

MASTER TELECOMMUNICATIONS FACILITY LICENSING AGREEMENT

BETWEEN

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
as Licensor**

and

as Licensee

THIS AGREEMENT (Agreement) is made and entered into on _____ (Effective Date), by and between The Metropolitan Government of Nashville and Davidson County, Tennessee, a municipal corporation duly created, organized, and existing under and by virtue of the laws of the State of Tennessee, (METRO), and _____, a _____ duly created, organized, and existing under and by virtue of the laws of the State of _____ (hereinafter, Licensee).

RECITALS

WHEREAS, METRO is the owner of Infrastructure and other real and personal property, that is necessary in the performance of its governmental functions; and

WHEREAS, Licensee proposes to furnish communications services in various areas within which METRO has Infrastructure and other real and personal property, and desires to place and maintain facilities and equipment on or in METRO's Infrastructure or property and in the rights of way of METRO throughout METRO's municipal boundaries; and

WHEREAS, METRO's Infrastructure has limited capacity for access and use by others for attachments to provide communications services; and

WHEREAS, METRO's governmental functions have first priority over all other competing uses of METRO's Infrastructure; and

WHEREAS, METRO is responsible for safeguarding the integrity of its Infrastructure and property, obtaining fair compensation for the use of METRO's infrastructure through collection of fees and other charges, and ensuring compliance with all applicable federal, state and local laws, rules and regulations, ordinances, standards and policies; and

WHEREAS, Licensee wishes to utilize METRO's Infrastructure and property to operate its communications system; and

WHEREAS, METRO is willing to permit the placement of said Licensee's facilities and equipment on or in METRO's Infrastructure where such use will not interfere with METRO's governmental functions, or the lawful use of METRO's facilities by others, and only under the terms and restrictions imposed herein, and upon payment by Licensee of the consideration hereinafter set out; and

WHEREAS, the parties intend that this Agreement shall replace and supersede all previous pole attachment and or infrastructure use agreements between the parties upon the Effective Date of this Agreement (excluding any agreements with the Nashville Electric Service (NES));

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out below, the parties agree as follows:

AGREEMENT

Article 1. Definitions.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given below. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular include the plural. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

1.1 Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around METRO Infrastructure and includes the then-current versions of any and all applicable METRO zoning and building regulations, including, but not limited to Metropolitan Council Ordinance No. BL2016-415, the National Electrical Safety Code (“NESC”), as adopted by the State of Tennessee, the National Electrical Code (“NEC”), the regulations of the Occupational Safety and Health Administration (“OSHA”), the National Environmental Protection Act and the National Historic Preservation Act, each as may be amended from time to time, and/or other reasonable construction, safety and engineering requirements of METRO or other federal, state, or local authority with jurisdiction over METRO’s Infrastructure.

1.2 Applicant: means any person who applies to access and make attachment to or otherwise occupy METRO Infrastructure.

1.3 Application: means an application by Licensee to install an Attachment or Equipment Attachment.

1.4 Assignee: shall have the meaning ascribed thereto in Article 22.4.

1.5 Attachment: means with respect to Licensee, wireless facilities affixed to or placed within METRO Infrastructure to provide communications services, and as further designated in an Application and/or this Agreement, in conjunction with Licensee’s operation of a Personal Wireless Service Facility (PWSF) as defined in Article 1.18.

1.6 Correct: means to perform work to bring an Attachment and/or Equipment Attachment into compliance with Applicable Standards.

1.7 Effective Date: shall have the meaning ascribed thereto in the Preamble to this Agreement.

1.8 Electronic Record: means a record created, stored, generated, received, or communicated by electronic means, including but not limited to the use of a computer program, electronic data interchange, electronic mail, facsimile, or scanner.

1.9 Emergency: means a situation exists which, in the discretion of METRO, if not remedied immediately, will result in a threat to public safety, a hazardous condition, or damage to property.

1.10 Equipment Attachment: means each power supply, amplifier, pedestal, appliance, coaxial cable, fiber, wire or other single device or piece of equipment affixed to or placed within METRO’s Infrastructure, but excluding wireless Attachments.

1.11 Event of Default: shall have the meaning ascribed thereto in Articles 12.2 and 20.1.

1.12 Franchise: shall have the meaning ascribed thereto in Article 24.

1.13 Indemnitees: shall have the meaning ascribed thereto in Article 15.1.

1.14 Infrastructure: means METRO owned, leased, licensed, or otherwise controlled real and personal property, including, but not limited to, land, buildings, light poles, traffic light structures, and other vertical structures capable of hosting an Attachment and/or Equipment Attachment. Property owned or controlled by Nashville Electrical Service (“NES”) is not subject to the terms of this Agreement.

1.15 Make ready: means the transfer, relocation, rearrangement, or alteration of a pre-existing third party user's communications equipment, antenna, line or facility of any kind necessary to provide space for attacher to install an Attachment and/or Equipment Attachment.

1.16 NES or Nashville Electric Service: means the Electric Power Board of the Metropolitan doing business as Nashville Electric Service.

1.17 Nonfunctional Attachment: shall have the meaning ascribed thereto in Article 8.

1.18 Personal Wireless Service Facility (PWSF): means any staffed or unstaffed location for the transmission and/or reception of radio frequency signals or other personal wireless communications, including commercial mobile services, unlicensed wireless services, wireless broadband services, and common carrier wireless exchange access services as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or group of antennas, transmission cables, feed lines, equipment cabinets or shelters, and may include a tower. Facilities may include new, replacement, or existing towers, replacement towers, collocation on existing towers, base station attached concealed and non-concealed antenna, dual purpose facilities, concealed towers, and non-concealed towers (monopoles, lattice and guyed), so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

1.19 Rearrangement of Attachment or Rearrange: means the moving of Attachments and/or Equipment Attachments from one position to another on the same Infrastructure or in the same conduit.

1.20 Site License Agreement: shall have the meaning ascribed to it in Section 2.1.

1.21 Site License Commencement Date: means the earlier of the start of installation of Licensee’s Attachment and/or Equipment Attachment or 90 days after both parties have signed a Site License Agreement for a particular Infrastructure.

1.22 Tag: means the placement of permanent identifying markers on Attachments and/or Equipment Attachments to make the nature of the Attachments and/or Equipment Attachments and their ownership readily identifiable to METRO and other Users.

1.23: Telecommunications Facility: Means one or more antenna, tower, base station, mechanical and/or electronic equipment, conduit, cable, fiber, wire, and associated structures, enclosures, assemblages, devices and supporting elements that generate, transmit or produce a signal used for communication that is proposed by an entity other than the Metropolitan Government, including but not limited to radio/tv/satellite and broadcast towers, telephone service, including new microwave or cellular towers, PWSF, DAS, small cell facilities and COW’s.

1.24 Transfer of Attachments or Transfer: means the removing of Attachments and/or Equipment

Attachments from one Infrastructure and placing these onto another Infrastructure or moving of Attachments and/or Equipment Attachments from one location in METRO's conduit system to another location in METRO's conduit system.

1.25 Unauthorized Attachment: means the placement of any Attachment and/or Equipment Attachment on a METRO Infrastructure or on or within any other METRO Infrastructure without proper authorization as required by this Agreement. An Unauthorized Attachment shall not include any Attachment and/or Equipment Attachment that Licensee is permitted to affix to Infrastructure pursuant to the terms and conditions hereof, even if the installation of such Attachment and/or Equipment Attachment does not meet Applicable Standards or differs from the design described in the applicable Application; the foregoing notwithstanding, the deliberate installation of an Attachment and/or Equipment Attachment in knowing violation of Applicable Standards constitutes an Unauthorized Attachment.

1.26 User: means any entity that has received approval from METRO to place facilities on or within METRO Infrastructure.

Article 2. Scope of Agreement.

2.1 Site License Required. Subject to the provisions of this Agreement, METRO will issue to Licensee, for Licensee's lawful operation of a TELECOMMUNICATIONS FACILITY on an Infrastructure, a nonexclusive "Site License Agreement" authorizing Licensee's attachment to METRO's Infrastructure that is revocable solely pursuant to the terms and conditions hereof. Site License Agreements shall be issued in substantial form and substance as the templates included in Exhibits **B** through **E**, based on the type of Infrastructure Licensee has applied for attachment to.

2.2 No Ownership. No use, however extended, of METRO's Infrastructure or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said Infrastructures or facilities, but Licensee's rights therein shall be and remain a mere license. METRO is not compelled to construct, retain, extend, place or maintain any Infrastructure not needed for its own use requirements, except as otherwise expressly provided herein.

2.3 Other Agreements Not Restricted. Licensee recognizes that METRO has entered into, or may in the future enter into, agreements and arrangements with others not parties to this Agreement regarding the Infrastructure covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction, or prohibition against METRO with respect to such other agreements and arrangements. The rights of Licensee shall at all times be subject to any present or future agreements between METRO and any other party regarding use of the Infrastructure covered herein; provided, however, that nothing in any such present or future agreement shall restrict, modify, or abridge the rights of Licensee set forth in this Agreement.

