	Date of Agreement	Section	Term: Overlashing
Carolina Power & Light	5/1/1995	Art 9.6	“Cable Operator shall notify CP&L in writing at least thirty (30) days prior to the rebuilt, upgrade or overlashing of its facilities. . . . It is understood and agreed that the overlashing by Cable Operator of coaxial or fiber optic cable to an existing cable support strand shall not require the issuance of a new permit if (a) permits have previously been issued for pole attachments for the cable support strand, (b) the overlashing will not require the attachment of any additional facilities on the poles, and (c) the overlashing will not violate nor cause Cable Operator’s facilities upon completion of the overlashing to violate then current CP&L specifications as they apply to safety and pole attachments (which specifications shall be reasonable and applied to all users of the poles on a non-discriminatory basis), the NESC, or the rules and requirements of any governmental authority having jurisdiction over such attachments.”

Pole Owner	Date of Agreement	Section	Term: Overlashing
Carteret-Craven EMC	11/29/2007	Art. 7.1, 7.2, & 7.5	<p>“Licensee may overlash its Attachments where such activity will not cause the Attachment to become Non-Compliant with the NESC and the Rules. Licensee must provide upon Owner’s request a certification from a Registered Professional Engineer in the State of North Carolina or authorized representative of Licensee stating that the new attachments are compliant and that the overlashing did not cause such facilities to become Non-Compliant. If the Licensee’s Engineer or representative or Owner determines that overlashing resulted in the Attachment becoming Non-Compliant, then the requirements specified in Article 11 apply.”</p> <p>“There shall be no additional annual Attachment Fee for overlashing of Licensee’s existing facilities.”</p> <p>“Licensee shall notify Owner in writing of all new overlashings no later than thirty (30) days after the end of the month in which the attachment was overlashd. The notice shall contain the pole number, location, type of overlash any facilities overlashd, and the date of overlash.”</p>
Community Electric Cooperative	1/1/2003	Sec. 1(a)	<p>“Before placing new cables, wires and appliances or new attachments on any pole or poles of Electric Company, Licensee shall make application and receive a permit therefor in the form of Exhibit A, attached hereto and made a part hereof, provided in the case of overlashing, Licensee shall be entitled to provide Electric Company with advance notice of its planned overlashing work via electronic notification or other such expedient means. The granting of such permits shall be at the reasonable discretion of Electric Company in accordance with the requirements set forth in this Agreement, but shall not be unreasonably withheld or delayed.”</p>

Pole Owner	Date of Agreement	Section	Term: Overlashing
EnergyUnited EMC	7/31/2016	Art. 4(a)(ii)	<p>“Notwithstanding the foregoing, Licensee may overlash its Pole Attachments without obtaining prior approval from Licensor, provided that Licensee believes in good faith and after appropriate investigation that there are no preexisting violations of the requirements of Section 3 of the Agreement, such overlashings shall themselves comply with the terms and conditions of the Agreement, and such overlashings shall not overburden the Joint Use Pole, and further provided Licensee submits prior written notice of proposed overlashings at least 15 days to Licensor, in the form of Exhibit ‘F,’ which includes (1) the size, weight per foot, and number of wires or cables to be overlashed; and (2) maps of the proposed overlash route, including pole numbers. Notwithstanding the foregoing, for projects involving the overlashing of 5 or few poles, Licensee shall provide at least forty-eight (48) hours prior written notice to Licensor containing the information specified above and using Exhibit F. Licensor may perform a post-overlash inspection of Licensee’s overlashing on poles Licensor deems critical to its distribution system in its reasonable discretion and Licensee shall pay for the actual cost incurred.”</p>
Fayetteville Public Works Commission	9/25/2006	Art. II(M)	<p>“Overlashing, by Licensee or its Affiliates. Before Overlashing on an existing Attachment as part of a planned upgrade or rebuild, Licensee or its Affiliate(s) must obtain a Permit. For routine maintenance, emergency situations, or new service drops where prior notification is impractical, no Permit shall be required and Licensee shall provide notification within ten (10) business days of such activity. Overlashing performed by or on behalf of Licensee or its Affiliate(s) shall not increase the Annual Attachment Fee paid by said Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Overlashing
Gastonia, City	5/20/2015	Art. 2.1	“Notwithstanding the foregoing, Licensors agrees that a permit application shall not be required for Licensee to perform overlashing; Licensee shall provide Licensors with five (5) days advance notice of any overlashing.”
Halifax EMC	1/1/2004	Art. 7.1	“Licensee may overlash to its attachment(s) where such activity will not cause the attachment to become non-compliant. There shall be no additional annual Attachment Fee for overlashing of Licensee’s existing facilities. If the Owner determines that overlashing resulted in the attachment becoming non-compliant, then the requirements specified in Article 11 apply.”
Jones-Onslow EMC	1/1/2005	Art. 7.1, 7.2, and 7.5	<p>“Licensee may overlash its Attachments where such activity will not cause the Attachment to become Non-Compliant. Prior to any overlashing that would cause such facilities to become Noncompliant, Licensee shall notify Owner of the Construction Work, and Licensee and Owner shall follow the requirements specified in Article 5 herein. If the Owner determines that overlashing resulted in the Attachment becoming Non-Compliant, then the requirements specified in Article 11 apply.”</p> <p>“There shall be no additional annual Attachment Fee for overlashing of Licensee's existing facilities.”</p> <p>“Licensee will notify Owner in writing of all new overlashings no later than twenty-five (25) days after the end of the month in which the Attachment was overlashed.”</p>

Pole Owner	Date of Agreement	Section	Term: Overlashing
Jones-Onslow EMC	6/7/2007	Art. 7.1 7.2, 7.5	<p>“Licensee may overlash its Attachments where such activity will not cause the Attachment to become Non-Compliant with the NESC and the Rules. Licensee must provide upon Owner’s request a certification from a Registered Professional Engineer in the State of North Carolina or authorized representative of Licensee stating that the new attachments are compliant and that the overlashing did not cause such facilities to become Non-Compliant. If the Licensee’s Engineer or representative or Owner determines that overlashing resulted in the Attachment becoming Non-Compliant, then the requirements specified in Article 11 apply.”</p> <p>“There shall be no additional annual Attachment Fee for overlashing of Licensee’s existing facilities.”</p> <p>“Licensee will notify Owner in writing of all new overlashings no later than thirty(30) days after the end of the month in which the Attachment was over lashed. The notice shall contain the pole number, location, type of overlash, any of the facilities overlashed, and date of overlash.”</p>
Kings Mountain, Town	2/1/2007	Art. 1	<p>“Notwithstanding anything to the contrary in this agreement, prior permission of Licensor shall not be required before Licensee may attach service drop cables or overlash its existing facilities with additional Licensee facilities, so long as, with respect to overlashing, Licensee provides advance notice of such overlashing to Licensor and so long as the overlashed facilities comply with the specifications set forth in Section 3 hereof.”</p>
Landis, Town	1/1/2015	Art. 2.1	<p>“The Parties agree Licensee shall not be required to submit a permit application in order to perform routine maintenance, including replacement of cables or overlashing; however, Licensee shall provide Licensor with five (5) days advance notice of any overlashing.”</p>

Pole Owner	Date of Agreement	Section	Term: Overlashing
Laurinburg, City	1/1/2015	Art 2.1	“The Parties agree Licensee shall not be required to submit a permit application in order to perform routine maintenance, including replacement of cables or overlashing; however, Licensee shall provide Licensors with five (5) days advance notice of any overlashing. ”
Lumberton, City	4/16/2003	Art. 8.6	“ Licensee shall notify City in writing at least thirty (30) days prior to the Rebuild/Upgrade or overlashing of its Facilities for which it holds a valid permit.”
Monroe, City	2005	Sec. 3(g)	“Any overlashing of Attachor's Attachments shall require 30-days prior written notice to the City, and any overlashing must comply with all rules, regulations, and requirements of this Agreement. At the completion of the over lashing, Attachor shall submit to City the certification contained in Exhibit B2.”
New Bern, City	7/1/2008	Art. 2.8	“Licensee may overlash additional cables and equipment to existing Licensee facilities without an additional and separate Attachment Permit for the overlashed attachment.”
Piedmont Electric Membership Corp.	1/1/2005	Art. 7.1, 7.2, & 7.5	<p>“Licensee may overlash its Attachments where such activity will not cause the Attachment to become Non-Compliant. Prior to any overlashing that would cause such facilities to become Non-Compliant, Licensee shall notify Owner of any necessary Construction Work, and Licensee and Owner shall follow the requirements specified in Article 5 herein. If the Owner determines that overlashing resulted in the Attachment becoming Non-Compliant, then the requirements specified in Article 11 apply.”</p> <p>“There shall be no additional annual Attachment Fee for overlashing of Licensee's existing facilities.”</p> <p>“Licensee will notify Owner in writing of all new overlashings no later than twenty-five (25) days after the end of the month in which the Attachment was overlashed.”</p>

Pole Owner	Date of Agreement	Section	Term: Overlashing
Red Springs, Town	1/1/2015	Art. 2.1	“Notwithstanding the foregoing, Town agrees that a permit application shall not be required for Licensee to perform overlashing; Licensee shall provide Town with five (5) days advance notice of any overlashing. ”
Rutherford EMC & Charter	2/4/2013	Art. 7.1, 7.2	<p>“Licensee shall apply to Owner for a separate Permit for each permitted attachment which will be overlashed, and pay a separate Application Fee for the overlash Attachment(s). Licensee may overlash its Attachment(s) where such activity will not cause the Attachment to become non-compliant with the NESC, this Agreement or any applicable Rules or regulations. Upon completing an overlash Attachment, the Licensee shall provide a Certification from a Professional Engineer or Supervisor, as described in Article 5, in accordance with Section 5.8 relating to such overlashing and the Attachment(s) which have been overlashed. If the Owner determines that the overlashing Attachment(s) is non-compliant or has resulted in an overlashed Attachment becoming non-compliant, then the requirements for noncompliant Attachments specified in Article 11 shall apply to each such overlash Attachment(s) and the overlashed Attachment(s).”</p> <p>“There shall be no additional annual Attachment Fee for overlashing of Licensee's existing facilities.”</p>

Pole Owner	Date of Agreement	Section	Term: Overlashing
Rutherford EMC	1/1/2014	Art. 7.1 & Art. 7.2	<p>“Licensee shall apply to Owner for a separate Permit for each permitted attachment which will be overlashed, and pay a separate Application Fee for the overlash Attachment(s). Licensee may overlash its Attachment(s) where such activity will not cause the Attachment to become non-compliant with the NESC, this Agreement or any applicable Rules or regulations. Upon completing an overlash Attachment, the Licensee shall provide a Certification from a Professional Engineer or Supervisor, as described in Article 5, in accordance with Section 5.8 relating to such overlashing and the Attachment(s) which have been overlashed. If the Owner determines that the overlashing Attachment(s) is non-compliant or has resulted in an overlashed Attachment becoming non-compliant, then the requirements for Non-Compliant Attachments specified in Article 11 shall apply to each such overlash Attachment(s) and the overlashed Attachment(s).</p> <p>“There shall be no additional annual Attachment Fee for overlashing of Licensee’s existing facilities.”</p>
Selma, Town	2/2/2015	Art. 2.1	<p>“Notwithstanding the foregoing, Town agrees that a permit application shall not be required for Licensee to perform overlashing; Licensee shall provide Town with five (5) days advance notice of any overlashing.”</p>

Pole Owner	Date of Agreement	Section	Term: Overlashing
South River EMC	8/17/2016	Art. 7.1 & .2	<p>“Licensee may overlash its Attachment(s) without applying for a separate permit where such activity will not cause the Attachment to become non-compliant with the applicable specifications in Section 3 above. Licensee shall provide Owner with prior written notice by providing a Certification from an Authorized Representative, as provided in accordance with Exhibit [b-3], relating to such overlashing and the Attachment(s) which have been overlashed. For projects involving five (5) or fewer poles, Licensee shall provide at least 48 hours prior written notice and for projects involving more than five poles, Licensee shall provide at least fifteen (15) days prior written notice to Owner. If Owner reasonably determines that the overlashed Attachment(s) is non-compliant or has resulted in an overlashed Attachment becoming non-compliant, then the requirements in Section 11 will apply. If the Licensee seeks to overlash and determines that there are pre-existing NESC or violations of the applicable requirements of Exhibit B on the pole, then Licensee shall notify Owner of such preexisting violation and the Licensor shall bring the pole into compliance promptly. In the event that the preexisting violation was caused by Licensee, Licensee shall pay for the actual Costs incurred by Owner to bring the pole into compliance. In the event that it is unclear which party caused the preexisting violation, Owner and Licensee shall allocate the cost of bringing the violation into compliance pro rata based on the number of parties on the pole.”</p> <p>“There shall be no additional annual Attachment Fee for overlashing of Licensee’s existing facilities.”</p>

Pole Owner	Date of Agreement	Section	Term: Overlashing
Surry-Yadkin EMC	1/1/2006	Art. IV(a)	“Licensee may overlash its Pole Attachments without obtaining approval from Licensee pursuant to Exhibit ‘C’, provided Licensee submits written notice, in the form of Exhibit ‘C’, to Owner within thirty (30) days of overlashing. ”
Tri-County EMC	1/1/2009	Art. 4	“Before Licensee shall make use of the EMC Poles under this Agreement, including Overlashing, it shall comply with the requirements set forth herein. Appendix A shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, or (ii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Appendix A. When transmittal is by US mail, the Licensee will also send an electronic mail message, return receipt requested, to EMC as notice that the permit information is being carried by the US mail, and to notify the EMC of the impending fifteen (15) business day interval to respond to Licensee's permit. This is to prevent disputes regarding the fulfillment of the fifteen (15) business day interval below, and to avoid imposition of the ‘Unauthorized Attachment Fee.’”

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Pole Owner	Date of Agreement	Section	Term: Overlashing
Tri-County EMC	1/1/2014	Art. 7.1 & 7.2	<p>“Licensee may overlash its Attachments without applying for a separate permit where such activity will not cause the Attachment to become Non-Compliant as defined in Article 11 below. Upon completing an overlash Attachment, the Licensee shall notify Owner by providing a Certification from an Authorized Representative, as provided and in accordance with Section 5.8, relating to such overlashing and the Attachment(s) which have been overlashed. If the Owner reasonably determines that the overlashing Attachment(s) is non-compliant or has resulted in an overlashed Attachment becoming non-compliant, then the requirements for Non-Compliant Attachments specified in Article 11 shall apply. If the Licensee seeks to overlash and determines that there are pre-existing NESC or violations of the Rules on the pole, then Licensee shall notify Owner of such preexisting violation and the Owner shall bring the pole into compliance promptly.”</p> <p>“There shall be no additional annual Attachment Fee for overlashing of Licensee’s existing facilities.”</p>
Wilson, City	1/1/2016	Art. 2	<p>“The foregoing notwithstanding, Licensee may overlash its equipment to existing attachments on Licensor Poles without making prior application or receiving a permit therefor so long as Licensee provides Licensor with 30 days’ prior notice to Licensor for projects involving 20 or more poles, and 5 days’ prior notice to Licensor for projects involving fewer than 20 poles.”</p>

TABLE 3
CHARTER'S NORTH CAROLINA AGREEMENTS:
UNAUTHORIZED ATTACHMENT PENALTY

Charter and its affiliate TWC currently maintain 90 agreements with various North Carolina pole owners. Of those 90 agreements, only 48 authorize financial penalties for unauthorized attachments.

- **41/90 agreements do not authorize financial penalties for unauthorized attachments.**
- About **half** the time these penalties are tied to the **then current annual attachment rate** or they charge (only) retroactive rent.
- 13/90 cap the penalty at five years of rental payments if no date of installation can be determined, while others prescribe a system of pro-rating the penalties over the years since the last inventory.
- Of the agreements that prescribe a set dollar amount penalty, **the penalties vary greatly from contract to contract**, running from \$3.00 to \$150.00.

