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SECTION 5 – PORT TERMINATION

5. General (Cont'd)

- 5.16 Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around TCG's CO.
- 5.17 LEC's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in TCG's sole judgment, might cause damage to or otherwise interfere with TCG's operations. TCG reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of TCG (and its affiliates, vendors, and customers).
- 5.18 In addition to the Licensed Facilities, LEC may bring into the Licensed Space the small tools and portable test equipment needed for the work for which LEC is responsible. LEC will be responsible for the care and safeguarding of all such items. LEC may not bring any other items into the TCG CO without TCG's prior written consent. In particular, and without limiting the foregoing, LEC may not bring into the TCG CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
- 5.19 TCG and its designees may inspect or observe the Licensed Space, the space designated by TCG for LEC transmission cable, the Licensed Facilities, and any work performed by or behalf of the LEC in the TCG CO, at any time. If the Licensed Space is surrounded by a security enclosure, LEC shall furnish TCG with all mechanisms and information needed for entry to the Licensed Space.
- 5.20 TCG and LEC intend that the Licensed Facilities, whether or not physically affixed to the TCG CO, shall not be construed to be fixtures. LEC (or the lessor of LEC equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.
- 5.21 LEC agrees not to sell, convey, or lease LEC transmission cable under any circumstances, except for a conveyance of LEC transmission cable to TCG upon termination of the applicable Space License. LEC further agrees not to cause, suffer, or permit LEC transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by LEC or any act or omission of LEC. If LEC transmission cable becomes so encumbered, LEC agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
- 5.22 The licenses granted are non-exclusive personal privileges allowing LEC to situate the Licensed Facilities in the locations indicated by TCG. These licenses and the payments by LEC do not create or vest in LEC (or in any other person) any property right or interest of any nature in any part of the TCG CO.
- 5.23 The licenses granted to LEC shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any TCG CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.