2.4 License Cannot Cause METRO Forfeiture. No license granted under this Agreement shall extend to any Infrastructure(s) where the Attachment or Equipment Attachment or placement of Licensee's facilities would result in a forfeiture of rights of METRO to occupy the property on which such Infrastructure(s) are located. If the existence of Licensee's facilities on an Infrastructure(s) or within a portion of conduit would cause a forfeiture of the right of METRO to occupy such property, Licensee agrees to remove Licensee's facilities from the applicable Infrastructure forthwith upon receipt of written notification by METRO in

accordance with Article 23, said written notification should contain a reasonable explanation of the circumstances of the possible forfeiture. Metro may consider allowing an alteration or modification of an Attachment or Equipment Attachment instead of removal, if said delay for consideration of alteration or modification does not put Metro at risk of forfeiture. If said facilities are not so removed, METRO may perform and/or have performed such removal after the expiration of sixty (60) days from receipt of written notification without liability on the part of METRO, and Licensee agrees to pay all actual and documented costs associated with such removal. Without limiting Licensee's obligations under this Article 2.4, METRO agrees to reasonably cooperate, at Licensee's cost and assumed liability, with any effort by Licensee to cause the existence of Licensee's facilities on an Infrastructure to no longer result in the forfeiture of the right of METRO to occupy such property.

2.5 Non-Metro Easements, Rights of Way Approvals. Licensee shall be solely responsible for obtaining all additional necessary rights-of-way and Easements, leases, licenses or approvals, either public or private, which may be necessary prior to the beginning of construction, and Licensee's right to make an Attachment and/or Equipment Attachment shall be contingent upon acquisition, under terms acceptable solely to Licensee, of all such permits, consents or approvals as are required to make such Attachment and/or Equipment Attachment.

2.6 Lawful Purpose and Use. Licensee's Attachments and/or Equipment Attachments and associated facilities, and the use of such Attachments and/or Equipment Attachments and facilities must at all times comply with all applicable federal, state and local laws.

Article 3. Reservation and Restrictions.

3.1 METRO Exclusive Use of Designated Infrastructure. Specific units of METRO Infrastructure may be determined by METRO to be necessary for METRO's exclusive existing or future use, and will be unavailable for use by others. If an Infrastructure is determined to be reserved for Metro's exclusive use after Attachments or Equipment Attachments have been placed on it, Metro will give the attachers 180 days notice of such reservation of the Infrastructure. In situations where the public health safety and welfare requires it, a shorter notice period of 30 days may be used, but in that event Metro will work with the Licensee in good faith to allow them to find an alternate location for their Attachment or Equipment Attachment.

3.2 METRO Reservation of Use for Municipal Services and Duties. METRO reserves to itself, its successors and assigns the right to maintain its Infrastructure and any and all other property and property interests and to operate its facilities thereon in such manner as will best enable it to fulfill its own municipal services and duties, subject in all respects to METRO's obligations set forth in this Agreement. METRO's public use requirements shall take precedence over any and all work operations of Licensee on METRO's Infrastructure.

3.3 No Warranty. METRO makes no representation or warranty of any nature that its existing or future rights-of-way, easements or other property rights, private or public, were, are or will be sufficient to permit the Attachment and/or Equipment Attachment, maintenance, replacement, relocation, repair, modification or removal of Attachments and/or Equipment Attachments on or between any METRO Infrastructure.

3.4 Licensee's Utilities. Licensee shall obtain its own electric service, fiber, telephone, or other utilities at Licensee's sole cost.

Article 4. License Application Process.

4.1 Application Required. Before making any Attachments or Equipment Attachments to any Metro Infrastructure, Licensee shall first make an Application and must have received a Site License therefor, with respect to each Attachment, or Equipment Attachment.

4.2 Application Process. METRO reserves the right to modify the application process from time to time and such modification shall not require an amendment to this Agreement.

4.3 Effect of Failure to Execute Issued Site License. An issued Site License will be null and void and Licensee shall be required to file a new Application to attach to the same Infrastructure if Licensee does not execute and return to METRO a Site License Agreement issued by METRO within (90) calendar days from the delivery of a Site License Agreement, unless a mutual agreement for extension is granted.

Article 5. Payment of Fees, Charges and Expenses.

5.1 Fee Schedule. Licensee shall pay to METRO the fees and charges and costs specified herein and/or in Exhibit A Fees and Charges (Exhibit A), which is hereby incorporated by reference into the terms and conditions of this Agreement, and shall comply with the terms and conditions specified in this Agreement. The Fees and Charges listed in Exhibit A shall be subject to amendment by the Metropolitan Council by ordinance. Licensee's execution of this Agreement shall constitute prospective acceptance of such changes to Exhibit A, as to new Applications.

5.2 Payment Period. Unless otherwise expressly provided, Licensee shall pay any undisputed invoice it receives from METRO pursuant to this Agreement within forty-five (45) days of receipt of invoice.

5.3 Application Fee. Licensee shall be charged an Application Fee for each unit of METRO Infrastructure on which new Attachments and/or Equipment Attachments are proposed under this Agreement ("Application Fee"). The amount of the Application Fee is specified in Exhibit A. METRO reserves the right to adjust the Application Fee from time to time. Failure to pay the Application Fees will cause the Application(s) to be deemed incomplete, and METRO will not process such Application(s) until the Application Fees are paid. METRO will make timely and reasonable efforts to contact Licensee should its Application Fee not be received.

5.4 Attachment Fees.

5.4(a) Site License Fee. Beginning on the Site License Commencement Date, for each Infrastructure(s) for which a Site License Agreement is executed by both parties, pursuant to this Agreement, Licensee shall pay to Metro during the Term the annual Site License Fee specified in Exhibit A, Fees and Charges (Site License Fee). The annual Site License Fee shall be increased pursuant to Section 5.4(b). The Site License Fee shall be payable in annual installments due within thirty (30) days of the Site License Commencement Date of each Site License, and thereafter annually, in advance, on or before each anniversary of the Site License Commencement Date, by electronic money transfer to METRO to the Metropolitan Treasurer [insert address].

5.4(b) Adjustments in Site License Fee. The Site License Fee shall be adjusted annually on the Site License Commencement Date by the lesser of three percent (3%) or the CPI-U, U.S. City Average, All Items, for the most current Index Base Period.

5.4(c) Other Infrastructure Not in Schedule. Lease of Infrastructure not defined above will be negotiated at METRO's discretion.

5.4(d) Refunds. No fees and charges shall be refunded because of any surrender of a Site License granted under this Agreement.

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5.5 Charges and Expenses. Licensee shall reimburse METRO and any other Users for those actual and documented costs for which Licensee is specifically made responsible pursuant to this Agreement for which Licensee is responsible.

5.5(a) Included Costs. Such costs and reimbursements shall include, but not necessarily be limited to, all design, engineering, administration, supervision, payments, labor, overhead, materials, equipment and applicable transportation used for work on, or in relation to, the Licensee's Attachments and/or Equipment Attachments as set out in this Agreement or as requested by Licensee in writing.

5.5(b) Invoices and Payment. In the event METRO does any work for which Licensee is responsible, METRO shall provide Licensee with invoices for such work (in progress or upon completion, as determined by METRO), and payment shall be due and payable within 30 days after receipt, but shall not draw interest until forty-five (45) days after its receipt by Licensee. The rate of interest shall be the State of Tennessee statutory maximum interest rate as provided in Tenn. Code Ann. § 47-14-103.

5.6 Advance Payment. Where Metro does work for which Licensee is responsible, the parties will mutually agree on the extent to which Licensee will be required to pay in advance estimated costs, including, but not limited to, administrative, construction, and inspection costs in connection with the initial installation or Rearrangement of Licensee's Attachments and/or Equipment Attachments pursuant to the procedures set forth in this Agreement.

5.7 True-Up. Whenever the parties have agreed, or this Agreement otherwise provides, for an advance payment of estimated costs prior to undertaking an activity on behalf of Licensee and the actual and reasonable cost of the activity exceeds the advance payment of estimated costs, Licensee agrees to pay METRO for the difference in cost, if METRO documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that METRO's actual and documented cost of the activity is less than the estimated cost, METRO shall refund to Licensee the difference within 30 days after the completion of such work.

5.8 Determination of Charges. Wherever this Agreement requires Licensee to pay for work done or contracted by METRO, the charge for such work shall include all actual and documented material, labor, engineering, administrative, and applicable overhead costs. METRO shall bill its services based upon actual and documented costs, and such costs will be determined in accordance with METRO's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed, and costs of materials used. Labor costs shall be actual costs based upon METRO employee rates. If Licensee was required to perform work and fails to perform such work within the specified timeframe, and METRO performs such work, METRO may charge Licensee an additional ten percent (10%) of its actual and documented costs for completing such work.

5.9 Work Performed by METRO. Wherever this Agreement requires METRO to perform any work, METRO, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.

5.10 Charges for Incomplete Work. If an Application is submitted by Licensee and then steps are taken by METRO to carry out review of the Application by performing necessary engineering and administrative work and the Application is subsequently canceled, Licensee shall reimburse METRO for all of the actual and

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documented costs incurred by METRO through the date of cancellation, including engineering, clerical and administrative costs.