Below is a list of the unauthorized attachment penalty provisions, where they exist:

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Ablemarle EMC	10/25/2004	Sec. 10.1	<p>“Licensee shall pay to Licensor an Unauthorized Attachment Fee within thirty (30) days of notification of each Unauthorized Attachment. Licensor may require that such Unauthorized Attachment be removed by Licensee, or Licensor itself may remove the Unauthorized Attachment without liability, at Licensee's expense. The Unauthorized Attachment Fee shall be in addition to any and all other applicable fees, including without limitation, Pole Attachment Rental Fees due and payable for the current year and all prior year in which the Unauthorized Attachment existed. Nothing herein shall act to limit any other remedies, including a remedy for trespass, that may be available to Licensor as a result of any Unauthorized Attachment.”</p> <p>“Unauthorized Attachment Fee- \$15.00 per Unauthorized Attachment.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Alltell Communications Inc	5/15/1997	Art. X(b)	<p>“If any cable, equipment or facilities of Licensee shall be found on a pole for which no license is outstanding, Licensors, without prejudice to its other rights or remedies under this Agreement or otherwise, may (1) impose a charge, and (2) require Licensee to remove such cable, equipment or facilities forthwith or Licensors may remove them without liability and the expense of removal shall be borne by Licensee. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of two (2) years prior to its discovery or for the period beginning with the date of this Agreement, whichever period shall be the shorter; and the fee, at the appropriate rate shown in Appendix I shall be due and payable forthwith. Any such fee imposed by Licensors shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Licensors with regard to said fee or said unlicensed use shall be deemed as a ratification or the licensing of the unlicensed use, and if any license in the form of Exhibit B should subsequently be issued, after application and payment of the application fee therefore, said license shall not operate retroactively or constitute a waiver of Licensors of any of its rights or privileges under this Agreement or otherwise.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Atlantic Telephone Membership Corporation	7/29/1986	Art. XII	<p>“(A) If any of Licensee's communications facilities shall be found attached to Licensor's poles or in Licensor's conduit system for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after the date of written notification from Licensor of the unauthorized attachment or occupancy, a pole attachment or conduit occupancy license application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized attachment or occupancy within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's communications facilities without liability, and the expense of such removal shall be borne by Licensee. The indemnity obligations of Licensee contained in Article XIV hereof shall apply to removals by Licensor pursuant to this paragraph.”</p> <p>“(B) For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole attachment or conduit occupancy shall be treated as having existed for a period of 2 years prior to its discovery or for the period beginning with the date on which Licensee was initially authorized to attach facilities of the same communications system to poles or occupy the conduit system, whichever period shall be the shorter; and the fees and charges as specified in APPENDIX I, shall be due and payable forthwith whether or not Licensee is permitted to continue the pole attachment or conduit occupancy.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Blue Ridge Electric Membership Cooperation	9/1/2008	Art. 10.1	<p>“Any of Licensee's Attachments placed after the Commencement Date that are not Permitted or under application for a Permit pursuant to Article 5 shall be considered an "Unauthorized Attachment." When discovered, Owner will notify Licensee of the Unauthorized Attachment using the form attached hereto as Exhibit B-10. Licensee shall pay Owner an Unauthorized Attachment Discovery Fee in the amount listed in Exhibit C for each pole containing an Unauthorized Attachment. Within thirty (30) days after receiving notification of an Unauthorized Attachment, Licensee shall remove such Unauthorized Attachment or shall make Application for a Permit pursuant to Article 5.”</p> <p>“Unauthorized Attachment Discovery Fee: \$150.” “Unauthorized Attachment Daily Fee: \$5.00”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Cape Hatteras EMC	1/9/2004	Sec. 4.4, 12.3	<p>“If the Licensee places any of its attachments on poles or anchors of the Cooperative without approval, either through approved application or the monthly blanket permit for service drop attachments to lift poles, and the Cooperative discovers and notifies the Licensee of same, the Licensee shall either make immediate application for attachment or shall remove its attachments from the unapproved poles or anchors within forty-eight (48) hours of notification. If immediate application is made to and rejected by the Cooperative, the Licensee shall remove its attachments within forty eight (48) hours of receiving notice of the application rejection. If the Licensee removes its attachments from the unapproved poles or anchors, the attachments may not be reinstalled until application for the attachment has been made to and approved by the Cooperative. If the Licensee is required to and does not remove its attachments within the forty eight (48) hour timeframe, the Cooperative, may at its option and the licensee's expense, remove the Licensee's attachments.”</p> <p>“If the Cooperative completes a pole attachment inventory of the Licensee's attachments in accordance with Section 10 of this Agreement and finds that the total number of pole and anchor attachments is greater than or less than the number reflected in current records of the Cooperative, the records of the Cooperative will be adjusted to reflect the number of pole and anchor attachments based on the completed inventory, and said records will be used for future attachment invoicing. Retroactive invoicing for attachment discrepancies will be calculated by dividing the difference between the actual number of pole and anchor attachments and those reflected by current Cooperative records by the number of years since the last field inventory or the date of this Agreement, whichever is later, times the annual rental rate in effect for that year plus simple interest, based on the IRS statutory rate for underpayment of income taxes. In addition, the Licensee shall be assessed an unauthorized attachment charge of twenty-five dollars (\$25) per attachment for attachment discrepancies that exceed the actual number of pole and anchor attachments by more than two (2%) percent as verified by the field inventory.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Carolina Power & Light	5/1/1995	Sec. 14.1 & 14.3	<p>“Any Cable Operator’s attachment to a CP&L pole made without a permit is an unauthorized attachment. Subject to the provisions of Section 9.4, an unauthorized attachment maybe subject to immediate removal by CP&L when such attachment may endanger property or the safety of any person or interfere with the performance of any service obligation of CP&L or other pole users. For any unauthorized attachment that CP&L allows to remain, CP&L will provide written notice to Cable Operator allowing 30 days for Cable Operator to either remove or submit an application to permit the unauthorized attachment. If the unauthorized attachment has not been removed or the application has not been received within the 30 days notice time, CP&L shall have the right to remove the unauthorized attachment and Cable Operator will reimburse CP&L for its cost in so doing.”</p> <p>“For each unauthorized attachment to a CP&L pole, Cable Operator agrees to pay CP&L a \$15.00 charge plus the pole rental for each calendar year or portion thereof from the year the unauthorized attachment was installed up to and including the year said attachment was discovered by CP&L. In the absence of proof by Cable Operator, satisfactory to CP&L, of the year of installation of said attachment, the maximum number of years such charge and rental will be applied is three (3) years, but in no event earlier than the previous inventory. However, in so doing, CP&L will prorate the total sum of the \$15 charge and the pole rental over the appropriate number of years or from the previous inventory, whichever is earlier. Said total sum represents damages to Cable Operator to ensure that all attachments are made in accordance with this Agreement and in compliance with CP&L’s construction specifications and the NESC, and CP&L’s loss of pole rental. Said total sum shall be paid to CP&L by Cable Operator whether or not Cable Operator is subsequently permitted by CP&L to continue the attachment. CP&L may increase the charge portion by advance written notice to Cable Operator, provided that CP&L increases said charge for all cable television operators utilizing CP&L’s poles and provided further that CP&L may not increase such charge portion more often than once in any twelve (12) month period.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Carteret-Craven EMC		Art. 10, Ex. C	<p>“An Unauthorized Attachment is an Attachment placed after the Commencement Date without a Permit having been issued or which is not part of the work performed pursuant to Article 5 or Article 6 or Article 7. When discovered, Owner will notify Licensee of any Unauthorized Attachment in the form as set forth in Exhibit ‘B-9’.”</p> <p>“Licensee agrees to pay Owner an Unauthorized Attachment Fee, per pole, in the amount stated in Exhibit ‘C’. Licensee shall, within thirty (30) days after being notified, remove such Unauthorized Attachment of submit Application for a Permit following the provisions of Article 5.”</p> <p>“If Licensee fails to remove the Unauthorized Attachment or to submit an Application within the thirty (30) day period, Licensee shall also pay to Owner an Unauthorized Attachment Daily Fee as specified in Exhibit ‘C’, which shall continue until a Permit is issued or the Unauthorized Attachment is removed and Owner has been notified in writing.”</p> <p>“At any time after the thirty (30) days period, Owner may do either of the following: (1) Remove the Unauthorized Attachment without liability and Licensee shall pay Owner’s Cost of such removal and the Unauthorized Attachment Daily Fee shall terminate as of the date of the removal, or (2) Declare Licensee in Default in which event the provisions of Article 23 shall apply.”</p> <p>Unauthorized Attachment Fee: \$75.00 per pole Unauthorized Attachment Daily Fee: \$5.00</p>
Community Electric Cooperative	1/1/2003	Sec. 28	<p>“Should such inspections reveal any unauthorized attachments, they shall be deemed to have been in place for five years or the date of the last inspection by Electric Company of Licensee's facilities in the involved geographical area or the date of attachment, proof of which Licensee is able to provide Electric Company, whichever is later, and Licensee agrees to pay the pole rental fees due for such period at rates in effect during the applicable period of attachment. In addition for each unauthorized attachment, Licensee shall pay to Electric Company the sum of (\$40) per unauthorized attachment. Should Electric Company grant permits for such attachments to remain after any necessary rearrangements or pole changes are made under provisions of this Agreement, Licensee shall pay to Electric Company the attachment charge on the next billing after such permits are granted.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Concord Telephone Company	9/5/1980	Art. XII	<p>“(A) If any of Licensee's communications facilities shall be found attached to Licensor's poles or in Licensor's conduit system for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after the date of written notification from Licensor of the unauthorized attachment or occupancy, a pole attachment or conduit occupancy license application. If such application. is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized attachment or occupancy within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's communications facilities without liability, and the expense of such removal shall be borne by Licensee. The indemnity obligations of Licensee contained in Article. XIV hereof shall apply to removals. by Licensor pursuant to this paragraph.”</p> <p>“(B) For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole attachment conduit occupancy shall be treated as having existed for a period of 2 years prior to its discovery or for the period beginning with the date on which Licensee was initially authorized to attach facilities of the same communications system to poles or occupy the conduit system, whichever period shall be the shorter; and the fees and charges as specified in APPENDIX I [\$5.00 per pole], shall be due and payable forthwith whether or not the Licensee is permitted to continue the pole attachment or conduit occupancy.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Edgecombe-Martin County EMC	4/28/1994	Sec. 11	<p>“(a) If any of Licensee's facilities for which no license has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, require Licensee to submit, within fifteen (15) days after the date of written notification from Licensor of the unauthorized attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.”</p> <p>“(c) In addition to all other obligations hereunder, Licensee shall pay a FIFTY (\$50.00) DOLLAR fee to Licensor for each pole attached to without prior written authorization from Licensor.”</p>
EnergyUnited EMC	7/31/2016	Sec. 12	<p>“If after the completion of the Initial Audit, any of the Licensee’s cables, facilities or equipment for which no Permit has been issued shall be found attached to Licensor’s poles, or if any additional attachments for which no Permit has been issued shall be found outside the one vertical foot space of a permitted attachment, and which Licensor has identified by pole number and location (each an ‘Unauthorized Attachment’), Licensor may require Licensee to submit, within 15 days after the date of written or oral notification from Licensor of the Unauthorized Attachment, a Pole Attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its Unauthorized Attachment, or Licensor may remove such Licensee facilities without liability to Licensee and the expense of such removal shall be borne by Licensee.”</p> <p>“Except for Unauthorized Attachments discovered during the Initial Audit conducted pursuant to Section 10(e), Licensee shall pay a one-time unauthorized attachment fee equal to five (5) times the current Annual Rental Fee for each Unauthorized Attachment identified by Licensor. The Unauthorized Attachment Fee, calculated as described in this subsection, shall be rendered by Licensee together with its attachment application.”</p>
Farmville	9/17/1981	Sec. 26	<p>“Should Alert attach to any pole of the Town, whether wholly or jointly owned, without having secured a permit, Alert will pay the Town an additional \$25.00 per pole as penalty there for, in addition to any damages which may be incurred by the Town as a result thereof.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Fayetteville Public Works Commission	9/25/2006	Art. XIV	<p>“If at any time subsequent to the initial inventory described in this License Agreement, any Unauthorized Attachments are made, PWC, without prejudice to any other rights it may have, may assess an Unauthorized Attachment Penalty Fee as specified in the PWC Fee Schedule. In the event Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification thereof, PWC has the right to remove such Attachments at Licensee's expense, or seek other remedy including, but not limited to, the disconnection of electric service to the unauthorized facilities or to nearby facilities.”</p> <p>“Notwithstanding the foregoing, Licensee shall not be liable for payment of prior pole attachment or other fees or penalties for any Unauthorized Attachments which may be discovered pursuant to the initial audit; provided, however, Licensee shall comply with other terms and conditions of this Agreement and applicable law with respect to such Unauthorized Attachments.”</p>
Four County EMC	1/1/2004	Sec. 12(a)	<p>“If any of Licensee's facilities for which no Permit has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within 15 days after the date of written or oral notification from Licensor of the unauthorized license application, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Licensee shall pay a rental charge of \$100.00 per pole attachment each full year and fraction of a year from the time that the unauthorized attachment was made up to and including the time that the unauthorized attachment was discovered by Licensor. If dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the period since the last field check was made as described in Section 20. The total rental charge, calculated as described in this subsection, shall be rendered by Licensee together with its attachment application.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Four County EMC	1/1/2005	Sec. 12(a)	<p>“If any of Licensee's facilities for which no Permit has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within 15 days after the date of written or oral notification from Licensor of the unauthorized attachment, a proper pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Licensee shall pay a rental charge of three times the annual rental rate per pole for each unauthorized attachment each full year and fraction of a year from the time that the unauthorized attachment was made up to and including the time that the unauthorized attachment was discovered by Licensor. If dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the period since the last field check was made as described in Section 20. The total rental charge, calculated as described in this subsection, shall be rendered by Licensee together with its attachment application.”</p>
Gastonia, City	5/20/2015	Art. 3.3	<p>“...in the event the number of poles and/or conduit feet to which Licensee has attached its facilities differs from the number shown in Licensor records, Licensor may collect from Licensee, for each pole with an unauthorized attachment, an unauthorized attachment penalty not in excess of an amount approximately equal to the otherwise applicable annual pole and/or conduit attachment fees for the number of years since the most recent inventory or five years, whichever is less. This penalty shall be imposed in lieu of any amounts recoverable for unpaid annual fees. Within forty-five (45) days from notice by Licensor to Licensee of an unauthorized attachment, Licensee shall either apply for a permit or remove its unauthorized attachment. If Licensee fails to either apply for a permit or remove its unauthorized attachment within such forty-five (45) days, Licensor shall have the right to remove the unauthorized attachment at the sole risk and expense of Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Halifax EMC	1/4/2004	Art. 10.1 & 10.2	<p>“Any of Licensee’s Attachments placed after the Commencement Date without a Permit having been issued or that are not part of work being performed pursuant to Article 5, or as provided in Article 12 shall be considered an Unauthorized Attachment, as set forth in Exhibit ‘B-10’, (the ‘Unauthorized Attachment’). When discovered, Owner shall notify Licensee of the Unauthorized Attachment and Licensee agrees to pay Owner an Unauthorized Attachment Discovery Fee, per unauthorized attachment, in the amount stated in Exhibit ‘C’. [\$150.00]. Licensee shall, within thirty (30) days after being notified, remove such Unauthorized Attachment or shall make Application for a Permit an the provisions of Article 5 apply.”</p> <p>“If Licensee fails to remove the Unauthorized Attachment or to make Application within the thirty (30) day period, then Licensee shall pay to Owner without prejudice to Owner’s other rights under this Agreement, an Unauthorized Attachment Daily Fee as specified in Exhibit ‘C’ [\$5.00], such fee to be effective as of the date Licensee was notified of the Unauthorized Attachment is removed and Owner has been notified in writing. Furthermore, at any time after the thirty (30) day period Owner may, but is not required to, do either of the following: (1) Remove the Unauthorized attachment without liability and Licensee shall pay Owner’s Cost of such removal and the Unauthorized Attachment Daily Fee shall terminate as of the date of the removal or (2) Declare Licensee in Default and the provisions of Article 23 shall apply. Attachments that are removed by Owner may, at Owner’s option, be left where removed, stored at the expense of Licensee or disposed of by sale or otherwise with any proceeds being retained by Owner.</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Jones-Onslow EMC	1/1/2005	Art. 10.1-10.4	<p>“An Unauthorized Attachment is an Attachment placed after the Commencement Date without a Permit having been issued or that is not part of the work performed pursuant to Article 5 or Article 6 or Article 7. When discovered, Owner will notify Licensee of any Unauthorized Attachment, as set forth in Exhibit B-7.”</p> <p>“Licensee agrees to pay Owner an Unauthorized Attachment Discovery Fee, per pole, in the amount stated in Exhibit A. Licensee shall, within thirty (30) days after being notified, remove such Unauthorized Attachment or will submit Application for a Permit following the provisions of Article 5.”</p> <p>“If Licensee fails to remove the Unauthorized Attachment or to submit Application within the thirty (30) day period, then Licensee shall also pay to Owner an Unauthorized Attachment Daily Fee as specified in Exhibit A, which shall continue until a Permit is issued or the Unauthorized Attachment is removed and Owner has been notified in writing.”</p> <p>“At any time after the thirty (30) day period, Owner may remove the Unauthorized Attachment without liability and Licensee shall pay Owner's Cost of such removal and the Unauthorized Attachment Daily Fee shall terminate as of the date of the removal.”</p> <p>“Unauthorized Attachment Discovery Fee \$150.00.” “Unauthorized Attachment Daily Fee \$5.00.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Jones-Onslow EMC	7/18/2007	Art. 10	<p>“An Unauthorized Attachment is an Attachment placed after the Commencement Date without a Permit obtained pursuant to the Rules and pursuant to Article 5 or Article 6 herein or that is not part of the work performed pursuant to Article 5 or Article 6 or Article 7 herein. Owner will notify Licensee of any Unauthorized Attachment when discovered, as set forth in Exhibit B-6.”</p> <p>“Licensee agrees to pay Owner an Unauthorized Attachment Fee, per pole, in the amount stated in Exhibit A. [\$112.50] Licensee shall within thirty (30) days after being notified, remove such Unauthorized Attachment or will submit an Application following the provisions of Article 5.”</p> <p>“If Licensee fails to remove the Unauthorized Attachment or submit an Application within the thirty (30) days period, then Licensee shall also pay to Owner an Unauthorized Attachment Daily Fee as specified in Exhibit A, which shall continue until the Unauthorized Attachment is removed and Owner has been notified in writing of such removal.” [\$5.00]</p> <p>“At any time after the thirty (30) day period, Owner may remove the Unauthorized Attachment without liability and Licensee shall pay Owner’s reasonable cost of such removal and the Unauthorized Attachment Daily Fee shall terminate as of the date of the removal.”</p>
Landis, Town	1/1/2015	Art. 3.3	<p>“...in the event the number of poles and/or conduit feet to which Licensee has attached its facilities differs from the number shown in Licensor records, Licensor may collect from Licensee, for each pole with an unauthorized attachment, an unauthorized attachment penalty not in excess of an amount approximately equal to the otherwise applicable annual pole and/or conduit attachment fees for the number of years since the most recent inventory or five years, whichever is less. This penalty shall be imposed in lieu of any amounts recoverable for unpaid annual fees. Within forty-five (45) days from notice by Licensor to Licensee of an unauthorized attachment, Licensee shall either apply for a permit or remove its unauthorized attachment. If Licensee fails to either apply for a permit or remove its unauthorized attachment within such forty-five (45) days, Licensor shall have the right to remove the unauthorized attachment at the sole risk and expense of Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Laurinburg, City	1/1/2015	Art 3.3	<p>“...in the event the number of poles and/or conduit feet to which Licensee has attached its facilities differs from the number shown in Licensor records, Licensor may collect from Licensee, for each pole with an unauthorized attachment, an unauthorized attachment penalty not in excess of an amount approximately equal to the otherwise applicable annual pole and/or conduit attachment fees for the number of years since the most recent inventory or five years, whichever is less. This penalty shall be imposed in lieu of any amounts recoverable for unpaid annual fees. Within forty-five (45) days from notice by Licensor to Licensee of an unauthorized attachment, Licensee shall either apply for a permit or remove its unauthorized attachment. If Licensee fails to either apply for a permit or remove its unauthorized attachment within such forty-five (45) days, Licensor shall have the right to remove the unauthorized attachment at the sole risk and expense of Licensee.”</p>
Lumbee River EMC	2/6/2006	Art. 12(a)	<p>“If any of Licensee’s facilities for which no Permit has been issued shall be found attached to Licensor’s poles (an ‘Unauthorized Pole Attachment’), Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of Licensor’s written or oral notification to Licensee of the unauthorized Pole Attachment, a Permit application. If Licensee fails to submit such an application within the specified time period, Licensor may require that Licensee immediately remove its unauthorized Pole Attachment. Licensee shall pay an Unauthorized Pole Attachment fee of \$50.00 per Pole Attachment each full year and fraction of a year from the time that the Unauthorized Pole Attachment was made up to and including the time that the Unauthorized Pole Attachment was discovered by Licensor. If the initial date on which the Unauthorized Pole Attachment was made cannot be determined, the Unauthorized Pole Attachment shall be presumed to have occurred on the day following the last joint audit was made as described in Section 10(b). The Unauthorized Pole Attachment fee, calculated as described in this subsection, shall be rendered by Licensee together with its Permit application.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Lumberton, City	1/1/2007	Sec. 12	“(a) If any of Licensee's facilities for which no has been issued shall be found attached to Licensors poles, Licensors may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within 15 days after the date of written or oral notification from Licensors of the unauthorized attachment, an Application and Permit for Pole Attachments (Exhibit C). If such application is not received by Licensors within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensors may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Licensee shall pay a rental charge equal to the annual Pole Attachment Fee in effect per pole attachment each full year and fraction of a year from the time that the unauthorized attachment was made up to and including the time that the unauthorized attachment was discovered by Licensors. If dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred since the date of the last field inventory. The total rental charge, calculated as described in this subsection, shall be rendered by Licensee together with its attachment application.”
Lumberton, City	4/16/2003	Art. 13.3	“For each Unauthorized Attachment to a City Pole, Licensee agrees to pay City a \$15.00 annual charge plus the pole rental for each calendar year or portion thereof from the year the Unauthorized Attachment was installed up to and including the year said City discovered Unauthorized Attachment. In the absence of proof by Licensee, satisfactory to City, of the year of installation of said Unauthorized Attachment, the maximum number of years such charge and rental will be applied is three (3) years, but in no event earlier than the previous inventory. City will prorate the \$15 annual charge and the pole rental over the appropriate number of years or from the previous Inventory, whichever is earlier. Said sum represents liquidated damages to City for Licensee’s Unauthorized Attachment. Licensee shall pay said sum to City whether or not Licensee is subsequently permitted by City to continue the Attachment.”

