

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into the ____ day of _____, 20__ by and between City of Cuba, a Missouri municipality, with its principal place of business in Cuba, Missouri, (hereinafter called "Licensor"), and BlueBit Networks, a Missouri Limited Liability Corporation, providing communications services in Missouri, with its headquarters in Bourbon, Missouri (hereinafter jointly and severally called "Licensee" or "BlueBit"). Licensor and Licensee may each be referred to at times herein individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Licensor owns, operates, and maintains lines of poles in the State of Missouri; and

WHEREAS, Licensee desires to place certain lines, attachments, and apparatus on certain poles of Licensor for the limited purpose of providing communications services in compliance with any and all local, state, and federal regulations; provided, the Licensor may deny access to its poles for insufficient capacity or for reasons of safety, reliability, or generally applicable engineering reasons.

WHEREAS, Licensor is willing to permit Licensee, to the extent it may lawfully do so, to place said lines, attachments, and apparatus on said poles in the area shown on **Exhibit "A"** attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant, and agree as follows:

1. DEFINITIONS

- (a) For the purpose of this Agreement, the phrase "joint-use pole" shall mean a pole conforming to the latest specifications of the American Standards Association and containing at least one contact.
- (b) A "pole contact" is defined as any single attachment by a licensee to a pole of a licensor. Under ordinary circumstances in which a single communication cable is added to an existing pole, "pole contacts", "attachments", and "poles" shall be the same in number regardless of the designation used.
- (c) For this contract, the phrase "BlueBit" shall be used interchangeably with the word "Licensee". **To the extent that Crawford attaches electric distribution facilities to poles owned by BlueBit, their roles and obligations shall be deemed reversed.**

Does not apply, and Crawford was an error in this, remove this

2. SPECIFICATIONS

- (a) The joint-use poles covered by this Agreement shall be placed and maintained in accordance with the requirements, specifications, rules, and regulations of the latest edition of the National Electrical Safety Code (*NESC*), the Occupational Safety and Health Act (OSHA), the Rural Utility Service (RUS), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit "B". To the extent that any of the Licensor's rules and practices are more stringent than the NESC, OSHA, or RUS standards, the Licensor will explain the need for the more stringent requirements.
- (b) It is understood and agreed between the parties that the rules and practices set out in Exhibit "B" may be changed by Licensor, or new rules and practices may be adopted by Licensor, without resorting to the provisions of Section 15, relating to supplementation or amendment of this Agreement, and Licensee agrees to be bound by any such changes or adoptions on a going forward basis for new attachments following sixty (60) days advance written notice of such supplementation or amendment.
- (c) No tag, brand, or other device showing Licensee's name or insignia should be placed on, or attached to, any pole of Licensor, except such tag or insignia which shows BlueBit to be the licensee of such pole and not the owner thereof, and then only after obtaining the written consent of Licensor.
- (d) The strength of poles covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.
- (e) Any unbalanced loading of Licensor's poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee at no expense to Licensor.

3. ESTABLISHING JOINT USE OF POLES

- (a) Before Licensee shall make use of any of the Licensor's poles under this Agreement, Licensee shall request permission in writing on the application form attached and identified as Exhibit "C" and shall comply with the procedures set forth in this section.
- (b) If, in the judgement of Licensor, joint use under the circumstances is not possible because of insufficient capacity or for reasons of safety, reliability, and generally applicable engineering standards, Licensor has the right to reject the application if make-ready is not possible to resolve such circumstances. In any event, within thirty

(30) days after the receipt of such application, Licensor shall notify Licensee in writing whether the application is approved, approved with modification, or rejected. If Licensor does not respond within thirty (30) days, the failure to respond within the timeframe does not constitute an approval of the application.