5.11 Default for Nonpayment. Nonpayment of any amount due under this Agreement shall constitute a material term of this agreement as stated in Article 20, except that nonpayment of any reasonably disputed amount due shall not constitute a material term until the dispute is resolved consistent with this agreement.

Article 6. Construction

6.1 Applicable Standards. All of Licensee's installation, operation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be in accordance with the requirements and specifications of Applicable Standards and all applicable local, state, and federal laws and regulations, including METRO's building and zoning regulations. Notwithstanding the foregoing, with respect to a Licensee Attachment and/or Equipment Attachment that was in compliance with the METRO construction standards at the time such Attachment and/or Equipment Attachment was made but has become noncompliant because of revisions to the METRO construction standards, Licensee shall be required to bring such Attachment and/or Equipment Attachment into compliance with then current standards only in connection with a relocation or rebuild affecting such Attachment and/or Equipment Attachment or the regular maintenance plan of Licensee or METRO. The location of any Attachment and/or Equipment Attachment may be reasonably redesignated from time to time to accommodate other Users or for reasons of reliability or public safety. To the extent an Attachment and/or Equipment Attachment may be relocated to accommodate a subsequent user, cost for said relocation shall be at the expense of the subsequent user.

6.2 Workman Like Manner. Licensee shall be responsible for doing all work in a good and workmanlike manner, and must not adversely affect the structural integrity of METRO Infrastructure or other facilities or other Users' facilities or equipment in the installation and maintenance of its Attachments and/or Equipment Attachments and associated facilities.

6.3 Tagging. Licensee shall Tag all its Attachments and/or Equipment Attachments to METRO Infrastructure that will allow for ready identification of the type of Attachment and/or Equipment Attachment and its owner. Licensee shall be responsible for periodically inspecting its Attachments and/or Equipment Attachments to ensure they are tagged with approved permanent identification markers. Should METRO encounter any of Licensee's Attachments and/or Equipment Attachments without approved permanent identification markers, METRO may notify Licensee, provided that METRO can identify the Attachments and/or Equipment Attachments as belonging to Licensee. Subject to the provisions of Article 23, METRO will provide written notice to Licensee and Licensee will have one hundred twenty (120) days from receipt of notice to place such markers. Notwithstanding the foregoing, Licensee shall have six (6) months from the Effective Date of this Agreement to Tag Attachments and/or Equipment Attachments that were authorized prior to the Effective Date of the Agreement, to the extent Licensee has any such Attachments and/or Equipment Attachments attached to METRO's Infrastructure.

6.4 Protective Equipment. Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people, property and facilities consistent with Applicable Standards.

6.5 Violation of Specifications. If Licensee's Attachments and/or Equipment Attachments, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not Corrected the violation(s) within thirty (30) days from receipt of written notice of the violation(s) from METRO, the provisions of Article 20 shall apply. When METRO believes, however, that such violation(s) pose an

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immediate threat to the safety of any person, interfere with the performance of METRO's public use, obligations, or present an immediate threat to the physical integrity of METRO Infrastructure or facilities, METRO may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable afterward, METRO will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and documented costs incurred by METRO in taking action pursuant to this Article.

6.6 Permits Required. In order to construct, place and maintain the Licensee's Attachment(s) and/or Equipment Attachment(s) on METRO's Infrastructure, Licensee must obtain from the various federal, state, county and local authorities any required permits, including, but not limited to, any required METRO zoning or building permit or approval, licenses, and franchises required to be obtained to make an Attachment and/or Equipment Attachment before making such attachment. The cost of such permits, licenses, and Franchise shall be borne by Licensee. At all times while performing work in the field on METRO Infrastructure, Licensee and its authorized contractors shall maintain a copy of all required permits and licenses for inspection by METRO and all applicable governmental jurisdictions.

6.7 Authorized Contractors Required. All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost. Licensee shall only use authorized, qualified contractors approved by METRO to conduct any work in or around space on Infrastructure. Metro may maintain a list of such pre-approved Contractors. METRO shall not unreasonably withhold, delay, or condition its approval of any contractor proposed by Licensee to be authorized by METRO to perform work on METRO's Infrastructures, provided such contractors meet METRO's qualified contractor specifications.

Article 7. Emergencies

7.1 Response Time. In the event of an Emergency in which METRO's infrastructure that Licensee is attached to is damaged for any reason and by any cause, Licensee shall have a technician or other designated representative at the location of the damaged infrastructure within four (4) hours of the damage to assist in assessment and/or repair of the damage, if requested by Metro. While Licensee will generally have the maintenance obligation, Metro reserves the right to perform its own maintenance and upon request by Metro, Licensee will give Metro first priority access to the Infrastructure for any maintenance and repair.

7.2 Emergency Contacts. The following are the designated Emergency Contacts for each of the parties. Either party will notify the other of an emergency as soon as the emergency is discovered. The parties agree to provide thirty (30) days prior written notification to any change to the emergency contacts listed.

Licensee:

Contact Name or Position: _____
Telephone No.: _____
Alternate Phone No.: _____
Address: _____

Contact Name or Position: _____
Telephone No.: _____
Alternate Phone No.: _____
Address: _____

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METRO:

Contact Name or Position: _____
Telephone No.: _____
Alternate Phone No.: _____
Address: _____

Contact Name or Position: _____
Telephone No.: _____
Alternate Phone No.: _____
Address: _____

Article 8. Removal of Nonfunctional Attachments and/or Equipment Attachments.

At its sole cost, Licensee shall remove any of its Attachments and/or Equipment Attachments or any part thereof that becomes nonfunctional and no longer fit for service (Nonfunctional Attachment). Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments and/or Equipment Attachments within one (1) year of the Attachment and/or Equipment Attachments becoming Nonfunctional unless Licensee receives written notice from METRO that removal is necessary to accommodate METRO’s or another User’s use of the affected Infrastructure(s), in which case Licensee shall remove the Nonfunctional Attachment within ninety (90) days of receiving the notice. Licensee shall give METRO notice of any removed Attachments and/or Equipment Attachments, otherwise the provisions of Article 20 shall apply. If METRO discovers Nonfunctional Attachments that have not been reported, METRO shall notify Licensee, who shall have one year from the date of discovery to remove such Nonfunctional Attachments, after which the provisions of Article 20 shall apply.

Article 9. Treatment of Multiple Requests for Same Infrastructure.

If METRO receives Site License applications for the same Infrastructure from two (2) or more prospective Users within one hundred twenty (120) calendar days of the initial request, and has not yet completed the licensing of the initial applicant, and accommodating their respective requests would require modification of the Infrastructure or replacement of the Infrastructure, METRO will make reasonable and good faith efforts to allocate among such Users the applicable costs associated with such modification or replacement.

Article 10. Equipment Attachments.

10.1 Compensation for Cost to METRO. Licensee shall compensate METRO for the actual and documented cost, including engineering and administrative cost, for rearranging, transferring, and/or relocating METRO Infrastructure to accommodate Licensee’s Attachments or Equipment Attachments.

10.2 Compensation for Cost to Owners. Licensee shall reimburse the owner or owners of other facilities attached to METRO Infrastructure for any actual and documented cost incurred by them for rearranging or transferring such facilities to accommodate Licensee’s Attachments or Equipment Attachments.

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Article 11. Inspections

11.1 Post Installation Inspections. Within thirty (30) days of notice to METRO that the Licensee has completed installation of an Attachment and/or Equipment Attachment, METRO or its contractors may, at METRO's sole discretion, perform a post-installation inspection for each Attachment and/or Equipment Attachment made to METRO Infrastructure. If such post-installation inspections are performed, Licensee shall pay the actual and documented costs for the post-installation inspection, including the administrative costs to METRO of the notification and inspection. If METRO elects to not perform any post-installation inspection, such non-inspection shall not be grounds for any liability being imposed on METRO or a waiver of any liability of Licensee. If the post-installation inspection reveals that Licensee's facilities have been installed in violation of Applicable Standards or the approved design described in the Application, METRO will notify Licensee in writing and Licensee shall have thirty (30) days from the date of receipt of such notice to correct such violation(s), or such other period as the parties may agree upon in writing, unless such violation creates an Emergency in which case Licensee shall make all reasonable efforts to correct such violation immediately. METRO may perform subsequent post-installation inspections within thirty (30) days of receiving notice that the correction has been made as necessary to ensure Licensee's Attachments and/or Equipment Attachments have been brought into compliance.

11.2 Notice and Correction. If Licensee's Attachments and/or Equipment Attachments remain out of compliance with Applicable Standards or approved design after any subsequent inspection, consistent with Article 20, METRO will provide notice of the continuing violation and Licensee will have thirty (30) days from receipt of such notice to correct the violation, otherwise the provisions of Article 20 shall apply.

11.3 Annual Inspection. METRO may at intervals of not more often than once every year, unless there is a reasonable basis for an earlier inspection, perform inspections of any of Licensee's Telecommunications Facilities licensed under this Agreement for the purpose of verifying that Licensee's installation that is installed is the installation approved in the Site License Agreement. Such inspections shall be made by METRO or its designated contractor, and shall be at the cost of Licensee at rate prescribed in Exhibit A. If Licensee's Telecommunications Facilities are found to be in noncompliance, the provisions of Article 20 shall apply.

