

UC. INDEX NO.
RCI-1

*A.L. Rendrya
Union Carbide Corp.
Linde Division
P.O. Box 44
Tonawanda, NY
14151-0044*

LICENSE TO USE PIPELINE BRIDGE

846207

THIS AGREEMENT made and entered into this 1st day of September, 1985, by and between UNION CARBIDE CORPORATION, LINDE DIVISION, a New York corporation (hereinafter called "Licensor"), and RCI CORPORATION, a Delaware corporation (hereinafter called "Licensee").

RUDOLPH CLAY
RECORDER

MAR 24 11 21 AM '85

STATE OF INDIANA, S. NO.
LAKE COUNTY
FILED FOR RECORD

W I T N E S S E T H

WHEREAS, Licensor has constructed and owns a pipeline bridge across the Indiana Harbor Canal, as hereinafter provided; and

WHEREAS, Licensee desires the use of said bridge for one of its communications cables; and

WHEREAS, Licensor is willing to grant the right to Licensee to use said bridge for its communications cable, subject to the terms and conditions and upon the considerations hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. Licensor hereby grants to Licensee, insofar as Licensor has the right, but without warranty of any kind, the right and license to use, and to cross the Indiana Harbor Canal in East Chicago, Indiana on, Licensor's pipeline bridge constructed at the location on the New York Central Railroad Company right of way shown on the attached drawing No. F-624444

11.50

(Location Plan). Said license is for one 2" conduit and communications cable, to be installed by Licensee within approximately 6 months from the date hereof. Licensor further grants to Licensee the right of access to its pipeline bridge at time or times convenient to Licensor for construction and for maintenance of said conduit and communications cable to be performed at Licensee's sole cost and expense. The right and license herein granted is subject to Licensor's approval of the plans and specifications for Licensee's cable as hereinafter provided.

2. The term of this license shall extend until September 1, 1986 and from year to year thereafter unless and until terminated as hereinafter provided.

3. When Licensee is ready to commence installation of its said cable, it shall so notify Licensor in writing and said construction will be in accordance with the aforesaid plan and specifications.

4. Licensee agrees to pay Licensor the sum of one dollar (\$1.00) and other good and valuable consideration of the rights herein granted by Licensor to Licensee, to be paid up on execution hereof.

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5. Licensee agrees to indemnify and hold harmless Licensor from and against all loss, damage and liability on account of personal injuries or damage to property at any time resulting from Licensee's use of said pipeline bridge unless due to the sole negligence of Licensor, its agents or employees.

6. (a) In the event Licensee shall fail to comply with any of the terms and conditions hereof and shall fail to remedy any such default within twenty (20) days after written notice thereof from Licensor, or in the event Licensee shall abandon its said cable, Licensor shall, in addition to whatever rights and remedies it may have at law or in equity on account of such default, require Licensee to remove its said cable from the pipeline bridge, and the license granted to Licensee shall thereupon terminate.

(b) Either party may terminate the license at any time upon the giving of one year's prior written notice to the other party.

7. This agreement shall not be assignable by Licensee without the prior written consent of the Licensor but shall inure to and be binding upon the legal successors and assigns of the respective parties.

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8. Any notice required hereunder shall be deemed properly served if timely mailed to Licensor at Old Ridgebury Road, Danbury, Connecticut 06817, attention Manager, Real Estate, Linde Division, or to Licensee at 333 Metro Park, Rochester, New York 14623, attention General Manager-Network and Operations.

9. The license herein granted shall remain in effect from the date hereof, subject to termination as hereinabove provided, as long as said bridge remains in existence or until Licensor's right to cross the said Canal shall be terminated by paramount interest or authority. In the event of destruction of all or substantially all of the pipeline bridge from whatever cause, the license herein granted shall automatically terminate. In the event of termination, there shall be no reimbursement of payments made by Licensee hereunder.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first above set forth.