(c) Licensor shall also, within the same thirty (30) days, submit to Licensee a cost estimate (based on Licensor's method of computing costs) for all changes which may be required in each such pole line, including an estimated completion date for such changes. Upon written notice (Exhibit C) by Licensee to Licensor of the cost estimate being approved, Licensor shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Licensor shall make every effort to complete this work at a mutually agreed upon completion date. Nothing shall preclude the parties from making any mutually agreeable arrangement for contracting for or otherwise accomplishing the necessary changes. Upon completion of all changes, Licensee shall have the right to use the poles jointly and to make attachments in accordance with the terms of the application and of this Agreement. Licensee shall, at its own expense, make attachments in such a manner as not to interfere with the service of Licensor, and shall place guys and anchors to sustain any unbalanced loads caused by its attachments.

(d) Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the actual and reasonable costs of making such changes. The obligations of Licensee shall not be limited to amounts shown on estimates made by Licensor. Costs include materials (less salvage), labor, engineering, supervision, overheads, and tree trimming necessary to accommodate Licensee's attachments. (Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and traverse loading). An itemized statement of the actual costs of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon. In lieu of free internet services

(e) All poles jointly used under this Agreement shall remain the property of Licensor, and any payments made by Licensee for changes in pole lines under this Agreement shall not entitle Licensee to ownership of any said poles.

(f) Licensor reserves the right to exclude any of its facilities from joint use for legitimate and nondiscriminatory reasons.

4. EASEMENTS AND RIGHTS-OF-WAY FOR ATTACHMENTS

Licensor warrants and assures Licensee any right-of-way privilege or easements Licensor possesses for utility services, both current and future.

5. MAINTENANCE OF POLES, ATTACHMENTS, AND RIGHT-OF-WAY

- (a) Licensor shall, at its own expense, maintain the jointly used poles in a safe and serviceable condition and in accordance with the specifications mentioned in Section 2, and shall replace, reinforce, or repair such poles as they become defective.
- (b) Whenever routine maintenance, right-of-way considerations, or public regulations make relocation of a pole necessary, such relocation shall be made by Licensor at its own expense, except each party shall bear the cost of transferring its own attachments.
- (c) Whenever it is necessary to replace or relocate a jointly used pole for routine maintenance, right-of-way considerations, or public regulations, Licensor shall be the sole judge in determining whether to abandon and remove the existing line. Should Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, Licensor may elect to do such work, and Licensee shall pay Licensor the cost or costs of such transfers. In the event Licensee fails to transfer its attachments and Licensor does such work, Licensor shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Licensor's negligence or intentional misconduct.
- (d) Except as otherwise provided in (c) of this Section, each party shall at all times maintain all its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in safe condition and thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by Licensor.
- (e) Any party that causes nonconformance to the specifications mentioned in Section 2 shall correct such nonconformity as soon as practicable. When such existing construction has been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in (a) and (d) of this Section. Should Licensee fail to comply with this requirement, Licensor may elect to do such work, and Licensee shall pay Licensor the actual costs thereof.
- (f) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of the Licensor. Licensor agrees that, upon written notification, it will replace any pole that has become unserviceable at Licensor's cost, upon the determination by Licensor that the pole in question is unserviceable for its originally intended purpose.

6. RECOVERY, REARRANGING, OR RELOCATION OF FACILITIES

- (a) In the event it is necessary for Licensor to use the space on poles occupied or contracted for by Licensee, Licensee shall, upon receipt of a thirty (30) day written notice, either vacate the space by the removal of its attachments or instruct Licensor to replace the poles at the expense of all third parties on the pole and Licensee shall pay it proportionate share for said replacements as provided for in 6(b), provided, however, that Licensee has not paid for the replacement of such poles originally.
- (b) In any case where facilities of Licensee are required to be rearranged on the poles of Licensor to accommodate the attachments of third parties, such third parties shall pay to Licensee the total costs incurred by Licensee in rearranging such facilities. 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 Licensor.