Article 12. Unauthorized Attachments and/or Equipment Attachments. If, during the term of this Agreement, METRO discovers unauthorized Attachments and/or Equipment Attachments placed on or within its Infrastructure attributable to Licensee (Unauthorized Attachments), the following fees may be assessed, and the procedures listed below in this Article will be followed.

12.1 Notice. METRO shall provide specific written notice of each violation discovered.

12.2 Back Site License Fee and Penalties. Licensee shall pay back Site License Fees for all Unauthorized Attachments for a period of one (1) year, or since the date of the last inventory of Licensee's Attachments and/or Equipment Attachments (whichever period is shortest), at the Site License Fees in effect during such periods. If Licensee is found to have (i) repeated instances of Unauthorized Attachments demonstrating a deliberate or consistent pattern of making Unauthorized Attachments; or (ii) a significant number of poles (comprising 5% or more of Licensee's total Attachments and/or Equipment Attachments) with Unauthorized Attachments, Licensee shall be considered to be in material breach and such Unauthorized Attachments shall constitute an Event of Default.

12.3 Application Required. Licensee shall submit an Application in accordance with Article 4 of this

Agreement within thirty (30) days of receipt of notice from METRO of any Unauthorized Attachment, or such longer time as mutually agreed to by the parties after an inventory. If Licensee's Application is denied, Licensee shall have 30 days to remove the Unauthorized Attachment. In the event Licensee fails to submit an Application within thirty (30) days, or such longer time as mutually agreed to by the parties, after an inspection, or fails to remove the Unauthorized Attachment within thirty (30) days, the provisions of Unauthorized Attachment Fee in Exhibit A shall apply.

12.4 No Ratification of Unauthorized Use. No act or failure to act by METRO with regard to any Unauthorized Attachments shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Site License Agreement for a previously Unauthorized Attachment shall not operate retroactively or constitute a waiver by METRO of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 13. Metro Maintenance, Repair, or Replacement of Infrastructure

13.1 Notice and Cooperation. At any time while a Site License Agreement is in effect, METRO, may, at its option and upon One Hundred Eighty (180) days prior written notice to Licensee, remove or cause Licensee to remove all or any portion of its Attachments and/or Equipment Attachments at Licensee's expense, in order for METRO to paint, repair, or make replacements to any and all of its Infrastructure (Maintenance or Replacement Work). Licensee agrees to fully cooperate with METRO in connection with any Maintenance or Replacement Work, including without limitation, and at Licensee's cost, timely removing and re-installing any portion of the Attachment and/or Equipment Attachment as requested by METRO.

13.2 Temporary Facilities. During the Maintenance or Replacement Work Licensee, may, holding METRO harmless from any cost or expense, install temporary antennas, subject to the approval of METRO, such approval will not be unreasonably withheld, conditioned, or delayed. Once the Maintenance or Replacement Work is completed by METRO, Licensee agrees to promptly dismantle and remove any temporary facilities and relocate the Attachment and/or Equipment Attachment to its original or other location as approved by METRO. Licensee shall repair any damage caused by the installation and removal of temporary facilities at their sole cost.

Article 14 Abandonment of Jointly Used Infrastructures.

If METRO desires at any time to abandon or sell any Infrastructures on which Licensee has an Attachment and/or Equipment Attachment, 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 sell such Infrastructure. METRO will in its sole discretion determine whether to sell the Infrastructure to Licensee, or another User. If METRO sells a Infrastructure the Licensee will continue to be able to maintain its existing Attachments and/or Equipment Attachments on such Infrastructures under the same terms and conditions as it has under this Agreement. If METRO, in its sole discretion sells Licensee the Infrastructure, Licensee shall pay METRO an amount equal to the fair market value of such abandoned Infrastructure(s) at the time of transfer, or such other reasonable amount as may be agreed upon between the parties, subject to surplus property process as set forth in the Metropolitan Code or as otherwise approved by the Metropolitan Council. If Licensee shall become owner of said Infrastructure, Licensee shall save harmless METRO from all obligation, liability, damages, costs, expenses, or charges incurred after transfer of such ownership, because of, or arising out of, the presence or condition of such Infrastructure or any Attachments and/or Equipment Attachments thereon, unless such obligation, liability, damages, costs, expenses, or charges arise from the sole negligence or intentional misconduct of METRO. To the extent permitted by the Governmental Tort Liability Act or other applicable

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law, METRO shall be responsible for all obligations, liabilities, damages, costs, expenses, or charges that arise from any acts or omissions that occurred prior to transfer of ownership.

Article 15. Indemnification and Insurance.

15.1 Licensee shall indemnify and save harmless the Metropolitan Government of Nashville and Davidson County and its officials, officers, employees, or other representatives or agents (“Indemnitees”) against all claims, suits or actions, of every kind and description, of all persons whomsoever, including, without limitation, claims of employees, agents or servants of Licensee and its contractors (Claims), for all losses and damages for personal injury, property damage and/or loss of life or property and use thereof, resulting from or in any way connected with Licensee’s obligations under this Agreement, except to the extent any such losses and damages are caused by the negligence or intentional misconduct of METRO or its employees, agents, servants, or contractors. Subject to the limitations contained in this Article 15.1, Licensee’s duty to indemnify and hold harmless shall include Claims arising from (i) the performance of Make Ready on existing Attachments and/or Equipment Attachments by the Licensee or its contractors; (ii) the alleged deliberate and/or intentional misconduct or negligence of Licensee; (iii) METRO performing a Rearrangement of Attachment and/or Transfer of Attachment of Licensee’s Attachment and/or Equipment Attachment that have not been moved in a timely manner pursuant to Articles 13.1 and 20; and (iv) Licensee’s installation, removal, and maintenance work not being performed in a good and workmanlike manner, adversely affecting the structural integrity of METRO Infrastructure, or adversely affecting other Users’ facilities or equipment, pursuant to Articles 16 and 17.

15.2 In the event any person or persons that are not a party to this Agreement shall make a Claim or file any lawsuit against METRO for any reason whatsoever arising out of or in any way based upon this Agreement and/or work performed under it by Licensee and for which Licensee is obligated to indemnify METRO, METRO will forthwith notify Licensee in writing, and Licensee shall within a reasonable time advise METRO if it intends to take over management of the claim and, without limitations, to investigate the claim, negotiate a settlement or defend any such legal action, or otherwise assume responsibility for protecting the interest of METRO, subject to the required approval by the Metropolitan Council of any settlement agreement. If after thirty (30) days from the date such notice is delivered or deemed delivered to Licensee, METRO has not received a response from Licensee that it will assume responsibility, METRO is then authorized to take such action as it considers in its best interest. METRO shall then have sole and exclusive control of the actions to be taken and decisions to be made with respect to such Claim including the decision to compromise and settle any such Claim or legal action and Licensee will be conclusively presumed to consent thereto and concur therein. In the event legal action is not settled, METRO will defend by staff or private counsel and hold Licensee responsible for all damages, interest, judgments, cost of court and reasonable cost of investigating and settling or attempting to settle such claims and actions, including reasonable attorneys’ fees.

15.3 Licensee shall take out and maintain throughout the term of the agreement , insurance in the minimum requirements:

15.3(a) Workers’ compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by Licensee under this Agreement.

15.3(b) Commercial general liability insurance covering all operations under this Agreement; combined single limit of liability of \$1,000,000 per occurrence for claims of bodily injury, death, property damage and \$2,000,000 aggregate for accidents during the policy period. The Metropolitan Government of Nashville and Davidson County acting in its regular corporate capacity shall be included as additional insureds in this policy or policies.

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15.3(c) Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether owned, non-owned, hired, or otherwise. This policy shall be commercial automobile liability policy as approved by the National Bureau of Casualty Underwriters and the Insurance Department of the State of Tennessee per accident liability limits of \$1,000,000 combined single limit of liability for claims of bodily injury, death and property damage. The Metropolitan Government of Nashville and Davidson County shall be named as an additional insured in this policy or policies.

15.4 Licensee shall obtain and maintain an umbrella excess liability insurance in addition to the certificates listed above with limits of liability to be of five million dollars (\$5,000,000) per occurrence and in the aggregate. Licensee may use any combination of primary and excess to meet required total limits

15.5 METRO and its officers, employees and agents shall all be included as additional insureds in all policies required under this Article 15 of this Agreement. Such additional insured coverage shall not exceed Licensee's indemnification obligation under this Agreement, if any.

15.6 Licensee shall provide METRO with a current certificate of insurance evidencing all of the insurance required above in this Article 15 prior to commencing installation of its system on METRO's Infrastructure. Licensee shall provide at least thirty (30) days' prior notice of cancellation of any required coverage that is not replaced. Licensee shall make all reasonable efforts to furnish replacement certificates to METRO at least ten (10) days before the expiration of the then-current insurance policies.

15.7 All insurance required by Article 15 to be maintained by Licensee shall be pursuant to valid and enforceable policies issued by insurers authorized to conduct business in Tennessee.