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Monroe, City	2005	Sec. 6	<p>“[A]ny Attachment made by Attachor without first obtaining the required permit shall be an "Unauthorized Attachment". Upon discovery of any Unauthorized Attachment, the City may, without prejudice to its other rights and remedies under this Agreement, require Attachor to submit an Application Form and a written certification for such Unauthorized Attachment using the Application Form (which includes the certification form) attached hereto as Exhibit "B". If a completed Application Form and certification are not received by City within 30 days after written notice of the Unauthorized Attachment is given to Attachor, the Attachor shall immediately remove the Unauthorized Attachment or the City may remove such Attachment without liability. In that event, the Attachor shall pay City the total amount of all removal costs.”</p> <p>“Upon receiving written notice from City of any Unauthorized Attachment, the Attachor shall pay City an additional attachment fee equal to twice the Annual Attachment Fee for the pole on which the Unauthorized Attachment was attached, from the date the Attachment was attached to that pole until the date City discovered such Attachment. The method and formula established in Section 12 of this Agreement shall be used to calculate the Annual Attachment Fee for the subject pole. If the date on which the Unauthorized Attachment was attached to the pole cannot be determined to the satisfaction of both parties, the parties agree that the installation date shall be the same date the City's last field survey covering the subject pole was completed.”</p>
Monroe, City	4/4/1980	Art. 19	<p>“If any cable or attachment of the Company shall be found on a pole for which no permit is then in effect, the City may impose a charge equal to the then effective annual rental times the number of years then elapsed since the date of the last pole inventory hereinafter described or if the first such inventory has not then been made, then the number of years then elapsed since the date of this Agreement shall be used. In addition, the Company shall pay all costs necessary to wiring poles on which unauthorized attachments are found in compliance with the specifications set forth in paragraph 3 hereof.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
New Bern, City	7/1/2008	Art. 4.1	<p>“An ‘Unauthorized Attachment’ means an attachment or any other affixing or placing of Licensee's facilities onto City property for which Licensee does not have a valid Attachment Permit. Following any Inspection and Inventory conducted pursuant to Section 3.1, 3.2 and 3.3 and for all attachments to the City facilities for which there does not exist an approved permit, Licensee shall pay City a per-pole penalty equal to the applicable annual rate, as set forth in Section 5.2 multiplied by the number of years (including fractional years) from the date of the actual attachment, provided that Licensee can reasonably establish the date of such attachment, or the applicable annual rate multiplied by the number of years from the last City inventory. In addition, Licensee shall pay the City interest at a rate of 12% per annum from the date of the actual attachment or from the date of the last City inventory, provided the Licensee cannot reasonably establish the date of the Unauthorized Attachment. Further, Licensee immediately shall submit an application for the attachment consistent with Section 2.1 of this Agreement. Payment of the Application Filing Fee specified in Section 2.3 and Simple Engineering Fee specified in Section 2.4 shall accompany the application.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Newton, City	1/1/2006	Sec.12(a)	<p>“If any of Licensee's facilities for which no Permit has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within 15 days after the date of written or oral notification from Licensor of the unauthorized license application, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Licensee shall pay a rental charge of \$100.00 per pole attachment each full year and fraction of a year from the time that the unauthorized attachment was made up to and including the time that the unauthorized attachment was discovered by Licensor. If dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same average rate per month as those installations reported throughout the period since the last audit performed in accordance with Section 10(d). The total rental charge, calculated as described in this subsection, shall be rendered by Licensee together with its attachment application.”</p>
Pee Dee EMC	9/6/1990	Art. 1	<p>“In the event Licensee's facilities are installed on Licensor's pole without prior approval of Licensor, Licensee agrees to pay a rental charge of \$15 per pole that unauthorized facilities are found to exist thereon for each calendar year or portion thereof from the year the unauthorized installation was made up to and including the year said unauthorized installation is actually discovered by the Licensor. The final determination of the year of installation of such facilities shall be in the sole discretion of Licensor, but in no even earlier than the previous inventory.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Piedmont EMC	11/1/1995	Sec. 11	<p>“If any of Licensee's facilities for which no license has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of written or oral notification from Licensor of the unauthorized attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee, or the Licensor may elect to perform any make-ready that may be required to bring such attachments into compliance. Licensee shall pay the full cost of such make-ready. The Licensor shall not be liable for any loss or damage to Licensee's facilities which may result.”</p> <p>“The Licensee shall pay retroactive rent on any unauthorized attachment based on the Licensor's best estimate of the date of original installation.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Piedmont EMC	1/1/2005	Art. 10.1-10.4	<p>“An Unauthorized Attachment is an Attachment placed after the Commencement Date without a Permit having been issued. When discovered, Owner will notify Licensee of any Unauthorized Attachment, as set forth in Exhibit "B-10".”</p> <p>“Licensee agrees to pay Owner an Unauthorized Attachment Discovery Fee, per pole, in the amount stated in Exhibit "C". Licensee shall, within thirty (30) days after being notified, remove such Unauthorized Attachment or will submit Application for a Permit following the provisions of Article 5.”</p> <p>“If Licensee fails to remove the Unauthorized Attachment or to submit Application within the thirty (30) day period, then Licensee shall also pay to Owner an Unauthorized Attachment Daily Fee as specified in Exhibit "C", which shall continue until a Permit is issued or the Unauthorized Attachment is removed and Owner has been notified in writing.”</p> <p>“At any time after the thirty (30) day period, Owner may remove the Unauthorized Attachment without liability and Licensee shall pay Owner's Cost of such removal.”</p> <p>“Unauthorized Attachment Discovery Fee: \$150.00.” “Unauthorized Attachment Daily Fee: \$5.00.”</p>
Pineville, Town	6/23/1981	Sec. 19	<p>“If any cable or attachment of the Company shall be found on a pole for which no permit is then in effect, the Town may impose a charge equal to the then effective, annual rental times the number of years then elapsed since the date of the last pole inventory hereinafter described or if the first' such inventory has not then been made, then the number of years then elapsed since the date of this Agreement shall be used. In addition, the Company shall pay all costs necessary to wiring poles on which unauthorized attachments are found in compliance with the specifications set forth in Paragraph 3 hereof. The Town and the Company shall, at their respective costs and expenses, periodically as designated by the Town, but at least every five years; visually check the entire system and inventory poles subject to this Agreement.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Randolph EMC	1/1/2006	Art. XII	“(a) If any of Licensee's facilities for which no Permit has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within 15 days after the date of written or oral notification from Licensor of the unauthorized license application, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Licensee shall pay a rental charge of three (3) times the applicable rate each full year and fraction of a year from the time that the unauthorized attachment was made up to and including the time that the unauthorized attachment was discovered by Licensor. If dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the period since the last field check was made.”
Red Springs, Town	1/1/2015	Art. 3.3	“... in the event the number of poles and/or conduit feet to. which Licensee has attached its Facilities differs from the number shown in Town records, Town may collect from Licensee, for each pole with an unauthorized attachment, an unauthorized attachment penalty not in excess of an amount approximately equal to the otherwise applicable annual pole and/or conduit attachment fees for the number of years since the most recent inventory or five years, whichever is less. This penalty shall be imposed in lieu of any amounts recoverable for unpaid annual fees. Within forty-five (45) days from notice by Town to Licensee of an unauthorized attachment, Licensee shall either apply for a permit or remove its unauthorized attachment. If Licensee fails to either apply for a permit or remove its unauthorized attachment within such forty-five (45) days, Town shall have the right to remove the unauthorized attachment at the sole risk and expense of Licensee.”