UNION CARBIDE CORPORATION
LINDE DIVISION

By *E. J. [Signature]*
Vice President

*See
MRC
PBL*

ATTEST:
[Signature]
Assistant Secretary
Union Carbide Corporation

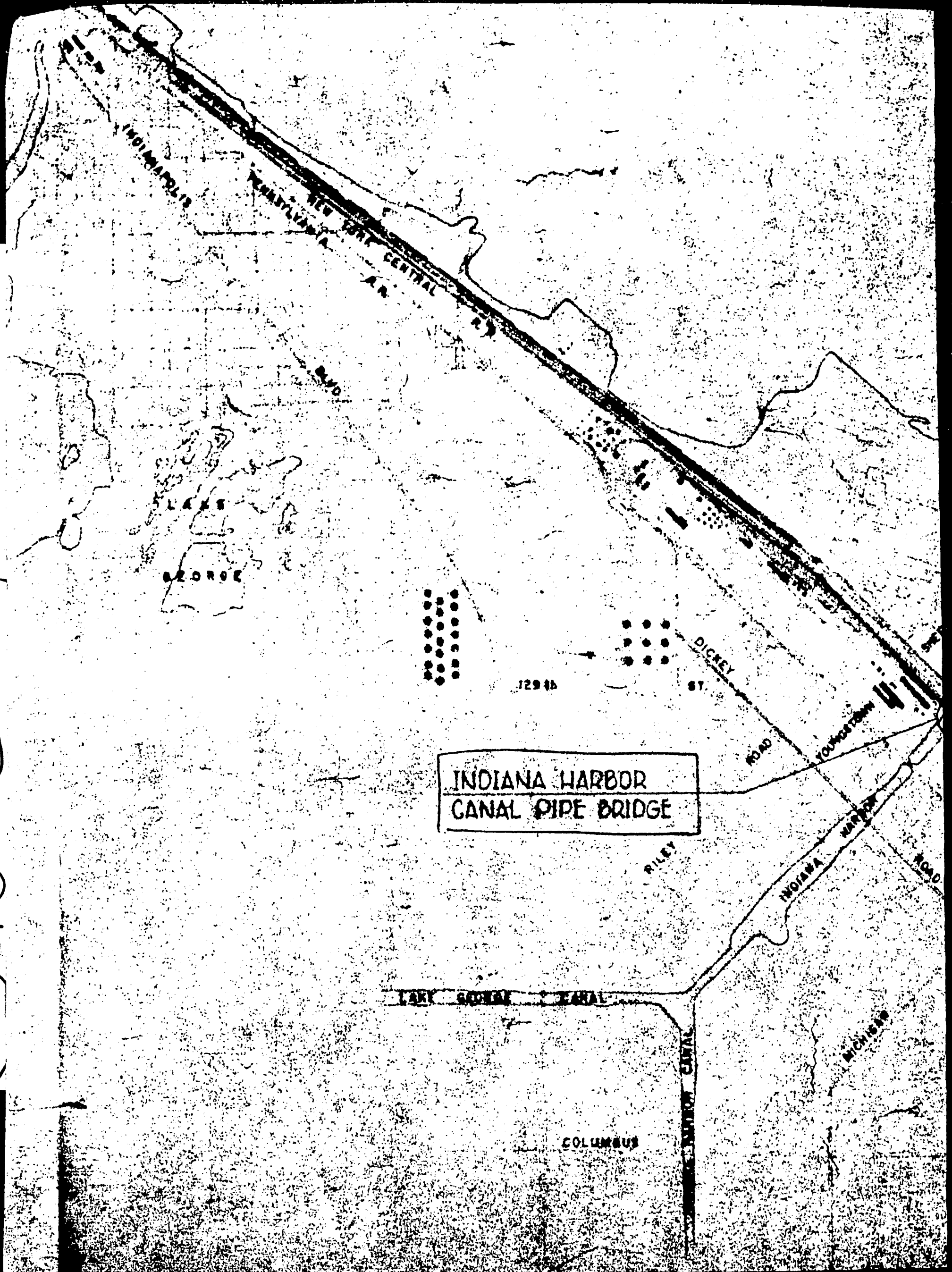
RCI CORPORATION

By *John H. Cline*
President