15.8 Failure of Licensee to maintain the proper insurance required under this Article 15 shall result in termination of this Agreement if the breach is not cured in accordance with Article 20.

Article 16. Interference.

16.1. Licensee Interference. Licensee shall operate its Attachment(s) or Equipment Attachment(s) in a manner that shall not cause physical, mechanical, radio frequency or signal interference to Metro and other Users of the Infrastructure, if their installation predates the execution of Licensee's Site License Agreement for such Infrastructure. Upon detection of such interference not affecting any public safety equipment such as police, fire department and 911 dispatches, Metro shall give Licensee written notice of suspected interference. Licensee shall be given seventy-two (72) hours to resolve said interference. All operations by Licensee shall be in compliance with all FCC requirements. Licensee's equipment must accept any interference caused by and may not cause any interference to the operation of any public safety equipment such as police, fire department and 911 dispatches. In the event Metro's public safety equipment is deemed to interfere with Licensee's ability to operate the Attachment and/or Equipment Attachment, then Licensee may terminate the Site License Agreement without penalty.

16.2. METRO Duties. Subsequent to the installation of the Licensee's Attachment or Equipment Attachment, except in an emergency situation, METRO shall not permit itself, its tenants or licensees to install new equipment on the Infrastructure if such equipment is likely to cause physical, mechanical, radio frequency or signal interference with Licensee's operations. In the event interference occurs, METRO agrees to take all reasonable steps necessary to eliminate such interference in a reasonable time period. METRO shall have the right to install equipment that is in compliance with all FCC standards and regulations. Licensee may pursue any available remedies at law or in equity to cease interference caused by other Users.

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Article 17. Damages to Facilities.

17.1 METRO shall exercise reasonable caution to prevent damage to, or interference with the operation of the equipment of Licensee, but METRO shall not be liable for any such damage or interference which may arise out of the use of METRO's Infrastructures, manholes or conduit hereunder, except to the extent permitted by Tennessee Governmental Tort Liability Act.

17.2 Licensee shall exercise reasonable caution to avoid damage to facilities of METRO or of other authorized Users of said Infrastructures or conduit; and Licensee hereby assumes all responsibility for any and all damage to facilities of said METRO or other authorized Users arising out of or caused by the erection, maintenance, installation, presence, use or removal of Licensee's facilities, except to the extent such damage is caused by the negligent or intentional misconduct of METRO or its employees, agents or contractors or other authorized Users.

17.3 Licensee shall make an immediate report to METRO or other User of the facilities affected by the occurrence of any damage caused by Licensee or its agents, and hereby agrees to reimburse such other User for the actual and documented costs incurred in making the necessary repairs and replacement if damage is caused by Licensee or its agents.

Article 18. Dispute Resolution Process.

18.1 Dispute Resolution. Except for an action seeking a temporary restraining order, an injunction, or an order to compel compliance with this dispute resolution procedure, either party can invoke the dispute resolution procedures in this Article 18 at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.

18.2 Initial Meeting. At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.

18.3 Executive Meeting. If, thirty (30) days after the first in-person meeting or conference call of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, the parties shall engage a mutually agreed upon mediator certified under Tennessee Supreme Court Rule 31 to resolve the dispute, and shall participate in a four-hour-long mediation in a good faith effort to resolve it, which mediation shall occur within thirty (30) days from the first executive-level, in-person meeting or conference call. Each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to waive this requirement to use mediation.

18.4 Unresolved Dispute. If, after thirty (30) days from the first executive-level, in-person meeting following the steps prescribed in the two preceding sections, the parties have not resolved the dispute to their mutual satisfaction, either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 20. Notwithstanding the foregoing, both the procedures and the thirty (30) day time periods in this paragraph and the preceding paragraph may be disregarded if that delay would cause either party to miss the opportunity to file a claim before the expiration of the statute of limitations or before some other legal deadline that would act to bar the filing of a claim expires. In the absence of such an issue, however, completion of the

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dispute resolution process prescribed this article shall be a condition pre-requisite to filing a lawsuit arising out of matters addressed in this Agreement.

18.5 Inadmissible Settlement Information. Unless the parties otherwise agree in writing, communication between the parties under this Article 28 will be treated as Information developed for settlement purposes, exempt from discovery and inadmissible in litigation.

18.6 Business as Usual. During any dispute resolution procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement.

18.7 All fees and penalties will continue to accrue pending dispute resolution procedures unless the dispute specifically involves a dispute over the application of the fee or penalty.

Article 19. Environmental Laws.

Licensee, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on METRO property, easements, rights of way, or other property interests in violation of any applicable law. "Hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Licensee agrees to defend, indemnify and hold harmless Metro from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the Metro may suffer or incur due to the existence or discovery of any Hazardous Substances on any affected property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from Licensee's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Article shall survive the termination or expiration of this Agreement. Licensee understands that compliance with all of the Applicable Standards, including federal, state and local laws, including but not limited to the National Environmental Protection Act and the National Historic Preservation Act, where applicable, is Licensee's sole responsibility. To the extent Metro is aware of the presence of Hazardous Substances on any property subject to this agreement, Metro will notify Licensee of same in writing.

Article 20. Default.

20.1 An Event of Default (each of the following being an Event of Default) shall be deemed to have occurred hereunder by either Party if:

20.1(a) Either Party shall breach any material term or condition of this Agreement,

fail to perform, observe or meet any material covenant or condition made in this Agreement; or

20.1(b) At any time, any representation, warranty or statement made by either party herein shall be incorrect or misleading in any material respect; or

20.1(c) If the Site License Agreement is for an Attachment and/or Equipment Attachment in the public right of way, if the Licensee fails to maintain either a current franchise agreement with

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METRO or a current certificate of franchise authority under the Competitive Cable and Video Services Act.

20.2 Upon the occurrence of any one or more of the Events of Default set forth in Article 20.1 hereof, either party, at its option, in addition to and not in lieu of any other remedies provided for herein, shall be entitled to proceed to exercise any and all actions it may have at law or in equity, including drawing down upon the bond for any fees, costs, expenses or penalties that either party has not paid, and, in addition, at its option, may terminate the affected Site License Agreement upon providing notice to the other party. Provided, however, that such party may only take such action or actions after first giving the other party written notice of the Event of Default and a reasonable time in which other party may cure or commence diligent efforts to cure such Event of Default, which period of time to cure or commence diligent efforts to cure, shall be not less than forty-five (45) calendar days.

20.3 Without limiting the rights granted to METRO pursuant to the foregoing Article 20.2, the parties hereto agree to conduct themselves reasonably and in good faith and to use a good faith effort to meet and to resolve outstanding issues, including but not limited to the Dispute Resolution Process of Article 18.

20.4 In general, a Default shall result in the termination of the relevant Site License Agreement(s). Upon termination of the affected Site License Agreement(s) for Default, Licensee shall remove its Attachments and/or Equipment Attachments from the affected METRO Infrastructures and conduits within six (6) months of receiving notice, or at a rate of ten percent (10%) of its Attachments and/or Equipment Attachments per month, whichever period results in the greatest length of time for completing removal. If not so removed within that time period, METRO shall have the right to remove Licensee's Attachments and/or Equipment Attachments, and Licensee agrees to pay the actual and documented cost thereof within forty-five (45) days after it has received an invoice from METRO. In the event said Defaults exceed ten (10%) percent of the total of all Site License Agreements of the Licensee, then Metro, at Metro's sole discretion, may terminate the Licensee's Master License Agreement.

Article 21. Force Majeure.

Notwithstanding any other term or provision in this Agreement, neither party shall be liable to the other party or any other person, firm, or entity for any delay or failure of performance hereunder if such failure is due to any cause or causes beyond its reasonable control and without its fault or negligence, other than the acts or omissions of a party's own contractors, suppliers, representatives, or agents. Such causes shall include without limitation: acts of God or any civil or military authority, governmental regulations, national emergencies, insurrections, riots or wars.

Article 22. Assignment.

22.1 Except as otherwise provided herein, Licensee shall not assign or transfer any of its rights or obligations under this Agreement, in whole or in part, by merger, consolidation, reorganization, or change in the ownership or control of Licensee's business, or by any other means, without the prior written consent of METRO, which consent shall not be unreasonably withheld, conditioned or delayed.

22.2 Any assignment or transfer by Licensee prohibited by Article 22.1 above, without prior written consent, shall constitute a Default.

22.3 Prior to any assignment or transfer, any new owner or operator shall be required to be bound by and to continue under the same terms and conditions as this Agreement and to execute all necessary

acknowledgments to this effect.

22.4 Notwithstanding Article 22.1 above, Licensee may, during the term of this Agreement, assign or transfer this Agreement without the prior consent of Metro to (i) any affiliate or parent of Licensee, or (ii) any successor to Licensee's business, or a substantial part thereof, whether through merger, amalgamation, consolidation or sale of assets (each, an Assignee); provided, however, such assignment or transfer shall be subject to the following conditions: In the case of a sale of assets, (i) the Assignee has received and accepted an assignment or transfer of the assets comprising the Licensee's business, or a substantial part thereof, (ii) Assignee has executed documents, reasonably satisfactory to METRO, committing Assignee to fulfill and honor all of the terms and conditions of this Agreement, including, but not limited to, all of the representations and warranties of Licensee, and (iii) where the Licensee has facilities in the public right of way the Licensee has assigned its state-issued certificate of franchise authority or other authorization issued by a franchising authority, such as the Metropolitan Government (the Franchise) to such Assignee, and such assignment has been approved (if applicable law requires approval), or the Assignee otherwise holds an applicable and effective Franchise.