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Roanoke EMC	1/1/2001	Sec. 11	<p>“If any of Licensee's facilities for which no application has been submitted and no license has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of written or oral notification from Licensor of the unauthorized attachment, a pole attachment license application. If the application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove Licensee's facilities without liability, and the expense of the removal shall be borne by Licensee.”</p> <p>“Should Licensor discover Licensee has placed or caused to be placed any unauthorized attachments on its poles, Licensee shall pay to Licensor rental as specified in Paragraph 9 and Exhibit E, retroactive to the date such attachments were made, together with an additional unauthorized attachment fee for each attachment as specified in Exhibit E unless Licensee submits prompt application therefore in accordance with Section 11(a). Should Licensor grant permits for such attachments to remain, the unauthorized attachment fees shall not be waived and the rental fees, charges and rates as per Paragraph 9 of this Agreement and Exhibit E shall apply.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Rutherford EMC	2/4/2013	Sec. 10 Exhibit C	<p>“Upon receipt of Exhibit B-8, Licensee will have a reasonable opportunity to verify that the Unauthorized Attachments contained. on Exhibit B-8 are Licensee's. Licensee and Owner shall cooperate during the verification process. Such verification process shall not extend past 45 days for a list of less than 25 Unauthorized Attachments. For Lists of 25 and more Unauthorized Attachments, Licensee shall meet with Owner within 45 days of receipt of Exhibit B-8 to schedule a reasonable verification process timeline. Licensee will notify Owner upon completion of the verification process. Except for Unauthorized Attachments identified in the 2012 Inventory, Licensee agrees to pay Owner an Unauthorized Attachment Fee, per pole, in the amount stated in Exhibit C for each verified Unauthorized Attachment. Except for Unauthorized Attachments identified in the 2012 Inventory, Licensee will either remove any verified Unauthorized Attachment(s) or will submit an Application for a Permit in accordance with Article 5. The number of Attachments identified in the 2012 Inventory will be the baseline for subsequent inventories.”</p> <p>“Per pole, five (5) times the current attachment fee for the year in which the Unauthorized Attachment is found.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Rutherford EMC	1/1/2014	Art 10	<p>“Any of Licensee’s Attachments placed after the Initial Inventory without a Permit having been issued that is not part of work being performed pursuant to Article 5 or Article 6 or Article 7 herein, shall be deemed an Unauthorized Attachment. When discovered by Owner, including the Initial Inventory, Owner shall notify Licensee of any Unauthorized Attachment by way of a notice in the form of Exhibit B-8.”</p> <p>“Upon receipt of Exhibit B-8, Licensee will have a reasonable opportunity to verify that the Unauthorized Attachments contained on Exhibit B-8 are Licensee's. Licensee and Owner shall cooperate during the verification process. Such verification process shall not extend past 45 days for a list of less than 25 Unauthorized Attachments. For lists of 25 and more Unauthorized Attachments, Licensee shall meet with Owner within 45 days of receipt of Exhibit B-8 to schedule a reasonable verification process timeline. Licensee will notify Owner upon completion of the verification process. Except for Unauthorized Attachments identified in the Initial Inventory, Licensee agrees to pay Owner an Unauthorized Attachment Fee, per pole, in the amount stated in Exhibit C for each verified Unauthorized Attachment. [Per pole, five (5) times the current attachment rate for the year in which the Unauthorized Attachment is found.] Except for Unauthorized Attachments identified in the Initial Inventory, Licensee will either remove any verified Unauthorized Attachment(s) or will submit an Application for a Permit in accordance with Article 5. The number of Attachments identified in the Initial Inventory will be the baseline for subsequent inventories.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Selma, Town	12/11/2014	Art. 3.3	<p>“ . . . in the event the number of poles and/or conduit feet to which Licensee has attached its Facilities differs from the number shown in Licensor records, Licensor may collect from Licensee, for each pole with an unauthorized attachment, an unauthorized attachment penalty not in excess of an amount approximately equal to the otherwise applicable annual pole and/or conduit attachment fees for the number of years since the most recent inventory or five years, whichever is less. This penalty shall be imposed in lieu of any amounts recoverable for unpaid annual fees. Within forty-five (45) days from notice by Licensor to Licensee of an unauthorized attachment, Licensee shall either apply for a permit or remove its unauthorized attachment. If Licensee fails to either apply for a permit or remove its unauthorized attachment within such forty-five (45) days, Licensor shall have the right to remove the unauthorized attachment at the sole risk and expense of Licensee.”</p>
Skyline Telephone Membership Corporation	11/1/1989	Sec. 8	<p>“If Licensee is found to have at any time made an unauthorized attachment to Owner's pole or poles, said Licensee shall pay to said Owner the sum of \$10.00 for each unauthorized attachment made after this contract is entered into between the aforementioned parties.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
South River EMC	8/17/2017	Art. 10	<p>“Any of Licensee’s Attachments placed on Owner’s Poles after the initial inventory conducted following the Commencement Date without a Permit having been issued by Owner that is not part of work being performed pursuant to Article 5 or Article 6 or Article 7 herein, shall be deemed an Unauthorized Attachment. When discovered, Owner will notify Licensee of any Unauthorized Attachment in the form of Exhibit B-6. Licensee shall, within thirty (30) days after being notified of an Unauthorized Attachment, remove such Unauthorized Attachment or submit an Application for a Permit following the provisions of Article 5. Provided, however, that if an Unauthorized Attachment violates the NESC or the Rules and could reasonably be expected to endanger life or property, the Owner may shorten the time for Licensee to remove such Unauthorized Attachment, or to remedy such violation, to twenty (20) days from the delivery of written notice to Licensee by Owner.”</p> <p>“Every Unauthorized Attachment shall be deemed to have been attached on the next day following the initial or last preceding actual inventory conducted by Owner pursuant to Article 4, as the case may be. Licensee agrees to pay Owner an attachment fee in accordance with the applicable rates commencing with the day following the last inventory conducted by Owner pursuant to Article 4; provided, however, in the event that the Unauthorized Attachment is removed in accordance with the applicable rates for the period from the next day following the last actual inventory conducted by Owner pursuant to Article 4, to and including the date of the removal of the Unauthorized Attachment. Notwithstanding the foregoing, in no event shall Licensee be required to pay more than five years’ attachment fees per Unauthorized Attachment pursuant to this Section.”</p> <p>“At any time after the thirty (30) day period provided for here, if Licensee has not removed or obtained a Permit for the Unauthorized Attachment, Owner may remove the Unauthorized Attachment without liability to Owner or third parties, except in the event of Owner's gross negligence or willful misconduct. Licensee shall pay Owner's Cost for such removal, in addition to the fees set forth herein that have accumulated before and through the date of removal.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Southern Bell Tel. & Tel.	2/11/1988	Art. XII	<p>“If any of Licensee's communications facilities shall be found attached to poles or anchors, utilizing anchor/guy strands or occupying conduit system for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement including termination of licenses of this Agreement, may impose a charge and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensor of the unauthorized attachment, utilization, or conduit occupancy, a pole or anchor attachment, anchor/guy strand utilization, or conduit occupancy license application. If such application is not received by the Licensor within the specified time period, Licensee may be required at Licensor's option to remove its unauthorized attachment or occupancy or cease its unauthorized utilization within 60 days of the final date of submitting the required application, or Licensor may at Licensor's option remove Licensee 's facilities without liability, and the expense of such removal shall be borne by Licensee.”</p> <p>“For the purpose of determining the applicable charge, any unauthorized pole or anchor attachment, anchor/guy strand utilization or conduit system occupancy shall be treated as having existed for a period of 2 years prior to its discovery or for the period beginning with the effective date of this License Agreement, whichever period shall be the shorter. The fees and charges as specified in Appendix I, [\$3.00 per pole] shall be due and payable forthwith whether or not Licensee is permitted to continue the pole or anchor attachment, anchor/guy strand utilization, or conduit occupancy.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Surry-Yadkin	1/1/2004	Art. 12(a)	<p>“If any of Licensee's facilities for which no Permit has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within 15 days after the date of written or oral notification from Licensor of the unauthorized license application, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Licensee shall pay a rental charge of \$100.00 per pole attachment each full year and fraction of a year from the time that the unauthorized attachment was made up to and including the time that the unauthorized attachment was discovered by Licensor. If dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the period since the last field check was made as described in Section 20. The total rental charge, calculated as described in this subsection, shall be rendered by Licensee together with its attachment application.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Surry-Yadkin EMC	1/1/2006	Art. XII(a)	<p>“If any of Licensee’s facilities for which no Permit has been issued shall be found attached to Licensor’s poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within 15 days after the date of written or oral notification from Licensor of the unauthorized license application, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Licensee shall pay a rental charge of three (3) times the applicable rate each full year and fraction of a year from the time that the unauthorized attachment was made up to and including the time that the unauthorized attachment was discovered by Licensor. If dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the period since the last field check was made as described in Section XX. The total rental charge, calculated as described in this subsection, shall be rendered by Licensee together with its attachment application.”</p>
Tideland EMC	3/6/2001	Sec. 11	<p>“If any of Licensee's facilities for which no license has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of written or oral notification from Licensor of the unauthorized attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.”</p> <p>“Penalties will be levied only if the difference between the totals of authorized attachments and unauthorized attachments is three (3) percent or greater.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Tri-County EMC	1/1/2009	Sec. 9	<p>“If any Attachment made after the Initial Inventory is identified for which the Appendix A requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), or if Licensee is found making Attachments for which an Appendix A is required after the Effective Date but prior to the Initial Inventory, then the Licensee shall pay to the EMC a one-time fee of one hundred dollars (\$100) per Attachment plus a sum equal to the Adjustment Payments that would have been payable from and after the date the Attachment was first placed on the EMC's Pole as determined from Licensee's records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Licensee will pay a sum equal to the Adjustment Payments that would have been payable from and after the date the last Actual Inventory was conducted. In addition, the EMC, without prejudice to its other rights or remedies under this Agreement, may require the Licensee to submit within fifteen (15) business days of written notice from the EMC an Appendix A along with supporting engineering design data for each such Attachment, and upon review of such information, EMC may require the Licensee to (1) make or pay for such modifications as may be specified by mutual consent of the parties or, if the parties in good faith cannot agree, as determined by a Referee pursuant to Article 19, Resolution of Certain Disputes, to comply with applicable safety codes and the terms of this Agreement or (2) if the Licensee has placed during the past twelve (12) months Unauthorized Attachments at three (3) or more different Pole line locations or if non-approval of Appendix A is justified, EMC may declare the Licensee in Default of this Agreement and the provisions of Article 12, Defaults, shall apply. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article 3, Specifications.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Tri-County EMC	12/1/2014	Art. 9	<p>“Any of Licensee’s Attachments placed on Owner’s Poles after the initial inventory conducted following the Commencement Date without a Permit having been issued by Owner that is not part of work being performed pursuant to Article 5 or Article 6 or Article 7 herein, shall be deemed an Unauthorized Attachment. When discovered, Owner will notify Licensee of any Unauthorized Attachment in the form of Exhibit B-8. Licensee shall, within thirty (30) days after being notified of an Unauthorized Attachment, remove such Unauthorized Attachment or submit an Application for a Permit following the provisions of Article 5. Provided, however, that if an Unauthorized Attachment violates the NESC or the Rules and could reasonably be expected to endanger life or property, the Owner may shorten the time for Licensee to remove such Unauthorized Attachment, or to remedy such violation, to twenty (20) days from the delivery of written notice to Licensee by Owner.”</p> <p>“Every Unauthorized Attachment shall be deemed to have been attached on the next day following the initial or last preceding actual inventory conducted by Owner pursuant to Article 4, as the case may be. Licensee agrees to pay Owner an attachment fee in accordance with the applicable rates commencing with the day following the last inventory conducted by Owner pursuant to Article 4; provided, however, in the event that the Unauthorized Attachment is removed in accordance with the applicable rates for the period from the next day following the last actual inventory conducted by Owner pursuant to Article 4, to and including the date of the removal of the Unauthorized Attachment. Notwithstanding the foregoing, in no event shall Licensee be required to pay more than five years’ attachment fees per Unauthorized Attachment pursuant to this Section.”</p> <p>“At any time after the thirty (30) day period provided for here, if Licensee has not removed or obtained a Permit for the Unauthorized Attachment, Owner may remove the Unauthorized Attachment without liability to Owner or third parties, except in the event of Owner's gross negligence or willful misconduct. Licensee shall pay Owner's Cost for such removal, in addition to the fees set forth herein that have accumulated before and through the date of removal.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Union Power EMC	1/1/2007	Art. 12(a)	<p>“If any of Licensee's facilities for which no Permit has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within 15 days after the date of written or oral notification from Licensor of the unauthorized attachment, an Application and Permit for Pole Attachments (Exhibit C). If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Licensee shall pay a rental charge equal to the Annual Pole Attachment Fee in effect per pole attachment for each full year and fraction of a year from the time that the unauthorized attachment was made up to and including the time that the unauthorized attachment was discovered by Licensor. If dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred since the date of the last field inventory. The total rental charge, calculated as described in this subsection, shall be rendered by Licensee together with its attachment application.”</p>

Pole Owner	Date of Agreement	Section	Term: Unauthorized Attachment Penalty
Windstream	12/21/2009	Art. 29.01	<p>“If any cable, equipment or facilities of Licensee shall be found on a pole or within a conduit or right-of-way for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may: (A) Impose a charge, and (B) Require Licensee to remove such cable, equipment or facilities forthwith or Licensor may remove them without liability and the expense of removal shall be borne by Licensee. For the purpose of determining the charge, Licensee shall pay liquidated damages that will not exceed an amount equal to the annual pole attachment fee for the number of years the unauthorized attachments have existed (or, if that cannot be determined, the number of years since the most recent inventory or five years, whichever is less), plus interest at a rate set for that period by the IRS for individual underpayments pursuant to Section 6621 of the IRS Code. Any such charge imposed by Licensor shall be in addition to its rights to any other sums due and payable, including without limitation the actual costs of any audit or survey which established the existence of the unauthorized attachments and to any claims to said fees or said unlicensed use shall be deemed as a ratification or the licensing of the unlicensed use, and if any license should subsequently be issued, after application and payment of the application fee therefore, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.”</p>

TABLE 4
CHARTER'S NORTH CAROLINA AGREEMENTS:
POLE TRANSFERS

Sixty out of 90 Charter and TWC pole attachment agreements in North Carolina **require the Licensor to provide notice to Licensee of a need to transfer attachments**, except in cases of emergency.

- 19/90 allow the Licensor to transfer the attachments itself only if the License has failed to do so after the notice period ends.
- Only 16/90 impose economic penalties for failure to transfer facilities in a timely fashion.

Below is a list of the pole transfer provisions, where they exist:

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Albemarle, City	7/21/1980	Sec. 4	Vision Cable shall at any time, at its own expense, upon notice from the City , relocate, replace, or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by the City; provided, however that in cases of emergency, the City may require Vision Cable to relocate, replace, or renew the facilities placed on said poles by Vision Cable, transfer them to substitute poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon.

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Albemarle, City	10/25/2004	Sec. 11.1	<p>“Except in an emergency involving safety of persons or protection of property, as determined by Licensor in its sole judgment, Licensor shall provide thirty (30) days notice to Licensee whenever Licensor intends to replace or relocate an Attached Pole, or remove an Attached Pole in order to relocate facilities underground, specifying the poles involved and the time of such proposed replacement, relocation or removal. Licensee may, at the time so specified, transfer its Attachments to the new or relocated Attached Pole or the underground facilities, provided that Licensee has entered into a contract with Licensor authorizing the use of such underground facilities. Should Licensee fail to transfer its Attachments at the time specified for such transfer, Licensor may elect to transfer Licensee's Attachments, and Licensee shall reimburse Licensor for all costs of such transfer, and Licensor shall not be liable for any loss or damage to Licensee's facilities which may result. Licensee shall be responsible for any additional damages resulting from its failure to transfer its Attachments. If licensor has removed its attachments and Licensee's Attachment(s) remain on the original pole, Licensee shall become liable for the original pole, if it still exists, as provided in Section 12.1.”</p>

Alltel Communications Inc.	5/15/1997	Art. VII	<p>“In the event Licensor determines that any pole or poles of Licensor to which Licensee desires to make attachments is inadequate to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in Appendix 2, and if Licensor is willing to replace such poles to permit Licensee's attachments thereto, Licensee agrees to reimburse Licensor in accordance with terms of Appendix 1 for the cost and expense of replacing such inadequate poles with suitable poles. Or in the event Licensor determines that the attachments Licensee desires to make can be accommodated on present poles of Licensor by rearranging or changing the facilities thereon, or by purchasing additional pole space from the other joint owner or owners of the poles, if any, and if Licensor is willing to make such arrangements, change [sic] or purchases to permit Licensee's attachments thereto, Licensee agrees to reimburse Licensor in accordance with the terms of Appendix 1 for the cost and expense of making such rearrangements, changes, or purchases. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring such facilities to another pole or rearranging such facilities to accommodate Licensee's attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor, as aforesaid, by reason of the use by Licensor or other authorized users of said poles of any of the additional pole space so acquired.”</p> <p>“Should Licensor, or another public utility or governmental agency with whom it then has a joint-use agreement, need for its own service requirements the space occupied by Licensee’s attachments on any of Licensor's poles, Licensee will be notified that it shall either surrender its license for that pole and, at its own expense, vacate the space by removing its attachments, or, in</p>
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Pole Owner	Date of Agreement	Section	Term: Pole Transfers
			<p>accordance with the preceding Paragraph (b), it shall authorize Licensor to replace the poles at the expense of Licensee, or, if Licensor advises Licensee that Licensee's desired attachments can be accommodated on present poles of Licensor be rearranging or changing Licensor's facilities thereon or by purchasing additional pole space, Licensee shall authorize Licensor to make sure[sic] rearrangements, changes, or purchases. Licensee shall also reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any guying, strengthening or stepping of poles will be provided at the expense of Licensee in accordance with the specifications in Appendix 2, and to the satisfaction of Licensor."</p>
Atlantic Telephone Membership Corporation	7/29/1986	Art. IX(G)	<p>"Licensor may, when it deems an emergency to exist, rearrange, transfer or remove Licensee's communications facilities attached to Licensor's poles or occupying Licensor's conduit system without incurring any liability on the part of the Licensor. As soon as practicable thereafter, Licensor will endeavor to arrange for re-accommodation of Licensee's communications facilities so affected. Licensee agrees to pay Licensor for all expense incurred by Licensor in connection with such rearrangement, transfer, removal and re-accommodation."</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Benson, City of	9/9/2008	Sec. VIII	<p>“Whenever the Grantor is about to erect new poles within the Grantor's service area covered by this AGREEMENT, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the Grantee in writing at least thirty (30) days before beginning the work (shorter notice, including verbal notice subsequently confirmed in writing, may be given in cases of emergency) and shall submit also with notice its plans showing the proposed location and size of the new poles, and the character and size of the new poles, and the character of circuits it will use thereon. Grantee shall within twenty (20) days (except in the case of emergency) after receipt of such notice, reply in writing to the Grantor, stating whether Grantee does or does not, desire space on the said poles, and if it does desire space thereupon, the character of the circuits it desires to use and the amount of space it wishes to reserve. Such notice of desire to establish joint use shall include details of any changes in the plans of the Grantor that are desired in order to permit the establishment of joint use. If Grantee requires space on the new poles and if the character and number of circuits and attachments are such that the Grantor does not wish to exclude the poles from joint use under the provision of SECTION II hereof, then standard joint use poles or poles taller or stronger that are suitable for the said joint use shall be erected. Such written notice will be retained for a period of two (2) years for verification of notification. On any poles that have been in service for more than two (2) years, it will be presumed that the Grantor has properly notified Grantee.”</p>