7. INDEMNIFICATION

- (a) Licensee shall indemnify, protect and save harmless Licensor from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workmen's Compensation Law or under any plan for employee disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, cause by the Licensee, its agents and employee's negligence in connection with the erection, maintenance, use, rearrangement, or removal of the attachments of Licensee's equipment to Licensor's poles or by any act of Licensee, its agents and employees on or in the vicinity of Licensor's poles in connection with Licensee's performance under this Agreement, except to the extent of Licensor's negligence or intentional misconduct.
- (b) Licensor shall indemnify, save harmless, and insure Licensee from and against any and all claims and demands for damages to property and for injury or death to persons, including payments made under any Workmen's Compensation Law or under any plan for employee disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, cause by Licensor, its agents and employees, or in the vicinity of Licensor's poles in connection with Licensor's performance under this Agreement, except to the extent of Licensee's negligence or intentional misconduct.
- (c) Licensee shall take out and maintain throughout the period during which this Agreement shall remain in effect insurance conforming with the RUS requirements of 7 CFR 1788.28 as follows:

RUS requires that public liability insurance be maintained covering the ownership liability and all operations of the borrower with limits for bodily injury or death of

not less than \$1 million each occurrence - \$1 million aggregated per policy period and with limits for property damage of not less than \$1 million per occurrence and \$1 million aggregated for the policy period. Borrowers have the option to purchase a \$1 million single limit coverage for bodily injury and property damage. This requires insurance that may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

- (d) Licensee shall furnish to the Licensor a certificate evidencing compliance with the above requirements. Licensee shall endeavor to notify Licensor in the event of cancellation at least thirty (30) days prior to such cancellation. If Licensee fails to renew adequate insurance, Licensor may terminate this Agreement pursuant to Section 10 of this License Agreement upon sixty (60) days written notice.

8. ABANDONMENT OR REMOVAL OF JOINT-USE POLES

- (a) If Licensor desires at any time to abandon or remove any joint-use pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon or remove such pole or poles. If, at the expiration of said period, Licensor shall have no attachments on such pole but Licensee shall not have removed all of its attachments, such pole may become property of Licensee at the sole option of Licensee, and Licensee shall hold harmless Licensor from every obligation, liability, or cost, and from all damages, expenses, or charges arising thereafter and shall pay to Licensor a sum equal to the present value in place of such abandoned pole or poles, or such other equitable sum as may then be agreed upon between the parties, and licensor shall prove Licensee with a properly authorized bill of sale for such pole. Licensor has the sole authority to remove a pole or poles and not replace them by giving Licensee sixty (60) days prior written notice. Within those sixty (60) days, Licensee has the option of placing its facilities underground or transferring its facilities to the nearest facilities owned by Licensor in accordance with the work rules contained in Exhibit "B" attached hereto.
- (b) Licensee may at any time abandon the use of a joint-use pole after giving Licensor due notice by submitting a Notification of Removal in the form of Exhibit "D" (attached hereto) in writing, as provided in Section 18, and removing from such pole all attachments that Licensee may have, and in case of such abandonment of the use of any such pole, Licensee shall pay to Licensor the full rental for the current year for the space on said pole.
- (c) Upon sixty (60) days' notice to Licensee, Licensor may in its sole discretion abandon or remove any Attached Pole. Within this 60-day period, Licensee shall remove its Attachments and may place its facilities underground if authorized to place its facilities underground, transfer its facilities to the nearest facilities owned by Licensor if authorized by Licensor, or take other action not inconsistent with this Agreement.

If, at the expiration of the 60-day period, Licensor shall have no attachments on such pole but Licensee shall not have removed all of its Attachments, such pole may be sold to and become the property of Licensee at the sole option of Licensor. If Licensor elects to sell such pole, Licensor shall provide Licensee with a properly authorized bill of sale reflecting the fair market value of the pole. Licensee shall receive the pole "AS IS WHERE IS," and shall indemnify, defend and hold harmless Licensor from all obligation, liability, cost, claim, damage, expense or charge related thereto or raised thereafter. Should Licensor elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals, or properties, Licensee shall comply with the terms and directions of the appropriate material safety data sheet and with state and federal law regarding the maintenance, replacement, and/or disposal of the pole. Licensor does not warrant, guarantee, or imply that such pole possesses sufficient mechanical strength as required by or for any use of Licensee. Licensor makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of Licensor's facilities. Licensee shall be obligated to remove and dispose of any such pole upon removal of its facilities.