22.5 Any assignment or transfer of this Agreement by METRO shall require the new owner to be bound by and to continue under the same terms and conditions as this Agreement and to execute all necessary acknowledgments to this effect.

Article 23. Sublease

23.1 Licensee shall not sublet any interest under this Agreement without Metro's prior written consent.

23.2 Any sublet made without Metro's prior written consent shall, at Metro's option, be void.

23.3 To obtain Metro's consent to a sublet, Licensee shall provide Metro with written notice of: the proposed effective date of the sublease, a description of the portion of the premises to be sublet, all of the material terms of the proposed sublease and the consideration therefor, and any other information reasonably required by Metro in order to evaluate the proposed sublease.

23.4 Within thirty (30) days after receiving the Licensee's notice of sublease, Metro shall notify Licensee in writing of: its consent to the proposed sublease, or its refusal to consent to the proposed sublease and its reasons therefor. If Metro does not provide written notice to Licensee approving or disapproving any proposed sublease within thirty (30) days after receiving a transfer notice then, the sublease shall be deemed disapproved.

23.5 Metro shall not unreasonably withhold, condition or delay its consent to any proposed sublease.

23.6 Licensee shall pay 30% of any rent, license fee, money or compensation from a third party for each subsequent Attachment and/or Equipment Attachment Agreement to a new tower erected by Licensee on land owned by Metro (Sublicense Fee). Sublicense Fee will be paid in the same time and manner as the Annual Site License Fee in Article 5 of this Agreement. Licensee shall provide Metro with a copy of its agreement with its sublessee, signed by both parties.

23.7. Notwithstanding any subletting, Licensee shall at all times remain fully and primarily responsible and liable for the payment of rent and for compliance with all of Licensee's other obligations under this Agreement.

Article 24. Notice.

Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid or in the form of an Electronic Record. All such notice shall be directed to the addresses specified below:

If to the Licensee:

Telephone No.: _____

Attention: _____

Address: _____

Fax No.: _____

RUSH: FORMAL NOTICE OF CONTRACT ACTION

If to METRO:

If to the Licensee:

Telephone No.: _____

Attention: _____

Address: _____

Fax No.: _____

or to such other address as the parties shall designate in writing or in the form of an Electronic Record; provided, however, that notices of interruption of communications may be provided orally, effective immediately and, upon request, confirmed in writing or in the form of an Electronic Record. A notice sent by facsimile transmission shall be deemed received on the day sent (unless such day is not a business day, in which case it shall be deemed received on the next business day), and notice by overnight mail or courier shall be deemed to have been received based upon the mode of delivery, unless it confirms a prior verbal communication in which case any such notice shall be deemed received on the day sent.

Article 25. Term.

This Agreement shall become effective on the Effective Date and, to the extent any of Licensee’s attachments and/or Equipment Attachments are located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO or has a certificate of franchise authority under the Competitive Cable and Video Services Act (“Franchise”), if not terminated in accordance with the provisions hereof, shall continue in effect for a term of five (5) years. This Agreement shall automatically renew thereafter for four (4) additional, five (5) year periods, to the extent any of Licensee’s Attachments and/or Equipment Attachments are located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO throughout that period or has a certificate of franchise authority under the Competitive Cable and Video Services Act, unless notice is given in writing by either party to not renew this Agreement, which notice must be given no less than six (6) months before the end of the initial five (5) year period, or given no less than six (6) months before the end of any such renewal term. Such election not to renew in no way exempts payment for pole and conduit attachment Site License Fees and continued compliance with all obligations and Applicable Standards hereunder pending the actual removal of all facilities. Upon termination of this Agreement in accordance with the provisions hereof and in Article 20, Licensee shall remove its Attachments and/or Equipment Attachments from all METRO Infrastructures within six (6) months of receiving notice, or at a rate of ten percent (10%) of its Attachments and/or Equipment Attachments per month, whichever period results in the greatest length of time for completing

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removal. If not so removed within that time period, METRO shall have the right to remove Licensee's Attachments and/or Equipment Attachments, and Licensee agrees to pay the actual and documented cost thereof within forty-five (45) days after it has received an invoice from METRO. Notwithstanding the termination of this Agreement, its terms and condition shall continue to remain in effect and govern any then existing Site License Agreements until the expiration or earlier termination of such Site License Agreements.

Article 26. Receivership, Foreclosure or Act of Bankruptcy.

26.1 The Infrastructure use granted hereunder to Licensee shall, at the option of METRO, cease and terminate one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of Licensee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all Defaults under this Agreement.

26.2 In the case of foreclosure or other judicial sale of the plant, property and equipment of Licensee, or any part thereof, including or excluding this Agreement, METRO may serve notice of termination upon Licensee and the successful bidder at such sale, in which event this Agreement herein granted and all rights and privileges of this Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless: METRO shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and Such successful bidder shall have covenanted and agreed with METRO to assume and be bound by all the terms and conditions to this Agreement.

Article 27. Removal of Attachments and/or Equipment Attachments.

Licensee may at any time remove its Attachments and/or Equipment Attachments from any Infrastructure of METRO, but shall promptly give METRO written notice of such removals, after receipt of which the related Site License Agreement shall terminate. No refund of any Site License Fee will be due on account of such removal and termination.

Article 28. Performance Bond.

Unless they have already done so in a like amount pursuant to the requirements of their franchise agreement, and their Attachments and/or Equipment Attachments are exclusively located in the public right of way, Licensee shall furnish a performance bond executed by a surety company reasonably acceptable to METRO which is duly authorized to do business in the state of Tennessee in the amount of Five Hundred Thousand Dollars (\$500,000) for the duration of the first five year term of the Agreement as security for the performance of its obligations and faithful adherence to all requirements of this Agreement. After the first five year term of this Agreement the, bond requirement amount shall be reduced to two hundred fifty thousand dollars. Licensee shall provide this corporate surety bond at the time of execution of this Agreement.

Article 29. Jurisdiction.

Any and all disputes arising out of this Agreement shall be governed, construed and enforced according to the laws of the State of Tennessee. All actions relating to the validity, construction, interpretation, and enforcement of this Agreement shall be instituted and litigated in the courts of Tennessee; in accordance

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herewith, the parties to this Agreement submit to the jurisdiction of the courts of Tennessee, located in Davidson County, Tennessee.

Article 30. Nondiscriminatory Employment Practice/Absence of Conflict of Interest.

30.1 Licensee represents and warrants that neither the mayor, city council members, nor any other Metropolitan Government official has direct or indirect interest in this contract.

30.2 Licensee assures that it will comply with pertinent statutes, and such rules as are promulgated, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefited from METRO or the Metropolitan Government.

Article 31. Authorizations.

METRO and Licensee each represents that it has the respective necessary corporate and/or legal authority and has obtained any and all regulatory approvals necessary to enter into and perform this Agreement, and that this Agreement, when executed by such party, represents a valid, binding and enforceable legal obligation of that party.

Article 33. Miscellaneous.

33.1 The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or conditions of this Agreement or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by authorized representatives of the parties in writing.

33.2 The provision of services by METRO or Licensee under this Agreement will not create a partnership or joint venture between the parties nor result in a joint communications service offering to the customers of either Licensee or METRO.

33.3 Licensee shall not, without the prior written consent of METRO, use any of its facilities attached to METRO's Infrastructures, or installed in METRO's conduit, for any purpose other than that provided in this Agreement. Whenever, in the reasonable judgment of METRO, Licensee has used its facilities for any purpose not authorized herein, METRO shall forthwith notify Licensee in writing. Upon receipt of such notice, Licensee shall as promptly as practicable cease such use complained of in the notice. Failure to do so shall constitute an Event of Default under this Agreement.

33.4 No subsequent amendment or agreement between METRO and Licensee regarding this Agreement shall be effective or binding unless it is in writing and made by authorized representatives of the parties hereto.

33.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. Except as otherwise expressly provided in this Agreement, this Agreement shall not inure to the benefit of, or be enforceable by, or create any right or cause of action to, any person or entity other than the parties hereto.

33.6 This Agreement, together with the Site License Agreements and any franchise agreement between Licensee and METRO, sets forth the entire understanding of the parties and supersedes any and all prior agreements, whether written or oral, arrangements or understandings relating to its subject matter. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. All existing licenses outstanding shall be subject to this Agreement.