Blue Ridge Electric Membership Cooperation	9/1/2008	Sec. 9.5, 9.6	<p>“If Owner elects to transfer Licensee's Attachments itself, Licensee shall be obligated to pay Owner's Cost for competing the transfer. Owner will make a reasonable attempt to notify Licensee in advance of the expected cost of completing the transfer. Owner shall not be liable for any loss or damage to Licensee's facilities or for any liability, loss or damage to Licensee or any other party resulting from Owner's transfer of Licensee's Attachments, except for damages arising from Owner's gross negligence or willful misconduct.”</p> <p>“If Owner elects not to transfer Licensee's Attachments, Owner shall notify Licensee of the need for the transfer. Licensee shall transfer its Attachments within sixty (60) days of receiving such notice. Licensee shall advise Owner when the transfer is complete in the manner specified in the Rules. In extraordinary circumstances, Owner may elect to grant an extension to Licensee of the 60-day period for transferring attachments. If Licensee does not transfer its Attachments by the end of the sixty (60) day period (or any extension granted by Owner), the Attachment shall be an "Unauthorized Attachment" as defined in Article 10. Licensee shall pay Owner the Unauthorized Attachment Discovery Fee, as well as the Unauthorized Attachment Daily Fee from the date on which Licensee's permitted time for transferring its Attachments expired and continuing until Owner receives notification that Licensee has transferred its Attachment. In addition, if Licensee does not transfer its Attachments within the 60-day period (or any extension granted by Owner), and Licensee's delay requires Owner to make a special return trip to the job site to remove the old pole, Licensee shall pay the cost incurred by Owner to return to the job site and remove the old pole. In the event the Licensee notifies Owner that the transfer has been completed, and Owner returns to the job site and discovers that the</p>
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Pole Owner	Date of Agreement	Section	Term: Pole Transfers
			transfer has not been made, then Licensee will pay the False Notification Fee in Exhibit C.”
Cape Hatteras EMC	1/9/2004	Sec. 6	<p>“Whenever it is necessary to replace or change the location of a Cooperative facility or a pole or anchor covered by this agreement, the Cooperative shall notify the Licensee of said replacement or change, and the Licensee shall transfer or remove its attachments within the timeframes specified by this agreement.”</p> <p>“Upon notification to the Licensee by the Cooperative that facilities or attachments of the Licensee require transfer, removal, or rearrangement, the Licensee shall complete said transfer, removal, or rearrangement work at its own expense and within thirty (30) calendar days from notification. If the Licensee fails to complete said transfer, removal, or rearrangement work within the thirty (30) calendar day timeframe, the Cooperative may, at its sole discretion and at the Licensee's expense, transfer, remove, or rearrange the Licensee's attachments from an existing pole or anchor to a new pole or anchor, and if the transfer work is not completed within the thirty (30) calendar day timeframe, the Cooperative reserves the right to sell the old pole or anchor to the Licensee at the Cooperative's then current inventory cost.”</p> <p>“The Cooperative may, at its option and at its sole discretion, transfer or rearrange the Licensee's attachments when the Cooperative replaces existing poles or adds new poles or installs new facilities on existing poles. The Licensee will provide all necessary materials required for the attachment work.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Carteret-Craven EMC	11/29/2007	Art. 9.6 & Art. 9.7, Ex. C	<p>“If Owner elects not to transfer Licensee’s Attachment(s), Owner shall notify Licensee of the need to transfer its Attachment(s) and Licensee shall do so within thirty (30) days of the date of such notice. Licensee shall advise Owner in a manner specified in the Rules when the transfer is completed. In the event of extraordinary circumstances, Owner may elect to grant an extension of the thirty (30) day period upon request. In case of necessity, Owner may shorten the period to ten (10) days.</p> <p>If the transfer is not completed by the end of the (30) day period or the extended period granted by the Owner, the Unauthorized Attachment Discovery Fee shall apply and the Unauthorized Attachment Daily Fee shall also apply from the date on which the thirty (30) day period or the extended time period expires and shall continue until Owner receives notification that Licensee has transferred or removed its Attachment. These fees are referenced in Exhibit “C. In addition, if Licensee does not transfer or remove its Attachments within the thirty (30) day period or the extended time period and the delay forces the Owner to make a special return trip to the job site to remove the old pole, the cost incurred by the Owner to return to the job site and remove the old pole will be paid by Licensee.”</p> <p>[Unauthorized Attachment Fee: \$75.00 per pole] [Unauthorized Attachment Daily Fee: \$5.00 per pole]</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Community Electric Cooperative	1/1/2003	Sec. 4(a)	“Licensee shall at any time, at its own expense, upon five (5) days notice from Electric Company , relocate, replace, or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Electric Company; provided, however, that in cases of emergency or the need to provide prompt service to a Customer, Electric Company may relocate, replace, or renew the facilities of Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal, or relocation of said poles for the service needs of Electric Company, and Licensee shall, on demand, reimburse Electric Company for the full cost and expense thereby incurred. See Appendix I for flat charges that apply.”
Concord Telephone Company	9/5/1980	Art. IX(D)	“Licensee’s communications facilities shall be placed in, maintained, removed from, relocated or replaced in Licensor’s conduit system only after specific written authorization for the work to be performed and approval of the party to perform such work has been obtained in advance from Licensor. The forms in Appendix III are to be used for these purposes. Licensor retains the right to specify what, if any, work shall be performed by Licensor at Licensee’s expense.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Concord, City	2002	Sec. 5	“Time Warner Cable shall at any time, at its own expense, upon notice from the City and within fifteen (15) days, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by the City; provided, however, that in cases of emergency, the City may require Time Warner Cable to relocate, replace or renew the facilities placed on said poles by Time Warner Cable, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon.”
Dallas, City of	8/10/1981	Sec. 2	“Licensee shall at any time, at its own expense, upon notice from Licensor , relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange, replace, or review the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Edgecombe-Martin County EMC	4/28/1994	Sec. 5(c)	“Whenever it is necessary to replace or relocate a jointly used pole, before making such replacement or relocation, the Licensors shall give twenty (20) days notice in writing (except-in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Licensors may elect to do such work , and the Licensee shall pay the Licensors the cost. In the event the Licensee fails to transfer its attachments and the Licensors does such work, the Licensors shall not be liable for any loss or damage to the Licensee's facilities which may result.”
Elizabeth City	4/9/1975	Sec. 4	“Licensee shall at any time, at its own expense, upon five days' notice from Licensors, relocate, replace, or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Licensors; provided however, that in cases of emergency, Licensors may arrange to relocate, replace, or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal, or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensors, and Licensee shall, on demand, reimburse Licensors for the expense thereby incurred.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
EnergyUnited EMC	7/31/2016	Art 6(c)	<p>“Except as expressly provided in Exhibit "B," whenever it is necessary to replace or relocate a Jointly Used Pole, the Licensor shall, before making such replacement or relocation, give forty (40) days written notice (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee specifying in such notice the time of such proposed replacement or relocation. Licensor shall provide such notice to the e-mail address specified below in Section 19 for this purpose, or if the parties mutually agree, such notice shall be provided by NJUNS. Licensee shall, within the time period so specified, Transfer its attachments to the new or relocated Joint Use Pole. Licensee shall provide written notice to Licensor within five (5) days of completion of such Transfers. In the event that Licensee fails to notify Licensor of the completion of a required Transfer by the 45th day after receiving Licensor's written notice, Licensor shall provide Licensee with a second written notice to inform Licensee that Licensor may impose a fine of \$25.00 per day per pole until such time as the Licensee provides written notice to Licensor that the Transfers and/or pole removals have been completed and/or complete the Transfer itself at Licensee's cost (including the cost of removing the old pole that could not be removed earlier because of Licensee's failure to transfer) and without incurring any liability to Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Fayetteville Public Works Commission	9/25/2006	Art. VIII	<p>“If PWC reasonably determines that a transfer of Licensee's Attachments and any Overlashing thereto, is necessary, Licensee shall allow such transfer. In accordance with other provisions of this License Agreement, PWC shall, at its option, perform the transfer using its personnel or contractors, or require the Licensee to perform such transfer. If the Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice from PWC, PWC shall have the right to transfer Licensee's Facilities using its personnel or contractors at Licensee's expense. PWC shall not be liable for damage to Licensee's Facilities except to the extent provided herein.”</p>
Four County EMC	1/1/2004	Sec. 6	<p>“Whenever it is necessary to replace or relocate a Jointly Used Pole, the Licensor shall, before making such replacement or relocation, give notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee specifying in such notice the time of such proposed replacement or relocation. Licensee shall at the time so specified, transfer its attachments to the new or relocated joint use pole, or Licensee shall place its facilities underground if the pole line is to be abandoned and removed by Licensor. Licensor shall be the sole judge in determining whether to abandon and remove the existing line and pole. Should the Licensee (within thirty days) fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Licensor may impose a fine of \$100.00 per day, per pole, or may elect to do such work, and the Licensee shall pay the Licensor the cost. In the event the Licensee fails to transfer its attachments and the Licensor does such work, the Licensor shall not be liable for any loss or damage to the Licensee's facilities which may result.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Four County EMC	1/1/2005	Sec. 7	“In any case where facilities of Licensor are required to be rearranged, transferred, or the characteristics of the circuits on the poles of Licensor or of others to accommodate the attachments of Licensee, Licensee shall pay to Licensor the total costs incurred by Licensor in rearranging such facilities. The Licensee shall also reimburse other users of the poles of Licensor for their costs of rearrangement to provide space or clearance for the facilities of Licensee.”
Freemont, Town	11/6/1980	Art. 4	“Above and beyond the requirements of Section 3 above. Licensee shall at any time, at its own expense, upon notice from Licensor relocate, replace or renew its facilities placed on said poles, and transfer them to other poles or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases Licensee fails to do such work within 30 days after request and in cases of emergency, Licensor may relocate, replace, or renew the Licensee's facilities or perform any other work in connection with said facilities that may be desirable for the convenience of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Gastonia, City	1/1/1993	Sec. 2	“Upon notice from Licensor, Licensee shall at any time, at its own expense, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate, replace, or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”
Granite Falls, Town of	5/17/1982	Art. IV	“In the event Owner determines necessary to replacement or relocation of any of its poles, upon written notice to Licensee such Licensee shall remove its attachment from such pole or poles within the period of time specified by the City, and in the event Owner determines immediate detachment necessary and that there is not sufficient time for notification to Licensee, Owner may detach, transfer and reattach, or otherwise relocate attachments of Licensee, in which event Licensee agrees to pay to the Owner the cost of detachment, transfer, reattachment and/or relocation as determined by Owner.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Halifax EMC	1/1/2004	Art 9.4	<p>“Whenever it is necessary to replace or relocate a pole, the existing Permit shall remain valid for the Attachment transfers to the new pole at the time of such replacement or relocation. In order to be considered a Transfer, the new pole must be located within the existing pole line. Owner may transfer Licensee’s attachments at the time of the pole replacement or relocation and Licensee shall pay Owner’s Cost upon invoice. Owner will make a reasonable attempt to notify Licensee of such transfer and its associated cost. In the event Owner does such work, except for gross negligence or willful misconduct, Owner shall not be liable for any loss or damage to Licensee’s facilities, which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming actual damages. If Owner elects not to transfer Licensee’s Attachments then owner shall notify Licensee of the need to transfer its attachments and Licensee shall do so within sixty (60) days of such notice and shall advise Owner when the transfer is complete in the manner specified in the Rules. If the transfer is not completed by the end of the sixty (60) day period, the Unauthorized Attachment Discovery Fee shall apply and the Unauthorized Attachment Daily Fee shall also apply from the date Owner notified Licensee of the need to transfer and shall continue until Owner receives notification that Licensee has transferred its Attachment. These fees are referenced in Exhibit “C” of the Rules. In addition, the cost incurred by the Owner to return to the job site and remove the old pole will be paid by the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Haywood Electric Member Corporation	6/1/1982	Art. IV	<p>“Whenever it is necessary to replace or relocate a jointly used pole, the Owner shall, before making such replacement or relocation, give 20 days notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacements or relocation, and the Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Owner may elect to do such work, and the Licensee shall pay the Owner the cost thereof. In the event the Licensee fails to transfer its attachments and the Owner does such work, the Owner shall not be liable for any loss or damage to the Licensee's facilities which may result therefrom.”</p>
High Point, City	1/1/1987	Art. 6	<p>“In the event and at any time during the period of this franchise the Grantor shall lawfully elect to alter or change the grade of any street, alley or other public way or relocate other Grantor owned facilities, the Grantee upon reasonable notice by the Grantor, shall remove, relay and relocate its facilities at the Grantee's own expense.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Housing Authority of the City of Wilmington, NC	9/1/1978	Sec. 3	“The Company shall at any time at its own expense, upon notice from the Authority, relocate, replace or renew its facilities placed on said poles or buildings and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the Authority; provided, however, that in case of emergency the Authority may arrange to relocate, replace or renew the facilities placed on said poles or buildings by the Company, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon, or which may hereafter be replaced thereon, or for the service needs of the Authority; and the Company shall on demand reimburse the Authority for any expenses thereby incurred.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Jones-Onslow EMC	1/1/2005	Art. 9.5, 9.6	<p>“The Owner shall notify Licensee of the need to transfer its Attachment(s) and Licensee shall do so within sixty (60) days of such notice. Licensee shall advise Owner when the transfer is complete in the manner specified in the Rules. In the event of extraordinary circumstances, Owner may elect to grant an extension of the 60 day period to Licensee. Owner will not unreasonably withhold consent for such extension of time.”</p> <p>“If the transfer is not completed by the end of the sixty (60) day period or the extended time period granted by Owner, Owner may transfer Licensee's Attachment(s) and Licensee shall pay Owner's Cost upon invoice. In the event Owner does such work, except for gross negligence or willful misconduct, Owner shall not be liable for any loss or damage to Licensee's facilities, which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming actual damages. Owner will not unreasonably withhold consent of a request for extension of time. In addition, the Unauthorized Attachment Discovery Fee shall apply and the Unauthorized Attachment Daily Fee shall also apply from the date on which the sixty (60) day period or the extended time period expired and shall continue until Owner transfers Licensee's Attachments or Owner receives notification that Licensee has transferred its Attachment. These fees are referenced in Exhibit A. In addition, if Licensee does not transfer its Attachments within the sixty (60) day period or the extended time period and the delay forces Owner to make a special return trip to the job site to remove the old pole, then the cost incurred by the Owner to return to the job site and remove the old pole will be paid by the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Jones-Onslow EMC	7/18/2007	Art 9.5 & 9.6	<p>“Owner may transfer Licensee's attachment(s) at the time of the pole replacement or relocation and Licensee shall pay Owner's cost upon invoice. In the event Owner does such work, except for gross negligence or willful misconduct, Owner shall not be liable for any loss or damage to Licensee's facilities which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming damages. If Owner elects not to transfer Licensee's Attachment(s), Owner shall notify Licensee of the need to transfer its Attachment(s) and Licensee shall do so within sixty (60) days of such notice. Licensee shall advise Owner when the transfer is complete in the manner specified in the Rules. In the event of extraordinary circumstances, Owner may elect to grant an extension of the sixty (60) day period to Licensee.”</p> <p>“If a transfer to be completed by Licensee is not completed by the end of the 60 day period or the extended time period granted by Owner, the Unauthorized Attachment Fee and the Unauthorized Attachment Daily Fee specified in Exhibit "A" shall also apply from the date on which the 60 day period or the extended time period expired, and shall continue until Owner transfers Licensee's Attachments or Owner receives notification that Licensee has transferred its Attachment. In addition, if Licensee does not transfer its Attachments within the 60 day period or the extended time period and the delay forces Owner to make a special return trip to the job site to remove the old pole, then the cost incurred by the Owner to return to the job site and remove the old pole will be paid by the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Kings Mountain, City	2/1/2007	Art. 2	<p>“The Licensee shall at its own expense and upon reasonable notice from the Licensor relocate replace or renew its facilities placed on said poles and transfer them to substitute poles or perform any other work in connection with said facilities that may be reasonably required by the Licensor provided that in case of emergency in which it is impossible or impractical to provide sufficient advance notice to Licensee the Licensor may relocate replace or renew the facilities placed on said poles by Licensee transfer them to substituted poles or perform any other work in connection with the said facilities that may be required in the maintenance replacement removal or relocation of said poles the facilities thereon or for the core electric utility service needs of the Licensor and in the case of such emergency the Licensee shall reimburse Licensor for the reasonable actual expense incurred by Licensor for such work.”</p>
Landis, Town	6/16/1984	Sec. 2	<p>“Licensee shall at any time, at its own expense, upon notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon o which may be placed thereon, or for the service needs of Licensor, and licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Lexington, City	8/1/1983	Sec. 2	“LICENSEE shall at any time, at Its own expense, upon notice from LICENSOR, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work In connection with said facilities that may be required by LICENSOR; provided, however, that in cases of emergency, LICENSOR may arrange to relocate; replace, or renew the facilities placed on said poles by LICENSEE, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of LICENSOR, and LICENSEE shall, on demand, reimburse LICENSOR for the expense thereby incurred.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Lumbee River EMC	2/6/2006	Art. 6	<p>“Licensor may, if feasible in its discretion, without prior verbal or written notification to the Licensee, transfer Licensee's attachments to the new pole at the time of the Joint Pole maintenance and charge the expenses of its efforts as identified in Exhibit “G”. In the event it is not feasible in Licensor's discretion to transfer Licensee's attachments, Licensor reserves its right but assumes no obligation to cut-off the old poles and leave them for the Licensee to transfer its attachments to the new or relocated poles. In such a case, the Licensee shall, upon receipt of written notice (except in case of Emergency when verbal notice will be given and subsequently confirmed In writing), within forty-five (45) working days of the date that Licensor first gives notice to Licensee, transfer the attachments and verbally notify the Licensor of the transfer completions. After the Licensee transfers the attachments from the cut-off poles, the licensor will remove the cut-off poles and charge the expenses of its efforts as identified in Exhibit "G" to the Licensee. Should the Licensee fail to comply within the specified time, the Licensor may impose a penalty of \$50.00 per attachment for each day exceeding the deadline.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Lumberton, City	1/1/2007	Sec. 6(c)	<p>“Whenever it is necessary to replace or relocate a pole, the Licensor shall, before making such replacement or relocation, give notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee specifying in such notice the time of such proposed replacement or relocation. Licensee shall at the time so specified, transfer its attachments to the new or relocated joint use pole, or Licensee shall place its facilities underground if the pole line is to be abandoned and removed by Licensor. Licensor shall be the sole judge in determining whether to abandon and remove the existing line and pole. After 30 days from the date of written notice, any non-transferred attachment will be assessed \$15.00 per day per attachment.”</p>
Monroe, City	2005	Sec. 8(b)	<p>“Whenever City determines it is necessary to replace or relocate a Joint Use Pole, City shall give the Attachor written notice of such replacement or relocation (except in case of emergency, when verbal notice will be given). The Attachor shall either remove its Attachments or transfer them to the new or relocated Joint Use Pole within 45 days after the old pole is replaced or relocated by the City. The Attachor shall bear the cost of transferring its own Attachments to the new or relocated pole.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Newton, City of	1/1/2006	Sec. 6(c)	<p>“Whenever it is necessary to replace or relocate a Jointly Used Pole, the Licensor shall, before making such replacement or relocation, give notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee specifying in such notice the time of such proposed replacement or relocation. Licensee shall at the time so specified, transfer its attachments to the new or relocated joint use pole, or Licensee shall place its facilities underground if the pole line is to be abandoned and removed by Licensor. Licensor shall be the sole judge in determining whether to abandon and remove the existing line and pole. Should the Licensee fail to transfer its attachments to the new or relocated joint pole within thirty (30) days following the time specified for such transfer of attachments, the Licensor may impose a fine of \$100.00 per day, per pole, or may elect to do such work, and the Licensee shall pay the Licensor the cost. In the event the Licensee fails to transfer its attachments and the Licensor does such work, the Licensor shall not be liable for any loss or damage to the Licensee's facilities which may result, except to the extent such loss or damage is caused by the gross negligence or willful misconduct of Licensor.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Orange County	10/20/1981	Sec. 2	<p>“Licensee shall at any time, at its own expense, upon notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”</p>
Pee Dee EMC	9/6/1990	Sec. 4	<p>“Licensee shall at any time, at its own expense, upon notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to other poles, or perform any other work in connection with said facilities that may be required by Licensor; provided; however, that in cases where Licensee fails to do such work within 30 days after request and in cases of emergency, Licensor may relocate, replace or renew the Licensee's facilities or perform any other work in connection with said facilities that may be desirable for the convenience of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Piedmont EMC	11/1/1995	Sec. 5(c)	<p>“Whenever it is necessary to replace or relocate a jointly used pole, the Licensor shall, before making such replacement or relocation, give notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Licensor may elect to do such work, and the Licensee shall pay the Licensor the cost. In the event the Licensee fails to transfer its attachments and the Licensor does such work, the Licensor shall not be liable for any loss or damage to the Licensee's facilities which may result.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Piedmont EMC	1/1/2005	Sec. 9.5, 9.6	<p>“The Owner shall notify Licensee of the need to transfer its Attachment(s) and Licensee shall do so within sixty (60) days of such notice. Licensee shall advise Owner when the transfer is complete in the manner specified in the Rules. In the event of extraordinary circumstances, Owner may elect to grant an extension of the 60 day period to Licensee. Owner will not unreasonably withhold consent of a request for extension of time.”</p> <p>“If the transfer is not completed by the end of the sixty (60) day period or the extended time period granted by Owner, the Unauthorized Attachment Discovery Fee shall apply and the Unauthorized Attachment Daily Fee shall also apply from the date on which the sixty (60) day period or the extended time period expired and shall continue until Owner receives notification that Licensee has transferred its Attachments. These fees are referenced in Exhibit "C". In addition, if Licensee does not transfer its Attachments within the sixty (60) day period or the extended time period and the delay forces Owner to make a special return trip to the job site to remove the old pole, then the cost incurred by the Owner to return to the job site and remove the old pole will be paid by the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Randolph EMC	1/1/2006	Art. VI(c)	<p>“Whenever it is necessary to replace or relocate a Jointly Used Pole, the Licensor shall, before making such replacement or relocation, give thirty (30) days notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee specifying in such notice the time of such proposed replacement or relocation. Licensee shall at the time so specified, transfer its attachments to the new or relocated joint use pole, or Licensee shall place its facilities underground if the pole line is to be abandoned and removed by Licensor. Licensor shall be the sole judge in determining whether to abandon and remove the existing line and pole. After expiration of the 30-day period, should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Licensor may impose a fine of \$100.00 per day, per pole, until such time as the attachment transfers and/or pole removals are completed.”</p>
Red Springs, Town	5/11/15	Art. 2.7	<p>“Licensee shall be obligated to transfer its attachments to the new pole at its own expense. In the event Town determines, in Town's reasonable judgment, that a particular condition or situation is an emergency, Town may arrange to relocate, replace, remove, renew or disconnect Licensee's Facilities and transfer them to substituted poles or conduit or perform any other work in connection with Licensee's Facilities that may be required during the emergency. Town shall provide Licensee with the immediate notice of the situation so that Town and Licensee, if possible, may coordinate their responses to the emergency. If notice is impossible during the emergency situation, Town shall notify Licensee of any emergency and any relocation, replacement or removal affecting Licensee's attachments, as soon as reasonably practicable.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Roanoke EMC	1/1/2001	Sec. 5	“Replacement or Relocation of Pole. Whenever it is necessary to replace or relocate a jointly used pole, Licensors shall, before making the replacement or relocation, give Licensee twenty (20) days notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing), specifying the time of the replacement or relocation. Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole. Should Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for the transfer of attachments, Licensors may elect to do the work , and Licensee shall pay Licensors the cost. In the event Licensee fails to transfer its attachments and Licensors does the work, Licensors shall not be liable for any loss or damage to Licensee's facilities which may result.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Rutherford EMC	2/4/2013	Art. 9	<p>“Owner may transfer Licensee's Attachment(s) at the time of the pole replacement or relocation and Licensee shall pay Owner's Costs upon invoice. In the event Owner does such work, except for gross negligence or willful misconduct, Owner shall not be liable for any loss or damage to Licensee's facilities which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming damages. If Owner elects not to transfer Licensee's Attachment(s), Owner shall notify Licensee of the need to transfer the Licensee's Attachment(s) and Licensee shall do so within thirty (30) days of such notice, and shall advise Owner in writing when the transfer is complete in the manner specified in the Rules.”</p> <p>“If a transfer to be completed by Licensee is not completed by the end of the thirty (30) day period, the Unauthorized Attachment Fee and the Unauthorized Attachment Daily Fee specified in Exhibit C shall also apply from the date Owner provided notice to the Licensee of the need to transfer, and shall continue until Owner receives notification that Licensee has transferred its Attachments. In addition, if Licensee does not transfer its Attachments within the thirty (30) day period and the delay forces Owner to make a trip to the job site to remove the old pole(s), then the Costs incurred by the Owner to return to the job site and remove the old pole(s) will be paid by the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Selma, Town	2/2/2015	Art. 2.7	“Licensee shall be obligated to transfer its attachments to the new pole at its own expense. In the event Licensor determines, in Licensor's reasonable judgment, that a particular condition or situation is an emergency, Licensor may arrange to relocate, replace, remove, renew or disconnect Licensee's Facilities and transfer them to substituted poles or conduit or perform any other work in connection with Licensee's Facilities that may be required during the emergency. Licensor shall provide Licensee with the immediate notice of the situation so that Licensor and Licensee, if possible, may coordinate their responses to the emergency. If notice is impossible during the emergency situation Licensor shall notify Licensee of any emergency and any relocation, replacement or removal affecting Licensee's attachments, as soon as reasonably practicable.”
Shelby, City	8/21/1967	Sec. 8(3)	“In event that at any time during the period of this Franchise the City shall lawfully elect to alter, or change the width, grade, or contour of, any street, alley or other public way, the Company, upon thirty (30) days notice by the City , shall immediately thereafter remove, relay, and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Skyline Telephone Membership Corporation	11/1/1989	Sec. 12	“Whenever Licensee's attachments shall interfere with the operation of the equipment of Owner or other licensee or constitute a hazard to the service rendered by Owner or other licensee or fail to be in compliance with the codes and/or regulations hereinbefore mentioned and upon ten (10) days' written notice to Licensee of such interference, hazard or non-compliance , Licensee shall either immediately remove, rearrange or change its attachments as directed by Owner. In case of emergency, Owner reserves the right to remove or relocate the attachments of Licensee at Licensee's expense without notice and no liability therefore shall be incurred by such action. Licensee may at any time abandon the use of a jointly used pole hereunder by removing therefrom all of its attachment and by giving written notice thereof to the Owner.”
Smithfield, Town	4/25/1975	Sec. 4	“Licensee shall at any time, at its own expense, upon notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to other poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases where Licensee fails to do such work within 30 days after request and in cases of emergency, Licensor may relocate, replace or renew the Licensee's facilities or perform any other work in connection with said facilities that may be desirable for the convenience of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
South River EMC	8/5/2016	Art. 14.1 & 14.2	<p>“Except in an emergency involving safety of persons or protection of property, as determined by Owner in its sole judgment, Owner shall provide Licensee thirty (30) days written notice via NJUNS to Licensee whenever Owner intends to replace or relocate a pole with Attachments, or to remove a pole with Attachments. The notice shall specify the poles involved and the intended date of such pole replacement, relocation or removal. By the date so specified, the Licensee shall transfer its Attachments to any new or relocated pole of Owner, or remove its Attachments from the affected poles. If Licensee fails to transfer its Attachments at the time specified for the transfer of those Attachments to the new or relocated poles of Owner, Owner may elect to transfer Licensee's Attachments, and Licensee shall reimburse Owner for all costs of such transfer, and Owner shall not be liable for any loss or damage to Licensee's facilities which may result from the transfer. Licensee shall also be responsible for any additional Costs of Owner resulting from Licensee's failure to make the transfer on a timely basis.”</p> <p>“If Licensee fails to transfer its Attachment(s) by the time specified for transfer of those Attachments to the new or relocated poles of Owner, Owner may transfer Licensee's Attachments and Licensee shall reimburse Owner for its Costs to effect such transfer, and Owner shall not be liable for any loss or damage to Licensee's facilities which may result from the transfer except to the extent caused by Owner's gross negligence or willful misconduct. Licensee shall also be responsible for any additional Costs of Owner resulting from Licensee's failure to make the transfer on a timely basis.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Southern Bell Tel.	2/11/1988	Art. IX (G)	<p>“Should Licensor, joint user or governmental entity having pole, anchor or anchor/guy strand accommodation rights, for its own service requirements, need to attach additional facilities to any poles or anchors to which Licensee is attached or avail itself of the holding capacity of an anchor/guy strand being utilized by the Licensee, Licensee will either rearrange its facilities on the pole or anchor or transfer them to a replacement pole or anchor, as determined by Licensor so that the additional facilities of Licensor, joint user or governmental entity may be accommodated. The cost of such rearrangement and/or transfer will be at the sole expense of the Licensee. If Licensee does not rearrange or transfer its communications facilities within 60 days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or joint user may perform or have performed such rearrangement or transfer without liability on the part of Licensor or joint user and Licensee shall be liable for the full costs thereof.”</p>
Stantonsburg, Town	8/12/1982	Sec. 4	<p>“Licensee shall at any time, at its own expense, upon notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to other poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases where Licensee fails to do such work within 30 days after request and in cases of emergency, Licensor may relocate, replace, or renew the Licensee's facilities or perform any other work in connection with said facilities that may be desirable for the convenience of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Surry-Yadkin EMC	1/1/2004	Sec. 6	<p>“Whenever it is necessary to replace or relocate a Jointly Used Pole, the Licensor shall, before making such replacement or relocation, give notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee specifying in such notice the time of such proposed replacement or relocation. Licensee shall at the time so specified, transfer its attachments to the new or relocated joint use pole, or Licensee shall place its facilities underground if the pole line is to be abandoned and removed by Licensor. Licensor shall be the sole judge in determining whether to abandon and remove the existing line and pole. Should the Licensee (within thirty days) fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Licensor may impose a fine of \$100.00 per day, per pole, or may elect to do such work, and the Licensee shall pay the Licensor the cost. In the event the Licensee fails to transfer its attachments and the Licensor does such work, the Licensor shall not be liable for any loss or damage to the Licensee's facilities which may result.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Surry-Yadkin EMC	1/1/2006	Art. VI(c)	<p>“Whenever it is necessary to replace or relocate a Jointly Used Pole, the Licensor shall, before making such replacement or relocation, give thirty (30) days notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee specifying in such notice the time of such proposed replacement or relocation. Licensee shall at the time so specified, transfer its attachments to the new or relocated joint use pole, or Licensee shall place its facilities underground if the pole line is to be abandoned and removed by Licensor. Licensor shall be the sole judge in determining whether to abandon and remove the existing line and pole. After expiration of the 30-day period, should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Licensor may impose a fine of \$100.00 per day, per pole, until such time as the attachment transfers and/or pole removals are completed.”</p>
Tideland EMC	7/31/1986	Sec. 2	<p>“Company shall at any time, at its own expense, upon notice from Tideland, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles or poles of Company if so directed, or perform any other work in connection with said facilities that may be required by Tideland; provided, however, that in cases of emergency, Tideland may arrange to relocate, replace or renew the facilities placed on said poles by Company, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Tideland and Company shall, on demand, reimburse Tideland for the expense thereby incurred.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Tideland EMC	3/6/2001	Sec. 5	<p>“Whenever it is necessary to replace or relocate a jointly used pole, the Licensee shall at any time at its own expense, upon notice from Licensor, relocate, replace or transfer its attachments to the new or relocated joint pole, or perform any other work in connection with said facilities that may be required by the Licensor. Should the Licensee fail to transfer its attachments to the new or relocated joint pole in a timely manner for such transfer or attachments, the Licensor may elect to do such work, and the Licensee shall pay the Licensor the cost. In the event the Licensee fails to transfer its attachments and the Licensor does such work, the Licensor shall not be liable for any loss or damage to the Licensee's facilities which may result.”</p>
Tri-County EMC	7/21/1980	Art. IV(c)	<p>“Whenever it is necessary to replace or relocate a jointly used pole, the Owner shall, before making such replacement or relocation, give 30 days’ notice thereof in writing (except in case of emergency, when verbal notice can be given, and subsequently performed in writing to the Licensee shall, at the time so specified, transfer its attachments to the new joint pole. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Owner may elect to do such work, and the Licensee shall pay the Owner the cost thereof. In the event the Licensee fails to transfer its attachments and the Owner does such work the Owner shall not be liable for any loss or damage to the Licensee’s facilities which may result therefrom.”</p>

