

THIS AGREEMENT made in duplicate this 19th. day of November, 1973.
BETWEEN:

THE TOWN OF PELHAM,

Hereinafter called the "Town"

OF THE FIRST PART:

- and -

ARMSTRONG COMMUNICATIONS LIMITED,

Hereinafter called the "Company"

OF THE SECOND PART:

WITNESSETH THAT:

WHEREAS the Company has made application to the Town for permission to locate, erect and maintain equipment on Regional Roads for the purpose of transmitting by wire, cable and amplifiers and other accessories, television programs or parts thereof.

AND WHEREAS the Council of the Town has resolved to grant such permission subject to the terms and conditions contained in this agreement.

NOW THEREFORE in consideration of the premises, the Town does hereby grant privilege and permission to the Company during the pleasure of the Council of the Town, to locate, erect and maintain cable T.V. equipment upon, across or along any Town Road, upon any poles with the consent of the owner of such poles, subject to the terms and conditions contained therein.

The Company does acknowledge and agree to each and all terms and conditions of this agreement hereinafter more particularly set out as follows:

The Company shall:

1. Submit to the Works Superintendent of the Town, from time to time or as he may require:

- (i) application in form and content satisfactory to the Town Works Superintendent and
- (ii) plans, specifications, drawings and schedules satisfactory to the Town Works Superintendent, and
- (iii) consent of the owner of the poles prior to and pertaining to placing, maintaining, relocating, altering or removing of Cable T.V. equipment.

2. Obtain approval in writing of the Town Works Superintendent as he may determine prior to placing, maintaining, relocating, altering or removing Cable T.V. equipment.
3. Place and maintain the Cable T.V. equipment at such locations as are designated in such schedules as may be submitted to the Town Works Superintendent under paragraph numbered 1 and approved under paragraph numbered 2 above.
4. Relocate, alter or remove the Cable T.V. equipment as required by the Town Works Superintendent provided that where the Company does not relocate, alter or remove the Cable T.V. equipment as required, the Town Works Superintendent relocate, alter or remove the Cable T.V. equipment upon seven days' notice in writing to the Company or may forthwith direct the Company to relocate, alter or remove the said Cable T.V. equipment.
5. Place, maintain, relocate, alter or remove the Cable T.V. equipment to the satisfaction of and under the general supervision of the Town Works Superintendent.
6. Place, maintain, relocate, alter or remove the Cable T.V. equipment only in the area for which the Company has been licensed to operate by the Canadian Radio and Television Commission.
7. Assume and pay each, any, every, all and the entire expense, cost, charge or sum
 - (i) resulting from,
 - (a) placing and maintaining the Cable T.V. equipment referred to in paragraph numbered 3 and
 - (b) relocating, altering or removing the Cable T.V. equipment referred to in paragraph numbered 4.
 - (ii) affecting the Town Roads in any way due to the placing, maintaining, relocating, altering or removing the Cable T.V. equipment.
8. Assume all risk of whatsoever nature pertaining to any loss or damage or detriment suffered by any person because of this agreement and the permission granted by the Region.
9. Save, defend, keep harmless and fully indemnify the Town from all loss, costs, charges, damages and expense, suits, proceedings and actions as the Region may at any time or times bear, sustain or be put to as a result of or arising from this agreement and the permission granted by the Region.
10. Place and maintain public liability insurance in form and amount satisfactory to the Town Solicitor naming the Town as an additional insured, to insure proper compliance with the terms and conditions of this agreement and to protect the Town from any damages that may flow or arise from the use and operation of the Cable T.V. equipment of the Company placed and maintained on the Town Roads.

11. Pay all Federal, Provincial and Municipal taxes, levies and charges as may arise from time to time by reason of the privilege granted herein.

The schedules referred to in paragraph numbered 3 above are deemed conclusively to form part of this agreement and all other terms and conditions herein apply as if the said schedules' formed part of this agreement on the date of execution hereof.

The privilege and permission granted herein shall continue during the pleasure of the Council of the Town.

The privilege and permission granted herein and each and every term and condition of this agreement does not enure for the benefit of any successor or assign of the Company.

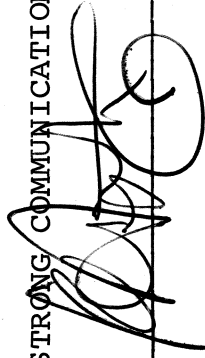
This agreement comes into force on the 19th day of November, 1973.

IN WITNESS WHEREOF the Parties hereto have signed, sealed and executed these presents under the hands of their officers duly authorized in that behalf.

TOWN OF PELHAM


MAYOR


CLERK

ARMSTRONG COMMUNICATIONS LIMITED


THE UNIVERSITY OF CHICAGO

LIBRARY

UNIVERSITY OF CHICAGO