9. RENTALS, CHARGES AND RATES raised it to the \$12 instead of starting at \$10

- (a) No later than November 1 of each year, the parties, acting in cooperation, shall tabulate the total number of joint poles in use as of the preceding day. This tabulation shall indicate the number of poles on which rentals are to be paid and the number for which credit is to be allowed. The annual net rental due shall be \$12.00. In the event any law applicable to electric Licensor pole attachment rates in Missouri goes into effect during the initial term or thereafter, the parties agree to renegotiate the annual rental rate in accordance with any such law from the laws effective date.
- (b) The yearly rental period covered by this Agreement shall be the twelve-month period between January 1 and December 31. Rental payable for such rental period during the continuance of the Agreement shall be invoiced on or about November 15 of each year, and the rent payable for each such rental period during the continuance of this Agreement shall be due and payable on January 15. The intent of the parties is that rental payments shall be in advance of the rental period. For example, Year 2023 rental is due on January 15, 2023 on the basis of the annual rate set out above and the number of joint poles determined on November 1, 2022. The annual rental shall not be prorated to reflect partial year usage, either by attachment or removal.
typo - said 2012 not 2022
- (c) All other amounts payable under this Agreement such as for erection, rearrangement, relocation, or abandonment, shall be due and payable within forty-five (45) days of receipt by Licensee.

10. DEFAULTS

- (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 thirty (30) days, or other mutually agreed to amount of time if a cure is not possible within thirty (30) days, after written notice from Licensor to correct such non-compliance or default, Licensor may, at its option, and upon ten (10) days 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 the event of such termination, no refund of prepaid rental shall be made, and Licensee facilities may be physically removed by the Licensor at Licensor's sole option, if Licensee fails to do so within six (6) months of termination, and the cost of such removal shall be borne by Licensee.
- (b) If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, Licensor may elect to do such work, and Licensee shall reimburse Licensor for the reasonable cost thereof.

11. UNAUTHORIZED ATTACHMENT

- (a) If any of Licensee's facilities for which no permit has been issued shall be found attached to Licensor's poles, Licensor shall notify the Licensee in writing, including specific information regarding the address of the poles, of any such facilities so that Licensee may verify that the facility is Licensee's and does not have a permit. Upon verification, Licensor may require Licensee to submit a pole attachment license application. If such application is not received by Licensor within a reasonable time following verification, Licensee shall remove its unauthorized attachment, or Licensor may remove such facilities and the expense of such removal shall be borne by Licensee.
- (b) NO act or failure to act by Licensor with regard to said unauthorized attachment shall be deemed a ratification or licensing of the unauthorized attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations, and responsibilities of this Agreement from its inception in regard to said unauthorized attachment. Notwithstanding the foregoing, Licensee's facilities shall be assumed to have been attached for no more than 5 years for back rent purposes, in accordance with Section 19 (b).

12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the joint-use pole covered by this Agreement.

13. TERMS OF AGREEMENT

This Agreement shall continue in force and effect for a period of ten (10) years from and after the date of this Agreement, and thereafter from year to year unless terminated by either party by giving written notice of its intention to do so not less than ninety (90) days prior to the end of any period. Upon final termination of this Agreement and if the parties are not in the process of negotiating a replacement agreement, Licensee shall remove its attachments from the poles of Licensor within one-hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Licensor may elect to do such work and Licensee shall pay Licensor the reasonable costs thereof.

14. WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms and conditions, but such terms and conditions shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

This Agreement may be amended or supplemented at any time upon written Agreement by the parties hereto. Should either an amendment or a supplement become necessary, the party desiring such amendment or supplement shall give thirty (30) days written notice to the other party setting out, in detail, the changes or additions desired.

16. PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and assessments which are levied on said joint-use poles shall be paid by Licensor. However, any tax, fee, or charge levied on Licensor's poles solely because of their use by Licensee shall be paid by Licensee.

17. INTEREST AND PAYMENTS

All amounts to be paid by Licensee to Licensor under this Agreement shall be due and payable within forty-five (45) days after an itemized statement is received by Licensee. Any payment not made within forty-five (45) days from the due date shall bear interest at the rate of .85 percent compounded monthly until paid.

18. NOTICES

Any notice, request, consent, demand, or statement which is contemplated to be made upon either party by the other party under any of the provisions of this Agreement, shall be in writing and shall be treated duly delivered when it is either (a) personally delivered to the office of Licensor in the case of a notice to be given to Licensor, or personally delivered to the office of Licensee in the case of a notice to be given to Licensee, or (b) sent certified United States mail return receipt requested and properly addressed to the party to be served as follows:

(I) Notice to Licensor at:

ATTN: _____

(II) Notice to Licensee at:

BlueBit Networks, LLC
ATTN: OSP Division Manager
PO Box 143
Bourbon, MO 65441

19. SUPPLYING INFORMATION

- (a) It is understood and agreed to between the parties that Licensee shall furnish to Licensor within sixty (60) days after the execution of this Agreement a detailed sketch or map upon which will show the precise locations by streets or roads of the joint-use poles covered by this Agreement. Additional joint-use poles not covered by detailed sketch or map can be requested by permission in writing on the application form attached and identified as Exhibit "C".
- (b) Upon request of Licensor or Licensee, at any point during the duration of this Agreement, and no less often than once every five (5) years thereafter, or as may be mutually agreed upon, the parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that the Licensee is occupying any poles of Licensor without having advised Licensor as provided in Section 3, Licensee shall pay to Licensor the rental for such poles from

Originally it stated Licensee.
the date that Licensee attachments were installed on such poles, or if dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred on the same date as those reported throughout the entire period since the last field check was made, but in any event, Licensee will not be charged for more than 5 years back rent.

20. CONSTRUCTION OF AGREEMENT

This Agreement is deemed executed in the State of Missouri and shall be construed under the laws of the State of Missouri.

21. PRIOR ARRANGEMENTS SUPERSEDED

This Agreement supersedes and replaces any and all previous Agreements entered into by and between Licensor and Licensee with respect to the subject matter of this Agreement.

22. ASSIGNMENT OF AGREEMENT

Neither party shall assign or otherwise transfer this Agreement or any of its right and interest to any firm, corporation, or individual, without the prior written consent of the other party.

In witness whereof, the parties signed below have caused this Agreement to be duly executed on behalf of their respective corporations.

City of Cuba, MO “Licensor”

BlueBit Networks, LLC “Licensee”

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Cleaned up signature fields here as well

EXHIBIT "A"

LOCATION OF THE DISTRIBUTION SYSTEM SERVICE AREAS

CITY TO SUPPLY

Attached herein as Exhibit "A" is a map or sketch entitled "Location of Distribution System Service Area", stating the corporate name of City of Cuba, and showing, outlined in red, the service area of City of Cuba as required on Page 1 of this Agreement. This map shall be marked "Exhibit A". This Exhibit need not show location of Licensor's poles and lines, (see Section 19, Supply Information); but should illustrate the area in which contacts are planned.

added this to provide detail, we need just a simple map showing the boundaries of City's utility infrastructure

EXHIBIT "B"