Tri-County EMC	1/1/2009	Art. VII	<p>“Except during restoration efforts after natural disasters, such as hurricanes, ice storms, etc., whenever it is necessary to replace or relocate a Joint Pole, the EMC shall, before making such replacement or relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions.”</p> <p>“Should the EMC elect not to Transfer Licensee's facilities under the above terms, and should the Licensee fail to Transfer its Attachments to the new Joint Pole after the date specified for such Transfer of Attachments and after all third party and EMC responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if the EMC does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments, the parties will have the following rights, in addition to any other rights and remedies available under this. Agreement: The Licensee shall pay the EMC the following amounts until the Licensee has Transferred its Attachments and notified the EMC in writing or through NJUNS that the Transfer has been accomplished: (a) \$5.00 per Pole per month beginning with the 61st day after the Licensee Transfer Date and through and including the 240th day after the Licensee Transfer Date, (b) \$10.00 per Pole per month (instead of \$5.00) beginning with the 241st day after the Licensee Transfer Date. In addition, the cost incurred by the EMC to return to the job site and remove the old Pole will be paid by the Licensee. Notwithstanding the above, Licensee shall not be subject to penalties where EMC has</p>
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Pole Owner	Date of Agreement	Section	Term: Pole Transfers
			<p>not used the correct NJUNS member code, as provided by the Licensee to notify Licensee of the clearance to Transfer Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route to the appropriate party. In the event the Licensee notifies the EMC that the Transfer has been accomplished and the EMC returns to the job site to remove the old Pole and discovers that the transfer has not been made, then the Licensee will pay the EMC's cost of the trip to and from the job site. The intent of this paragraph is to ensure timely Transfers and minimize situations of two (2) or more Poles needlessly remaining at the same location for extended periods of time. The aforementioned provisions of this paragraph will only apply when Poles are installed in a manner consistent with Article 7.B.”</p>
Union EMC	10/9/1982	Sec. 2	<p>“Licensee shall at any time, at its own expense, upon notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Licensor, provided, however, that in cases of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Vision Cable of Morehead City	1/30/1979	Art. IV(c)	<p>“Whenever it is necessary to replace or relocate a jointly used pole, the Owner shall, before making such replacement or relocation, give 20 days notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacements or relocation, and the Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Owner may elect to do such work, and the Licensee shall pay the Owner the cost thereof. In the event the Licensee fails to transfer its attachments and the Owner does such work, the Owner shall not be liable for any loss or damage to the Licensee's facilities which may result therefrom.”</p>
Waynesville, City	8/14/1963	Sec. 2	<p>“Licensee shall at any time; at its own expense, upon notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate, replace, or renew the facilities placed on said poles by Licensee, transfer them to substituted poles in connection with said facilities or perform any other work that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Wilson, City		Sec. 6	<p>“Licensee shall at any time, at its own expense, upon notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Licensor; provided such relocation, replacement or renewal shall be reasonably required to properly operate Licensor’s facilities and provide its service and is non-discriminatory; provided further, however, that in case of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the reasonable expense thereby incurred.”</p>

Pole Owner	Date of Agreement	Section	Term: Pole Transfers
Wilson, City	11/18/2005	Sec. 6	“Licensee shall at any time, at its own expense, upon notice from Licensor , relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Licensor; provided such relocation, replacement or renewal shall be required to properly operate Licensor's facilities and perform its service; provided further, however, that in case of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred. Licensee, in order to carry out the provisions of this section as well as other sections of this agreement requiring the installation, removal, rearrangement, transfer, etc., of Licensee's equipment, shall have on call at all times qualified personnel to comply herewith.”

TABLE 5
CHARTER'S NORTH CAROLINA AGREEMENTS:
DEFAULT REMEDIES

Of 90 Charter and TWC pole attachment agreements in North Carolina, **61 include remedies for default.**

- **50/61** allow the pole owner to terminate a permit covering the poles to which the default occurred or terminate the agreement altogether, after giving a reasonable period of notice and opportunity to cure (usually of 30 to 60 days).
- Only 12 of the agreements provide further remedies in instances of default, allowing the pole owner to stop issuing new permits or stop make-ready work.