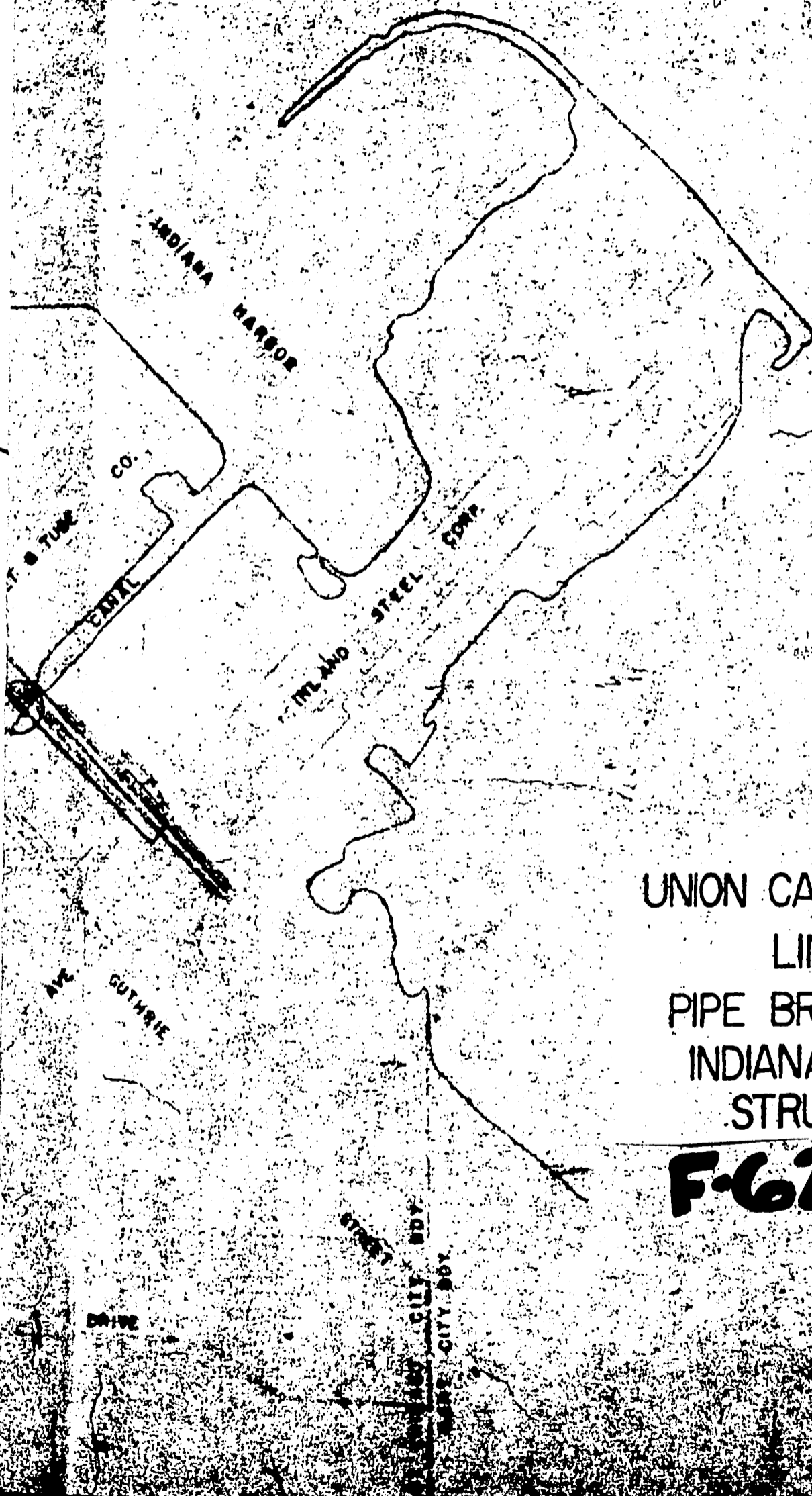
ATTEST:
[Signature]
Secretary

APPROVED
AS TO FORM
[Signature]
Managing Atty

Bad ORIGINAL



Bad Original



UNION CARBIDE CORPORATION
LINDE DIVISION
PIPE BRIDGE ACROSS THE
INDIANA HARBOR CANAL
STRUCTURAL STEEL

F-624444