33.7 If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement, and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

33.8 Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

33.9 The provisions of this Article 33 shall survive the termination of any other portions of this Agreement.

SIGNATURES FOLLOW ON NEXT PAGE

METRO

By: _____

Printed Name: _____

Director of Information Technology Services

Date: _____

APPROVED AS TO AVAILABILITY OF FUNDS

Director, Department of Finance

APPROVED AS TO FORM & LEGALITY

Assistant Metropolitan Attorney

LICENSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT A
FEES AND CHARGES**

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1. Infrastructure In the Right of Way (except Wireline Attachments): The annual Site License Fee due for each site on which Licensee has Attachment(s) and/or Equipment Attachments to METRO infrastructure in METRO's Right of Way shall be \$1,800.00 per year .
2. Attachments and/or Equipment Attachments to Metro Buildings: The annual Site License Fee due for each Attachment to METRO Buildings shall be \$\$2,000.00 per month .
3. New Towers on METRO Property: The annual Site License Fee due for each New Tower shall be \$800.00 per month .
4. Fee for Site License Agreement for Wireline Attachments on Metro Owned Structures: The annual site license fee due for wireline attachments on Metro owned structures shall be \$32.00 per each Infrastructure to which the licensed wireline span is attached.

Sublease Fee:

Pursuant to Article 23.6 of this Agreement, Licensee shall pay 30% of any rent, license fee, money or compensation from a third party for each subsequent Attachment and/or Equipment Attachment Agreement to a new tower erected by Licensee on land owned by Metro (Sublicense Fee). Sublicense Fee will be paid in the same time and manner as the Annual Site License Fee in Article 5 of the Master License Agreement.

Non-Recurring Fees

1. Site License Application Fee. \$250.00 .
2. Work performed by METRO where Licensee failed to perform in a timely manner may be subject to a ten (10%) percent additional charge pursuant to the Master License Agreement.
3. Inspections: The cost for Annual Inspections in Article 11.3 shall be \$100.00 per site .
4. Unauthorized Attachment Penalty Fee: \$500.00 per Unauthorized Attachment that were not reported or which were deliberately installed in knowing violation of Applicable Standards.
5. Unauthorized Attachment Fee: If, Licensee fails to submit a Site License Application within thirty (30) days, or such longer time as mutually agreed to by the parties after an inspection, or fails to remove the Unauthorized Attachment within thirty (30) days, Licensee shall, at METRO's discretion, be subject to a daily penalty of five dollars (\$5) per Attachment and/or Equipment Attachment, per day beginning on the day after thirty (30) days from the day the original notification was given pursuant to Article 12 of the Agreement.

Exhibit B

Site License Agreement For Sites in METRO Right-of-Way

This Site License is executed pursuant to the Master Telecommunications Facility Licensing Agreement between Metropolitan Government of Nashville and Davidson County (METRO), and _____, (LICENSEE), dated __, 201_ (MASTER), all the terms and conditions of which are incorporated by reference herein and made a part hereof for all purposes. It should be noted that in order to be able to place any facilities in the METRO public right of way, in addition to this Site License Agreement, the LICENSEE must also have a current franchise agreement with METRO or have a certificate of franchise authority from the State under the Competitive Cable and Video Services Act. Such a franchise confers upon the franchisee the more general right to have a presence in the public right of way, but not the right to attach to any particular asset owned by METRO within the public right of way; thus, both a franchise agreement or statewide certificate and this Site License, together with the MASTER, are required of the LICENSEE. If the telecommunications facilities the Licensee seeks to attach to Metro Infrastructure consists solely of a cable, fiber or wireline span, then the Site License Agreement contained in Exhibit E should be used rather than this Agreement. Upon the execution by METRO and LICENSEE, METRO hereby licenses the Attachment and/or Equipment Attachment described below or the installation and operation of its Equipment described herein in accordance with the terms and conditions of the Master and those set forth below:

Infrastructure Information:

METRO Site Name: _____
METRO Site Number: _____
Coordinates: _____
Address/Closest Intersection: _____

METRO Information:

Contact Name: _____
Contact Phone Number: _____
Contact Email: _____
Notice Address: _____

Payment Address: _____

LICENSEE Information:

Contact Name: _____

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Contact Phone Number: _____
Contact Email: _____
Notice Address: _____

Site License Fee and Term:

Site License Commencement Date: Shall be the earlier of the start of installation of Licensee’s Attachment and/or Equipment Attachment or 90 days after both parties have signed this Site License Agreement.

Unless otherwise specified herein, this Agreement shall, to the extent Licensee’s Attachment and/or Equipment Attachment is located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO or has a certificate of franchise authority under the Competitive Cable and Video Services Act (“Franchise”), if not terminated in accordance with the provisions of the Master License Agreement, continue in effect for a term of five (5) years. Unless otherwise specified herein, this Agreement shall automatically renew thereafter for four (4) additional, five (5) year periods, to the extent Licensee’s attachment and/or Equipment Attachment is located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO throughout that period or has a certificate of franchise authority under the Competitive Cable and Video Services Act, unless notice is given in writing by either party to not renew this Agreement, which notice must be given no less than six (6) months before the end of the initial five (5) year period, or given no less than six (6) months before the end of any such renewal term. Such election not to renew in no way exempts payment for pole and conduit attachment Site License Fees and continued compliance with all obligations and Applicable Standards hereunder pending the actual removal of all facilities.

Site License Fee: The License Fee due under this Agreement is _____ pursuant to Article 5.4 and shall be paid in accordance with the process defined in that Article.

Licensee’s Equipment Information:

Licensee’s Equipment and frequencies and the identification of the Licensed Space on Metro’s Infrastructure are described in Schedules 1-4 to this Site License Agreement, which is hereby incorporated by reference and made a part hereof.

A list of Current Communications Users of Site (including frequencies) are listed in Schedule 5 to this Site License Agreement.

Special Provisions or Limitations:

1. Removal of Attachments and/or Equipment Attachments for Overhead to Underground Conversion.

Upon notice from METRO to Licensee that the METRO facilities are to be converted from overhead to underground in a specified area and the Infrastructures will be removed, this Site License shall immediately terminate and the Attachments and/or Equipment Attachments of

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Licensee shall be removed from the affected Infrastructure within ninety (90) days of Licensee receiving notice from METRO.

2. Infrastructure Replacements.

Where Licensee is unable to place an Attachment and/or Equipment Attachment on an Infrastructure item because the addition of Licensee's Attachment and/or Equipment Attachment exceeds the applicable loading requirements set forth in the Applicable Standards in the Master or otherwise is unable to accommodate Licensee's proposed Attachment and/or Equipment Attachment, METRO may, at METRO's sole discretion, allow Licensee to replace an existing Infrastructure item for a taller or stronger infrastructure item to accommodate an Attachment and/or Equipment Attachment request by Licensee. Said replacement Infrastructure shall be of substantially the same quality, functionality and appearance of the existing Infrastructure that is being replaced, shall comply with all federal, state and local law, shall be architecturally compatible with the surrounding existing infrastructure and shall be subject to approval by Metro Public Works, which may choose to publish standards and specifications for such Infrastructures. In all instances, the replaced Infrastructure will remain the property of METRO but Licensee shall maintain it so that there is no issue with ongoing functionality of the purpose that it serves for METRO. While Licensee will generally have the maintenance obligation, Metro reserves the right to perform its own maintenance and upon request by Metro, Licensee will give Metro first priority access to the Infrastructure for any maintenance and repair. In the event of any damage to Infrastructure by a third party, Licensee is responsible for repairing the damage, up to and including replacing the damaged Infrastructure; replacements must meet the standards specified above, including approval by Metro Public Works. In the event that the Infrastructure is totally damaged by a third party and must be replaced by Licensee, Licensee shall be entitled to a construction rent abatement in the amount of one year's rent. If the damage to the Infrastructure by a third party is not total, Licensee may present to Metro its invoice for any reasonably necessary repair incurred, and Metro shall grant Licensee a rent abatement in the amount of the invoice, unless Metro disputes the reasonableness of the invoice or necessity of the repair. If the parties cannot agree as to the reasonableness of the invoice or the necessity of the repair, the dispute resolution process provided for in the MLA shall be used to resolve the dispute. At Metro's sole discretion and approval, the Infrastructure Replacement may be relocated a short distance from its original location. At Metro's discretion, where public improvements are planned in the area of a particular public right of way where Licensee is requesting the right to replace Metro-owned Infrastructure which such improvements may impact, METRO may grant Licensee a temporary attachment location with the understanding that when Metro's improvement project is complete, the Attachment and/or Equipment Attachment will be moved to a different permanent replacement Infrastructure at Licensee's expense. Unless site conditions make it cost prohibitive, which determination shall be subject to Metro's reasonable agreement, Metro may also require the Licensee to build additional vault space under the replacement Infrastructure to ensure availability of space for expansion or future

collocation. In the event this vault space is ultimately used by another third party licensee of Metro's, Metro will require the third party to reimburse Licensee for the cost of the vault construction. With streetlights, light fixtures on replacement poles should be as similar to fixtures on adjacent poles, including bulb type, as possible.