Below is a list of the default remedies, where they exist:

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Albemarle, City	07/21/1980	Sec. 15	“If Vision Cable shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the City to correct such default or noncompliance, the City may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In case of such termination no refund shall be made.”

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Albemarle EMC	10/25/2004	Sec. 17.1	<p>“If Licensee is in Default under this Agreement and fails to correct such Default within the cure period specified below, Licensors may, at its option, and without further notice:</p> <p>(a) declare this Agreement to be terminated in its entirety;</p> <p>(b) terminate the Authorization covering the Distribution Pole(s) with respect to which such Default shall have occurred;</p> <p>(c) decline to authorize additional Attachments under this Agreement until such Defaults are cured;</p> <p>(d) suspend Licensee's access to or work on any or all of Licensors's Distribution Poles;</p> <p>(e) correct such Default and charge Licensee as provided in this Agreement; and/or</p> <p>(f) seek specific performance of the terms of this Agreement through a court of competent jurisdiction.”</p>
Alltel Communications	5/15/1997	Art. XVI	<p>“If licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensors to correct such default or noncompliance, licensors may in addition to any other remedies it may have forthwith terminate this Agreement and all licenses granted hereunder, or the licenses covering poles, as to which such default or noncompliance shall have occurred.”</p>
Apex, Town	5/5/1975	Sec. 14	<p>“If Licensee shall fail to comply with any of the provisions of this Agreement, or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Licensors to correct such noncompliance or default Licensors may, at its option, forthwith and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Atlantic Telephone Membership Corporation	7/29/1986	Art. XIX(B)	“(B) Subject to the provisions of paragraphs (C) and (D) of this Article XIX, if Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after the date of written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles or conduit system as to which such default or noncompliance shall have occurred. ”
Black Creek, Town	2/22/1983	Art. XV (1), (4), (5)	<p>“If either party shall make default in any of its obligations under this contract and such default continue thirty (30) days after notice thereof in writing from the other party, all rights of the party in default hereunder shall be suspended, including its right to occupy jointly used poles, and if such default shall continue for a period of sixty (60) days after such suspension, the other party hereunder may forthwith terminate this Agreement. In case of such termination a proportionate refund of all prepaid rentals shall be made.”</p> <p>“If either party shall make default in the performance of any work which it is obligated to do under this contract at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof.”</p> <p>“In the event of a default in the payment of rentals or any obligation to pay other amounts due under this Agreement, the defaulting party, in addition to the operation of other provisions regarding default hereunder, shall pay to the other party the principal amount owed and, as a penalty for such default, shall pay an additional amount equal to five percent (5%) of said principal amount and in addition thereto shall pay a further additional amount equal to one and one-half percent (1½%) per month of the sum of said principal and penalty from the date of the default for every month the default continues.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Blue Ridge Electric Membership Corporation	9/1/2008	Art. 23.2	“In the event of Default, Owner may, at any time thereafter, continuing until the event of Default is corrected, do any one or all of the following: (1) declare this Agreement to be immediately terminated in its entirety; (2) terminate the some or all of the Permits issued to Licensee; (3) decline to issue any new Permits to Licensee; and/or (4) stop all Make Ready Construction Work and retain any monies already received from Licensee. ”
Brunswick EMC	3/1/1988	Sec. 14	“If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In case of such termination no refund shall be made.”

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Cape Hatteras	1/9/2004	Sec. 13.1	<p>“If the Licensee fails to comply with any of the provisions of this Agreement except payment, and such noncompliance or default continues for a period of thirty (30) days after notice thereof, in writing, to the Licensee from the Cooperative, the Cooperative may, at its option (i) cure such default on behalf of the Licensee, and the Licensee shall be obligated to pay the Cooperative for any and all expenses which the Cooperative incurs in correcting such default on behalf of the Licensee; or (ii) suspend all rights of the Licensee to apply for additional attachment permits, or (iii) terminate the Agreement, or (iv) proceed on any bond or cash deposit posted by Licensee, or (v) any combination of the above options. If the noncompliance or default continues for a period of an additional thirty (30) days after the original notice is sent to the Licensee, the Cooperative may, at its option, without further notice, and at the expense of the Licensee, remove any or all of the Licensee's attachments from the poles and anchors of the Cooperative, and the Cooperative shall not incur any liability and be held free from liability from other parties or persons for such action. In addition, the Licensee shall pay the Cooperative for any and all expenses incurred in removing the Licensee's attachments from the poles and anchors of the Cooperative.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Community Electric Cooperative	1/1/2003	Sec. 20	<p>“If Licensee fails to comply with any of the provisions of this Agreement, or defaults in the performance of any of its obligations under this Agreement, and fails within thirty (30) days, after written notice from Electric Company, to correct such default or noncompliance, Electric Company may, at its sole option, take any one or more of the following actions: suspend Licensee's access to climb or work on all of Electric Company's poles; terminate the specific permit or permits covering the poles to which such default or noncompliance is applicable; remove, relocate, or rearrange attachments of Licensee to which such default or noncompliance relates, all at Licensee's sole expense; decline to permit additional attachments under this Agreement until all such defaults are cured; or, in the event of any failure to pay any of the charges, fees or amounts provided in this Agreement or of any other substantial default, or of repeated defaults, terminate this Agreement; provided, however, that no such termination shall reduce or eliminate the obligation of the Licensee to make payments of any amounts due to Electric Company for any services covered, shall not waive charges for any attachment until said attachment is removed from the pole to which it is attached; and shall not affect Licensee's obligation to indemnify Electric Company in accordance with this Agreement; to procure, carry, and maintain in force, at Licensee's sole expense, the policies of insurance required in this Agreement and to maintain in full force and effect, at Licensee's sole expense, the bond or contractual insurance coverage required by this Agreement. Electric Company shall incur no liability as a result of taking any or all the actions enumerated in this section. The remedies provided by this section are cumulative and in addition to any other remedies available to Electric Company under this Agreement or otherwise.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Carteret-Craven EMC	11/29/2007	Arts. 23.2 & 23.3	<p>“In the event of Default, Owner may at any time thereafter for so long as the default condition exists do any one or all of the following: (1) Declare this Agreement to be terminated in its entirety; (2) Terminate the Permits covering the pole or poles in respect to which such default or non-compliance shall have occurred; (3) Refuse to issue any more Permits; or, (4) Stop all Make Ready Construction Work and retain any monies that have been paid, or any combination of these remedies or those set out herein and in Section 23.3.”</p> <p>“If Licensee defaults in the performance of any work which it is obligated to do under this Agreement, Owner may elect to do such work, and Licensee shall reimburse Owner of Owner’s Cost. If Owner elects to do such work, except for gross negligence or willful misconduct, Owner shall not be liable for any loss or damage to Licensee’s facilities which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming actual damages.”</p>
Concord, City	2002	Sec. 16	<p>“If Time Warner Cable shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the City to correct such default or noncompliance, the City may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In case of such termination no refund shall be made.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Concord Telephone Company	9/5/1980	Art. XIX(B)	“Subject to the provisions of paragraphs (C) and (D) of this Article XIX, if Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after the date of written notice from Licensor to correct such default or noncompliance Licensor may, at its option, forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles or conduit system as to which such default or noncompliance shell have occurred. ”
Dallas, City	8/10/1981	Sec. 14	“If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this agreement or permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination no refund shall be made.”
Dallas, Town	3/17/1997	Art. 14	“If Licensee shall fail to comply with any of the provisions of this agreement including the specifications herein before referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination no refund shall be made.”
Edgecombe-Martin County EMC	4/28/1994	Sec. 10	“If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made sale for such pole.”

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Elizabeth City	4/9/1975	Sec. 14	<p>“If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinafter referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compliance Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination, no proportionate refund of prepaid rentals shall be made.”</p>
EnergyUnited EMC	07/31/2016	Arts. 11(a), (b)	<p>“If Licensee shall fail to substantially comply with the material provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within 30 days after written notice from Licensor to correct such noncompliance or default (or, for defaults of a nature not susceptible to remedy within this 30 day period, within a reasonable time period thereafter), Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the pole or poles in respect to which such default or noncompliance shall have occurred, and/or may refuse to issue permits for any new or additional Pole Attachments hereunder. In case of such termination, no refund or accrued rental shall be made and the Licensee’s facilities shall be physically removed by the Licensee, at its expense, within 180 days. Licensor’s failure to give timely, written notice to Licensee to correct any noncompliance or default shall not be construed as a waiver of or consent by Licensor to such noncompliance or default.”</p> <p>“If Licensee shall default according to the time limits set herein, in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work without Licensor incurring any liability to Licensee, and the Licensee shall reimburse the Licensor for the actual cost. Licensor shall notify the Licensee of the default prior to incurring costs for the account of the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Farmville, Town	9/17/1981	Art. 14	“If Alert shall fail to comply with any of the provisions of this Agreement, including the specifications hereinbefore referred to, default in any of its obligations under this Agreement and fail within thirty (30) days after written notice from Town to correct such default or non-compliance, be finally adjudicated by any Court as a bankrupt, voluntary or involuntary, under any bankruptcy law or action, be finally adjudicated by any Court as insolvent or unable to pay its debts, assign all or any part of its property or assets for the benefit of creditors, or suffer the levy of execution, attachment or other taking of its property, assets or interests hereunder by process of law or otherwise in satisfaction of any judgment, debt, or claim, Town may, at its option, forthwith terminate this Agreement all of the permits issued hereunder, or any permit covering the poles covering the poles as to which such default or non-compliance shall have occurred. In cases of such termination, no refund shall be made to Alert.”
Fayetteville Public Works Commission	9/25/2006	Art. XXII(B)	“Upon receiving a written notice of default, Licensee shall correct the default within fifteen (15) business days or request such longer period of time as is reasonably necessary to make such corrections. PWC shall not unreasonably deny a request for extension of time to remedy a default that cannot otherwise be immediately remedied. When the default is corrected, the Licensee shall confirm this in writing to PWC. If the Licensee fails to discontinue or correct a default within the prescribed period, including any reasonable extensions thereto, PWC may immediately terminate the License Agreement, any Permit(s) issued under it, or both. ”

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Four County EMC	1/1/2004	Sec. 11	<p>“If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this Agreement, and shall fail within 30 days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund or accrued rental shall be made and the Licensee's facilities may be physically removed by the Licensor at Licensor's sole option and the cost shall be borne by Licensee. Licensor's failure to give timely, written notice to Licensee to correct any noncompliance or default shall not be construed as a waiver of or consent by Licensor to such noncompliance or default.”</p> <p>“If Licensee shall default according to the time limits set herein, in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost. Licensor shall notify the Licensee, according to Section 19 herein, of the default prior to incurring cost to the account of the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Four County EMC	01/01/2005	Sec. 11(a), (b)	<p>“If either party shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this Agreement, and shall fail within 30 days after written notice from the other party to correct such noncompliance or default, the complaining party may, at its option, and without further notice, declare this Agreement to be terminated in its entirety. A party’s failure to give timely, written notice to the other party to correct any noncompliance or default shall not be construed as a waiver of or consent by the complaining party to such noncompliance or default.”</p> <p>“If Licensee shall default according to the time limits set herein, in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost. Licensor shall notify the Licensee, according to Section 19 herein, of the default prior to incurring cost to the account of the Licensee.”</p>
Fremont	11/06/1980	Art. 14	<p>“If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default Licensor may, at its option, forthwith and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.”</p>
Gastonia, City	05/20/2015	Art. 7.1	<p>“If Licensee shall default in any material obligation under this Agreement, Licensor may, in the event Licensee fails to cure such default in accordance with Section 7.3 below, terminate Licensee’s use of the particular poles/conduits covered by this Agreement which are the subject of the default or terminate this Agreement in its entirety.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Granite Falls, Town of	5/17/1982	Art. X	“Owner may, by written notice to Licensee, terminate this Agreement if any amounts due by Licensee are not paid within sixty (60) days after becoming due and payable.”
Halifax EMC	01/04/2004	Arts. 23.2, 23.3	<p>“In the event of Default, Owner may at any time thereafter for so long as the default condition exists upon Notice of Default do any one or all of the following (1) Declare this Agreement to be terminated in its entirety; (2) Terminate the Permits covering the pole or poles in respect to which such default or noncompliance shall have occurred; (3) Refuse to issue any more Permits; (4) Stop all Make Ready Construction Work and retain any monies that have been paid.”</p> <p>“If Licensee defaults in the performance of any work, which it is obligated to do under this Agreement, Owner may elect to do such work, and Licensee shall reimburse Owner of Owner’s Cost. If Owner elects to do such work, except for gross negligence or willful misconduct, Owner shall not be liable for any loss or damage to Licensee’s facilities, which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming actual damages.”</p>
Haywood EMC	6/1/1982	Sec. 14	“If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licenser to correct such default or noncompliance, Licenser may, at its option, forthwith terminate this agreement or the permit covering the poles a to which such default or noncompliance shall have occurred. In case of such termination no refund shall be made.”

Pole Owner	Date of Agreement	Section	Term: Default Remedies
High Point, City	01/01/1987	Art. 21	“If Grantee shall fail to comply with any of the provisions of this agreement including the specifications herein before referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Grantor to correct such default or non-compliance, Grantor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination no refund shall be made.”
Housing Authority of the City of Wilmington, NC	9/1/1978	Sec. 13	“If the Company shall fail to comply with any of the provisions of this agreement, including the specifications hereinbefore referred to, or default in any of its obligations in this agreement, and shall fail within sixty (60) days after written notice from the Authority to correct such default or non-compliance, the Authority may, at its option, forthwith terminate this agreement for the permit covering the poles as to which such default or noncompliance shall have occurred. In the event that the Authority terminates this agreement, in whole or in part, the Company shall within ninety (90) days therefrom remove its facilities, and in the event that the Company does not remove its facilities within ninety (90) days, the Authority may do so, the removal cost to be borne, in any event, by the Company.”

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Jones-Onslow	1/1/2005	Art. 23	<p>“In the event of Default, Owner may at any time thereafter for so long as the default condition exists upon Notice of Default do any one or all of the following: (1) Declare this Agreement to be terminated in its entirety; (2) Terminate the Permits covering the pole or poles in respect to which such default or non-compliance shall have occurred; (3) Refuse to issue any more Permits; or, (4) Stop all Make Ready Construction Work and retain any monies that have been paid, or any combination of these remedies and those set out herein and in Section 23.3.”</p> <p>“Whenever Owner finds that Licensee is allegedly in Default of this Agreement, a written notice shall be given to Licensee. The written notice shall describe in reasonable detail the alleged Default so as to afford the Licensee an opportunity to remedy the violation. Licensee shall have 30 days subsequent to receipt of the notice in which to correct the Default before Owner may exercise any of the above referenced remedies. Licensee may, within 10 days of receipt of notice, notify Owner that there is a dispute as to whether a Default has, in fact, occurred. Such notice by Licensee shall specify with particularity the matters disputed by Licensee and shall stay the running of the above-described time. Owner and Licensee shall then schedule a meeting to resolve the issues within 10 days of notice of dispute. If resolution cannot be met, default will be declared and Owner may enforce any options available under this article.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Jones-Onslow EMC	06/07/2007	Arts. 23.2, 23.3	<p>“In the event of Default, Owner may at any time thereafter for so long as the default condition exists do any one or all of the following: (1) Declare this Agreement to be terminated in its entirety; (2) Terminate the Permits covering the pole or poles in respect to which such default or non-compliance shall have occurred; (3) Refuse to issue any more Permits; or, (4) Stop all Make Ready Construction Work and retain any monies that have been paid, or any combination of these remedies or those set out herein in Section 23.3.”</p> <p>“If Licensee defaults in the performance of any work that it is obligated to do under this Agreement, Owner may elect to do such work, and Licensee shall reimburse Owner for Owner’s reasonable costs in completing such work. If Owner elects to do such work, Owner shall not be liable for any loss or damage to Licensee’s facilities which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming actual damages, except when caused by Owner’s gross negligence or willful misconduct.”</p>
Kings Mountain, City	02/01/2007	Sec. 14	<p>“If the Licensee shall fail to comply with any of the provisions of or obligations under this agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance with the exception of any shorter notice provisions set out herein or to diligently commence correction of such default or noncompliance if such correction cannot be effected within the applicable notice period, the Licensor may, at its option, terminate this agreement in whole or in part or as to a smaller affected area. In case of such termination, no refund shall be made, and the Licensee’s wires, cables, equipment, and apparatus may be removed from the Licensor’s poles at the Licensee’s expense.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Landis, Town	6/16/1984	Sec. 14	<p>“If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In case of such termination no refund shall be made.”</p>
Lumbee River EMC	02/06/2006	Sec. 11(a), (b)	<p>“If Licensee shall fail to comply with any of the material provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within sixty (60) days after written notice from Licensor to correct such material noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the Joint Use Pole or Poles with respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of rental payments shall be made. Licensor’s failure to give timely, written notice to Licensee to correct any noncompliance or default shall not be construed as a waiver of or consent by Licensor to such noncompliance or default.”</p> <p>“If after written notice from Licensor and the expiration of sixty (60) days, Licensee shall default in the performance of any work it is obligated to do under this Agreement, Licensor may elect to do such work. and Licensee shall reimburse licensor for the cost. Licensor shall notify the Licensee, according to Section 20 herein, of the default prior to incurring cost to the account of the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Lumberton, City	1/1/2007	Sec. 11	<p>“(a) If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this Agreement, and shall fail within 30 days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and written notice, terminate the Permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund or accrued rental shall be made and in the event of any serious safety issue caused by Licensee, the Licensee's facilities may be physically removed by the Licensor at Licensor's sole option and the cost shall be borne by Licensee. Licensor's failure to give timely, written notice to Licensee to correct any noncompliance or default shall not be construed as a waiver of or consent by Licensor to such noncompliance or default.”</p> <p>“If Licensee shall default according to the time limits set herein, in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost. Licensor shall notify the Licensee, according to Section 19 herein, of the default 30 days prior to incurring cost to the account of the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Monroe, City	2005	Sec. 13(a) & (c)	<p>“It shall be an "Event of Default" if Attachor shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and such failure shall not be cured within any applicable cure period set forth in this Agreement. Upon the occurrence of any uncured Event of Default, City may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such Event of Default or noncompliance shall have occurred. In case of such termination, no refunds shall be made to the Attachor, and Attachor's Attachments may be physically removed by City at City's sole option. All removal cost shall be borne by Attachor. City may also pursue any and all other remedies available at law or in equity.”</p> <p>“If Attachor defaults in any of its obligations under this Agreement and it becomes necessary for City to obtain the services of an attorney to enforce such obligations or seek remedies for Attachor's default, Attachor agrees to pay any and all reasonable attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.”</p>
Mountain Electric Cooperative	8/1/1990	Sec. 14	<p>“If licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or defaults in the performance of any of its obligations under this agreement and shall fail within fifteen (15) days after written notice from Owner to correct such default or non-compliance, owner may, at its option, forthwith terminate this agreement, or the specific permit or permits covering the poles and licensee's attachments to which such default or non-compliance is applicable.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Newton, City of	1/1/2006	Sec. 11	<p>“If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this Agreement, and shall fail within 30 days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made and the Licensee's facilities may be physically removed by the Licensor at Licensor's sole option and the cost shall be borne by Licensee. Licensor's failure to give timely, written notice to Licensee to correct any noncompliance or default shall not be construed as a waiver of or consent by Licensor to such noncompliance or default.”</p> <p>“If Licensee shall default according to the time limits set herein, in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the reasonable cost. Licensor shall notify the Licensee, according to Section 19 herein, of the default prior to incurring cost to the account of the Licensee.”</p> <p>“If either party shall default in any of its obligations under this Agreement and it becomes necessary for the other party to obtain the services of any attorney who is not a salaried employee of such non-breaching party to enforce such obligations, the non-prevailing party in any such dispute agrees to pay any and all attorney fees, court costs and other costs of litigation incurred by the prevailing party associated with the enforcement of such obligations.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Orange County	10/20/1981	Sec. 14	“If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In case of such termination no refund shall be made.”
Pee Dee EMC	9/6/1990	Sec. 15	“If Licensee shall fail to comply with any of the provisions of this Agreement, or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, forthwith and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred [sic]. In case of such termination, no refund of accrued rental shall be made.”