RULES AN PRACTICES FOR COMMUNICATIONS ATTACHMENTS

1. All Licensee facilities attached to Licensor's poles shall be installed in a manner to ensure compliance with the requirements of the "*National Electrical Safety Code*" in effect at the time of installation. IT IS UNDERSTOOD BY LICENSEE THAT THE ELECTRIC CIRCUITS OF LICENSOR ARE TO CONTINUE IN NORMAL OPERATION DURING THIS WORK, THAT LICENSEE IS TO PROVIDE AND USE ALL PROTECTIVE EQUIPMENT NECESSARY FOR THE PROTECTION OF LICENSEE EMPLOYEES AND TO GUARD AGAINST INTERFERING WITH THE NORMAL OPERATIONS OF THE ELECTRICAL CIRCUITS. Licensee agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the public or damage to the property and personnel of Licensor or the general public. Licensee is to leave all gates and fences as found.
2. All proposed joint-use main line poles must be permitted prior to the attachments of the Licensee facility.
3. The location of all cables or power supplies on Licensor's poles shall be approved in writing by the Licensor (see Exhibit "C").
4. Licensor requires strand maps to be furnished by Licensee showing all poles and all attachment poles that Licensee is attached to.
5. Licensee shall provide full specifications of the coaxial cable or communications cable to be installed including:
 - a. Size and type of messenger including weight/ft and design tension.
 - b. Size and type of communications cable and facilities including weight/ft and diameter.
 - c. Drawings showing type or types of bolted attachments.
 - d. Drawings showing installation specifications, rating and type of guy and anchor assemblies proposed to be used by Licensee.
6. Adjustments to Licensor's existing pole line to "make it ready" to receive the additional Licensee attachment shall be done based on the construction staking sheets. These adjustments shall include all changes to primary wire or to the primary poles, secondary (lift) poles, stub poles, guys, anchors, and/or any replacements or other construction necessary to make Licensor's system ready to accept the additional Licensee attachment(s).

This is where the in lieu of free internet is removed, and replaced with standard make ready verbiage.

- a. a total estimated cost of the “make ready” adjustments shall be paid by Licensee prior to the actual construction. All estimate construction costs shall be charged up-front and be paid in full before construction begins.
 - b. It shall be the responsibility of Licensee to attach at the proper height, to achieve proper clearance, and to construct their facilities in accordance with the *current edition* of the *National Electrical Safety Code (NESC)*. If Licensee finds that it cannot make an attachment on a pole and be in compliance with the *NESC*, then it shall be immediately brought to the attention of Licensor in writing and by telephone, and the pole will be re-surveyed and appropriate measures taken to make it ready for attachment.
7. Under no circumstances shall Licensee construction begin until all “make ready” is complete and a pole attachment contract has been executed and approved by both parties. Only the poles permitted under the above conditions may receive a Licensee attachment.
8. Licensor shall issue a permit (Exhibit “C”) to Licensee to allow attachment to its poles once all “make ready” needs have been complete, and a current pole attachment contract is in effect.
9. All Licensee cables and power supplies shall be located on the same side of each pole as any existing telephone or Licensee cable, or as designated by Licensor.
10. On jointly used poles where Licensor has secondary conductors, all cables and power supplies shall be located on the same side of the pole as the secondary conductors, or as designated by Licensor.
11. Licensee connections or drops to its customers shall be installed and maintained so as to provide at least forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telecommunications service connections or drops. Specifically, the climbing space and working space provisions of the *NESC* shall be enforced.
12. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground in accordance with applicable *NESC* specifications.
13. Licensee shall cause all cabinet, pedestals, or otherwise ground devices to be at a distance of 3 feet from Licensor’s poles. Per Andy - 3' from poles so wanted to add this
14. No power supply shall be installed on any of Licensor’s poles on which are already installed underground electric service, capacitor banks, sectionalizing equipment, or voltage regulators.