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Piedmont EMC	11/1/1995	Sec. 10	<p>“If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this agreement, and shall fail within sixty (60) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.”</p> <p>“If Licensee shall make default in the performance of any work which it is obligated to do under this agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost.”</p> <p>“If the Licensee shall be in default of any of its obligations under this Agreement, the Licensee agrees to pay any and all of Licensor's attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Piedmont EMC	1/1/2005	Art. 23	<p>“If Licensee defaults in the payment of any undisputed fees or other sums due and payable to Owner under this Agreement and such default continues for a period of thirty (30) days after Notice of such default has been given by Owner to Licensee or, with regard to Licensee in a matter that does not involve safety, and with regard to Owner in any matter, if either party shall violate or default in the performance of any covenants, agreements, stipulations or other conditions contained herein (other than the payment of fees and other sums) for a period of thirty (30) days after Notice of such violation or default has been given by the non-defaulting party to such defaulting party or, in the case of a default not curable within thirty (30) days, if such defaulting party shall fail to commence to cure the same within thirty (30) days and proceed diligently until corrected, or, in a matter that does involve safety, (i) Licensee shall violate or default in the performance of any covenants, agreements, stipulations or other conditions contained herein and fails to commence to cure the same immediately upon Notice and thereafter proceed to pursue diligently until corrected or (ii) if the correction takes longer than thirty (30) days.”</p> <p>“In the event of Default, Owner may at any time thereafter for so long as the default condition exists upon Notice of Default do any one or all of the following: (1) Declare this Agreement to be terminated in its entirety; (2) Terminate the Permits covering the pole or poles in respect to which such default or non-compliance shall have occurred; (3) Refuse to issue any more Permits; or, (4) Stop all Make Ready Construction Work and retain any monies that have been paid, depending on the particular circumstances of default.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Randolph EMC	1/1/2006	Art. XI	<p>“If Licensee shall fail to substantially comply with the material provisions of this agreement or should default in any of its obligations under this Agreement, and shall fail within 30 days after written notice from Licensor to commence action to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the pole or poles in respect to which such default or noncompliance shall have occurred, subject to Licensee's rights pursuant to Section XXV of this Agreement. In case of such termination, no refund or accrued rental shall be made and the Licensee's facilities shall be physically removed by the Licensee, at its expense, within 180 days. Licensor's failure to give timely, written notice to Licensee to correct any noncompliance or default shall not be construed as a waiver of or consent by Licensor to such noncompliance or default.”</p> <p>“If Licensee shall default according to the time limits set herein, in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost. Licensor shall notify the Licensee, according to Section XIX herein, of the default prior to incurring cost to the account of the Licensee.”</p>
Red Springs, Town	01/01/2015	Art. 7.1	<p>“If Licensee shall default in any material obligation under this Agreement, Town may, in the event Licensee fails to cure such default in accordance with Section 7.3 below, terminate Licensee’s use of the particular poles/conduits covered by this Agreement which are the subject of the default or terminate this Agreement in its entirety.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Roanoke EMC	1/1/2001	Sec. 10	“Right to Terminate Agreement. If Licensee fails to comply with any of the provisions of this Agreement of defaults in any of its obligations under this Agreement and, upon thirty (30) day written notice by Licensor, Licensee has not cured or commenced and is pursuing diligent efforts to cure the defect or default, Licensor may, at its option, and without further notice, declare the Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which the default or noncompliance has occurred. In case of the termination, no refund of accrued rental shall be made.”

Rutherford EMC	2/4/2013	Art. 23	<p>“The following shall be an event of Default:</p> <p>(1) If Licensee defaults in the payment of any fees or other sums due and payable to Owner under this Agreement and such default continues for a period of thirty (30) days after Notice of such default has been given by Owner to Licensee or,</p> <p>(2) In a matter that does not involve safety, if Licensee shall violate or default in the performance of any covenants, agreements, stipulations or other conditions contained herein (other than the payment of fees and other sums) for a period of thirty (30) days after Notice of such violation or default has been given by Owner to Licensee or, in the case of a default not curable within thirty (30) days, if Licensee shall fail to continue to cure the same within thirty (30) days and proceed diligently until corrected, or,</p> <p>(3) In a matter that does involve safety, (i) Licensee violates or defaults in the performance of any covenants, agreements, stipulations or other conditions contained herein (other than the payment of fees and other sums) and fails to commence to cure the same immediately upon Notice and thereafter proceed to pursue diligently until corrected or (ii) if the correction takes longer than forty-five (45) days.”</p> <p>“In the event of Default, Owner shall deliver to Licensee a Notice of Default, and may at any time thereafter for so long as the default condition exists, and in addition to the remedies of Section 23.3, do any one or all of the following: (1) Declare this Agreement to be terminated in its entirety; (2) Terminate the Permits covering the pole or poles in respect to which such default or noncompliance shall have occurred; (3) Refuse to issue any more Permits; and, (4) Stop all Make Ready Construction Work and retain any monies that have been paid.”</p> <p>“Whenever Owner finds that Licensee is allegedly in default of this Agreement, a written Notice of Default shall be given to Licensee. The written notice shall describe in reasonable detail the alleged</p>
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Pole Owner	Date of Agreement	Section	Term: Default Remedies
			Default so as to afford the Licensee an opportunity to remedy the violation. Licensee shall have 10 days from receipt of that Notice of Default to notify Owner that there is a dispute as to whether a Default has, in fact, occurred. Such notice by Licensee shall specify with particularity the matters disputed by Licensee as to the alleged Default, and, without regard to whether the alleged Default is disputed, Licensee shall have thirty (30) days subsequent to receipt of the Notice of Default in which to correct the Default before Owner may exercise any of the above-referenced remedies. Owner and Licensee may, but are not required, to schedule a meeting to resolve any issues raised by Licensee regarding whether a Default has, in fact, occurred, within 10 days of Owner's receipt of a timely notice of dispute delivered by Licensee. Unless Owner and Licensee agree in writing otherwise, then upon the expiration of the thirty (30) day period following a Notice of Default, a Default will be declared and Owner may enforce any options or remedies available under this Article."
Selma, Town	012/2014	Art. 7.1	"If Licensee shall default in any material obligation under this Agreement, Licensor may, in the event Licensee fails to cure such default in accordance with Section 7.3 below, terminate Licensee's use of the particular poles/conduits covered by this Agreement which are the subject of the default or terminate this Agreement in its entirety. "
Skyline Telephone Membership Corporation	11/1/1989	Sec. 14	"If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or defaults in the performance of any of its obligations under this agreement and shall fail within (30) days after written notice from Owner to correct such default or non-compliance, Owner may, at its option, forthwith terminate this agreement, or the specific permit or permits covering the poles and Licensee's attachments to which such default or non-compliance is applicable. "

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Smithfield, Town	4/25/1975	Sec. 14	<p>“If Licensee shall fail to comply with any of the provisions of this Agreement, or should default in any of its obligations under this agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default Licensor may, at its option, forthwith and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.”</p>
South River EMC	08/17/2016	Arts. 23.2, 23.4	<p>“In the event of Default, Owner may at any time thereafter for so long as the default condition exists do any one or all of the following: (1) Declare this Agreement to be terminated in its entirety; (2) Terminate the Permits covering the pole or poles in respect to which such default or non-compliance shall have occurred; (3) Refuse to issue any more Permits; or, (4) Stop all Make Ready Construction Work and retain any monies that have been paid, or any combination of these remedies or those set out elsewhere in this Agreement, including Section 23.3. In the event that there is a dispute over whether a Default exists, the parties shall resolve the dispute using the dispute procedure set forth in N.C.G.S. § 62-350, and the remedies set forth in this Section 23.2 may not be applied until after the conclusion of such procedure.”</p> <p>“If Licensee defaults in the performance of any work that it is obligated to do under this Agreement, Owner may elect to do such work, and Licensee shall reimburse Owner for Owner’s reasonable costs in completing such work. If Owner elects to do such work, Owner shall not be liable for any loss or damage to Licensee’s facilities which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming actual damages, except when caused by Owner’s gross negligence or willful misconduct.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Southern Bell Tel. & Tel.	02/11/1988	Art. XIX(C)	“Licensor will promptly notify the Licensee in writing of any condition(s) applicable to B) above. Licensee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to Licensor within 30 days following receipt of such written notice that the cited condition(s) has (have) ceased or been corrected. If Licensee fails to discontinue or correct such conditions and fails to give the required confirmation, Licensor may immediately terminate this Agreement. ”
Stantonsburg, Town	8/12/1982	Sec. 14	“If Licensee shall fail to comply with any of the provisions of this Agreement, or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default Licensor may, at its option, forthwith and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.”

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Surry-Yadkin	1/1/2004	Sec. 11	<p>“If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this Agreement, and shall fail within 30 days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund or accrued rental shall be made and the Licensee's facilities may be physically removed by the Licensor at Licensor's sole option and the cost shall be borne by Licensee. Licensor's failure to give timely, written notice to Licensee to correct any noncompliance or default shall not be construed as a waiver of or consent by Licensor to such noncompliance or default.”</p> <p>“If Licensee shall default according to the time limits set herein, in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost. Licensor shall notify the Licensee, according to Section 19 herein, of the default prior to incurring cost to the account of the Licensee.”</p> <p>“If the Licensee shall default in any of its obligations under this Agreement and it becomes necessary for the Licensor to obtain the services of any attorney who is not a salaried employee of the Licensor to enforce such obligations, the Licensee agrees to pay any and all attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Surry-Yadkin EMC	01/01/2006	Sec. XI(a), (b)	<p>“If Licensee shall fail to substantially comply with the material provisions of this agreement or should default in any of its obligations under this Agreement, and shall fail within 30 days after written notice from Licensor to commence action to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the pole or poles in respect to which such default or noncompliance shall have occurred, subject to Licensee’s rights pursuant to Section XXV of this Agreement. In case of such termination, no refund or accrued rental shall be made and the Licensee’s facilities shall be physically removed by the Licensee, at its expense, within 180 days. Licensor’s failure to give timely, written notice to Licensee to correct any noncompliance or default shall not be construed as a waiver of or consent by Licensor to such noncompliance or default.”</p> <p>“If Licensee shall default according to the time limits set herein, in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost. Licensor shall notify the Licensee, according to Section XIX herein, of the default prior to incurring cost to the account of the Licensee.”</p>
Tideland EMC	7/31/1986	Sec. 14	<p>“If Company shall fail to comply with any of the provision of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Tideland to correct such default or noncompliance, may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In cases of such termination, no refund shall be made.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Tideland EMC	3/6/2001	Sec. 10	<p>“If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.”</p> <p>“If Licensee shall make default in the performance of any work which it is obligated to do under this agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost.”</p> <p>“If the Licensee shall make default in any of its obligations under this Agreement and it becomes necessary for the Licensor to obtain the services of an attorney, who is not a salaried employee of the Licensor, to enforce such obligations, the Licensee agrees to pay any and all attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Tri-County EMC			<p>“In the absence of resolution of the matter in accordance with Article 12, Section A, the aggrieved party may provide a notice of default to the other party in writing. Should such default continue for thirty (30) days after due notice thereof in writing describing the nature of the default, the rights under this contract may be suspended insofar as concerns the granting of future attachments or other joint use. Upon receipt of such notice of default, the party alleged to be in default shall either work diligently and cooperatively with the aggrieved party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the party alleged to be in default. If such default is due or is alleged to be due to the Licensee's performance or non-performance and such default shall continue for a period of ninety (90) days after such suspension, EMC may, at its sole discretion and option, terminate this Agreement, deny future Attachments and/or remove the Attachments of Licensee at Licensee's expense, and no liability therefore shall be incurred by the EMC because of any or all such actions. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the parties if a cure is not reasonably possible within the lime frames specified above.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Union EMC	7/1/2007	Sec. 11	<p>“If Licensee shall fail to comply with any of the provisions of this agreement or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and written notice, terminate the Permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination no refund of accrued rental shall be made.”</p> <p>“If Licensee shall default according to the time limits set herein, in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost. Licensor shall notify the Licensee, according to Section 19 herein, of the default 30 days prior to incurring cost to the account of the Licensee.”</p>
Waynesville, Town of	8/14/1963	Sec. 12	<p>“If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations in this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In the event that the Licensor terminates this agreement, in whole or in part, the Licensee shall within thirty (30) days remove its facilities, and in the event that the Licensee does not remove its facilities within thirty (30) days, the Licensor may do so, the removal costs to be borne, in any event, by the Licensee.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Wilson, City	11/18/2005	Sec. 18	<p>“If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination no refund shall be made. The happening of any one or more of the following listed events shall constitute a breach of this agreement on the part of Licensee, and Licensor may immediately exercise its rights to terminate this agreement as hereinbefore stated, and exercise its rights granted in Paragraph 23 below namely:</p> <p>(a) The final adjudication by any court of Licensee as a bankrupt, voluntary or involuntary, under any bankruptcy law or action.</p> <p>(b) The final adjudication by any court of Licensee as an insolvent or unable to pay its debts.</p> <p>(c) The failure of Licensee to pay any rent or other charge payable under this agreement and a continued failure to pay the same for thirty (30) days or more after written notice of failure of payment given by Licensor to Licensee.</p> <p>(d) The failure of Licensee to fully and promptly perform any act as required of it in the performance of this agreement or otherwise comply with any term or provision hereof. Licensee will be "promptly" performing any such act, if, within thirty (30) days after written notice to it from Licensor, it commences and thereafter with due diligence proceeds to perform such act.</p> <p>(e) The assignment by Licensee of all or part of its property or assets for the benefit of creditors.</p> <p>(f) The levy of execution, attachment, or other taking of property, assets or the interest of Licensee hereunder by process of law or otherwise in satisfaction of any judgment, debt or claim, which levy, attachment or other taking shall continue for more than thirty (30) days.”</p>

Pole Owner	Date of Agreement	Section	Term: Default Remedies
Wilson, City	1/1/2016	Sec. 18	“If a Party shall fail to comply with any of the material provisions of this agreement including the specifications set forth in Section 3 hereof, or materially default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from the other Party to correct such default or non-compliance, such other Party may, at its option, forthwith terminate this agreement. ”