15. No electrical service connection to a Licensee power supply shall be made or installed by Licensee until after Licensor shall have completed inspection of an approved fused service disconnect switch or main breaker. Activation of the meter by Licensor will serve as the approval of the disconnect switch or circuit breaker.
16. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond the nut.
17. All Licensee cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks, and sectionalizing equipment and an at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). See table 235-5 of the *NESC* for necessary clearances and other voltages. All Licensee cables shall have at least twenty (20) inches clearance under security light attachments. Clearances not specified in this rule shall be determined by reference to the *NESC*.
18. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
19. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, and all subject to approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of the License Agreement.
20. All down guys, head guys, or messenger dead ends installed by Licensee shall be attached to jointly used poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least four (4) inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys, or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.
21. Licensee shall provide a written statement, in the form of Exhibit "C2" attached hereto, signed by Licensee Supervisory Employee representing that upon inspection, Licensee 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) of this License Agreement.
22. Licensor will require from time to time, as experience has shown necessary, a post-construction survey of the pole line to ensure that all Licensee attachments continue to

meet clearance and loading requirements as required by the *NESC*. A certification statement signed by Licensee Supervisory Employee, stating that all Licensee facilities are in compliance with all the applicable rules of the *NESC*, other codes and requirements and good utility practice will be required after this survey have been completed.

23. To correct clearance problems in emergency situations, Licensor reserves the right to do anything necessary within good utility practice to maintain correct clearances. Licensor will notify Licensee both orally and in writing of the situation within a reasonable time thereafter and will bill Licensee for any reasonable portion of the emergency repairs applicable to Licensee.

EXHIBIT "C"
Application and Permit for Use of Poles

Application No. _____

Permit No. _____

Date _____

In accordance with the terms of the Agreement dated _____, 20__ application is hereby made for BluBit Networks, LLC to make attachments to poles located in the City of Cuba, in the County of Crawford, in the State of Missouri.

The pole(s) for which permission to attach is requested are listed by pole number on the attached Exhibit "C1" and further identified on the attached map. Detailed construction plans and location drawings will be furnished if requested by Licensor. BlueBit Networks, LLC intends to construct plant within 120 days after make ready work is complete. The attached form, Exhibit "C2", will be completed by BlueBit Networks, LLC when the installation of the proposed plant is complete.

By: _____

Title: _____

Licensee - BlueBit Networks, LLC

Permission for construction granted on _____, 20__, subject to (1) your approval of the following changes and rearrangements (2) the necessary third-part rearrangements are done satisfactorily, and (3) that BlueBit Networks, LLC construct according to standards.

By: _____

Title: _____

Licensor – City of Cuba, Missouri

Perpetual Inventory

Balance _____

Added _____

New Balance _____

EXHIBIT "C1"
PERMISSION REQUEST – POLE(S) PROPOSED

BlueBit would supply a list of poles for Andy to review and approve, we would not be doing 100's of poles
For ease of both parties, this would list pole numbers, a map/drawing, route, etc.
for select areas sent for approval instead of a blanket large application - Andy seems to agree with this approach

(TO LIST LICENSOR POLE NUMBERS ALONG WITH MAP/ROUTE)

EXHIBIT "C2"
CERTIFICATION

In reference to Permit No. _____, I hereby certify that upon final inspection (which occurred within 30 days after construction was complete) the attachments fully comply with the *National Electrical Safety Code (NESC)*, **latest edition**, and no poles or facilities of City of Cuba are in violation of the *NESC* as the result of said attachment.

Signed: _____

BlueBit Networks LLC - Licensee
Supervisory Employee

Date _____

EXHIBIT "D"

NOTIFICATION OF ABANDONMENT OF JOINT-USE POLES

Originally it stated Licensee, however it should be Licensor

In accordance with the terms of Agreement dated _____, 20 __, notice is given to **Licensor** of the removal of attachments from _____ poles located in City of Cuba, in the County of Crawford in the State of Missouri.

The poles from which attachments have been removed **are listed below**: (also refer to the attached map)

Cleaned this up for simplicity

LICENSOR POLE NUMBERS

TOTAL POLE ATTACHMENTS ABANDONDED: _____

BlueBit Networks, LLC

By: _____ Title: _____

Notice Given _____, 20 ____

corrected the issues with signature lines

City of Cuba, a Missouri Municipality

By: _____ Title: _____

Notice Acknowledged _____, 20 ____