Additional Provisions:

METRO

By: _____
Printed Name: _____
IT's: Director, Department of Public Works
Date: _____
Recommended By:

Director, Department of Information Technology Services or his Designee

APPROVED AS TO AVAILABILITY OF FUNDS

Director, Department of Finance

APPROVED AS TO FORM & LEGALITY

Assistant Metropolitan Attorney

LICENSEE

By: _____
Printed Name: _____
Title: _____
Date: _____

Addendum/Attachments:

Schedule 1: Description of Structure

Schedule 2: Description of Antennas/Dishes Location(s)

Schedule 3: Description of Equipment Shelter/ Room/Cabinet Location(s)

Schedule 4: Plans and Specifications

Schedule 5: Current Communications Users of Site (including frequencies)

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Exhibit C

Site License Agreement For Sites on METRO Buildings

This Site License is executed pursuant to the Master Telecommunications Facility Licensing Agreement between Metropolitan Government of Nashville and Davidson County (METRO), and _____, (LICENSEE), dated _____, 201_ (MASTER). All the terms and conditions of which are incorporated by reference herein and made a part hereof for all purposes. Upon the execution by METRO and LICENSEE, METRO hereby licenses the Attachment and/or Equipment Attachment described below or the installation and operation of its Equipment described herein in accordance with the terms and conditions of the Master and those set forth below:

Infrastructure Information:

METRO Site Name: _____
METRO Site Number: _____
Coordinates: _____
Address/Closest Intersection: _____

METRO Information:

Contact Name: _____
Contact Phone Number: _____
Contact Email: _____
Notice Address: _____

Payment Address: _____

LICENSEE Information:

Contact Name: _____
Contact Phone Number: _____
Contact Email: _____
Notice Address: _____

Site License Fee and Term:

Site License Commencement Date: Shall be the earlier of the start of installation of Licensee's Attachment and/or Equipment Attachment or 90 days after both parties have signed this Site License Agreement. Unless otherwise specified herein, this Agreement shall, to the extent Licensee's Attachment and/or Equipment Attachment is located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO or has a certificate of franchise authority under the Competitive Cable and Video Services Act ("Franchise"), if not terminated in accordance with the provisions of the Master License Agreement, continue in effect for a term of five (5) years. Unless otherwise specified herein, this Agreement shall automatically renew thereafter for four (4) additional, five (5) year periods, to the extent Licensee's Attachment and/or Equipment Attachment is located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO throughout that period or has a certificate of franchise authority under the Competitive Cable and Video Services Act, unless notice is given in writing by either party to not renew this Agreement, which notice must be given no less than six (6) months before the end of the initial five (5) year period, or given no less than six (6) months before the end of any such renewal term. Such election not to renew in no way exempts payment for pole and conduit attachment Site License Fees and continued compliance with all obligations and Applicable Standards hereunder pending the actual removal of all facilities.

Site License Fee: The License Fee due under this Agreement is _____ pursuant to Article 5.4 and shall be paid in accordance with the process defined in that Article.

Licensee's Equipment Information:

Licensee's Equipment and frequencies and the identification of the Licensed Space on Metro's Infrastructure are described in Schedules 1-4 to this Site License Agreement, which is hereby incorporated by reference and made a part hereof.

A list of Current Communications Users of Site (including frequencies) are listed in Schedule 5 to this Site License Agreement.

Special Provisions or Limitations:

1. Licensee is required to coordinate installation of all electrical connections on the building that Licensee's Licensed Space is located on with METRO's resident building engineer.
2. Licensee shall make no penetrations or alterations to the roof of the Licensed Space without the prior consent of METRO. Any and all roof penetrations shall be specifically called out in Licensee's Plans and Specifications shall be clearly marked for METRO's approval. Any change or deviation from an approved penetration shall require re-approval by METRO.
3. Any penetration to the roof of the building that Licensee's Licensed Space is located on shall be completed by METRO's roofing contractor. At METRO's sole discretion, this requirement may be waived and said waiver shall be signed by METRO and attached to the Plans and Specifications.

4. Upon one hundred eighty (180) days written request of METRO, Licensee agrees to relocate its equipment on a permanent or temporary basis to another location, for the purpose of METRO performing maintenance, repair or similar work at the Property or in the Building, or in the event METRO intends to demolish the building that Licensee's Licensed Space is located on.

Additional Provisions:

METRO

By: _____
Printed Name: _____
IT's: [Head of Department that controls Infrastructure] _____
Date: _____

Recommended By:

Director, Public Property Administration

Recommended By:

Director, Department of Information Technology Services or his Designee

APPROVED AS TO AVAILABILITY OF FUNDS

Director, Department of Finance

APPROVED AS TO FORM & LEGALITY

Assistant Metropolitan Attorney

LICENSEE

By: _____
Printed Name: _____
Title: _____
Date: _____

Addendum/Attachments:

Schedule 1: Description of Structure

Schedule 2: Description of Antennas/Dishes Location(s)

Schedule 3: Description of Equipment Shelter/ Room/Cabinet Location(s)

Schedule 4: Plans and Specifications

Schedule 5: Current Communications Users of Site (including frequencies)

Exhibit D

Site License Agreement For New Tower Sites on METRO Property

This Site License is executed pursuant to the Master Telecommunications Facility Licensing Agreement between Metropolitan Government of Nashville and Davidson County (METRO), and _____, (LICENSEE), dated __, 201_ (MASTER). All the terms and conditions of which are incorporated by reference herein and made a part hereof for all purposes. Upon the execution by METRO and LICENSEE, METRO hereby licenses the Tower and Attachment(s) and/or Equipment Attachments described below or the installation and operation of its equipment described herein in accordance with the terms and conditions of the Master and those set forth below:

Infrastructure Information:

METRO Site Name: _____
METRO Site Number: _____
Coordinates: _____
Address/Closest Intersection: _____

METRO Information:

Contact Name: _____
Contact Phone Number: _____
Contact Email: _____
Notice Address: _____

Payment Address: _____

LICENSEE Information:

Contact Name: _____
Contact Phone Number: _____
Contact Email: _____
Notice Address: _____

Site License Fee and Term:

Site License Commencement Date: Shall be the earlier of the start of construction of the Tower, or 90 days after both parties have signed this Site License Agreement.

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Unless otherwise specified herein, this Agreement shall, to the extent Licensee's Attachment and/or Equipment Attachment is located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO or has a certificate of franchise authority under the Competitive Cable and Video Services Act ("Franchise"), if not terminated in accordance with the provisions of the Master License Agreement, continue in effect for a term of five (5) years. Unless otherwise specified herein, this Agreement shall automatically renew thereafter for four (4) additional, five (5) year periods, to the extent Licensee's Attachment and/or Equipment Attachment is located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO throughout that period or has a certificate of franchise authority under the Competitive Cable and Video Services Act, unless notice is given in writing by either party to not renew this Agreement, which notice must be given no less than six (6) months before the end of the initial five (5) year period, or given no less than six (6) months before the end of any such renewal term. Such election not to renew in no way exempts payment for pole and conduit Attachment Site License Fees and continued compliance with all obligations and Applicable Standards hereunder pending the actual removal of all facilities.

Site License Fee: The License Fee due under this Agreement is _____ pursuant to Article 5.4 and shall be paid in accordance with the process defined in that Article.

Licensee's Equipment Information:

Licensee's Equipment and frequencies and the identification of the Licensed Space on Metro's Infrastructure are described in Schedules 1-4 to this Site License Agreement, which is hereby incorporated by reference and made a part hereof.

A list of Current Communications Users of Site (including frequencies) are listed in Schedule 5 to this Site License Agreement.

Special Provisions or Limitations:

METRO

By: _____

Printed Name: _____

IT's: [Head of Department that controls Land] _____

Date: _____

Recommended By:

Director, Public Property Administration

Recommended By:

Director, Department of Information Technology Services or his Designee

APPROVED AS TO AVAILABILITY OF FUNDS

Director, Department of Finance

APPROVED AS TO FORM & LEGALITY

Assistant Metropolitan Attorney

LICENSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

Addendum/Attachments:

Schedule 1: Description of Structure

Schedule 2: Description of Antennas/Dishes Location(s)

Schedule 3: Description of Equipment Shelter/ Room/Cabinet Location(s)

Schedule 4: Plans and Specifications

Schedule 5: Current Communications Users of Site (including frequencies)

Exhibit E

Site License Agreement For Wireline Attachments on METRO Owned Structures

This Site License is executed pursuant to the Master Telecommunications Facility Licensing Agreement between Metropolitan Government of Nashville and Davidson County (METRO), and _____, (LICENSEE), dated _____, 201_ (MASTER). All the terms and conditions of which are incorporated by reference herein and made a part hereof for all purposes. It should be noted that in order to be able to place any facilities in the METRO public right of way, in addition to this Site License Agreement, the LICENSEE must also have a current franchise agreement with METRO or have a certificate of franchise authority from the State under the Competitive Cable and Video Services Act. Such a franchise confers upon the franchisee the more general right to have a presence in the public right of way, but not the right to attach to any particular asset owned by METRO within the public right of way; thus, both a franchise agreement or statewide certificate and this Site License, together with the MASTER, are required of the LICENSEE. Upon the execution by METRO and LICENSEE, METRO hereby licenses the Attachment(s) described below or the installation and operation of its Equipment described herein in accordance with the terms and conditions of the Master and those set forth below:

Infrastructure Information: Contained in Schedule 1

METRO Information:

Contact Name: _____
Contact Phone _____
Number: Contact _____
Email: _____
Notice Address: _____

Payment Address: _____

LICENSEE Information:

Contact Name: _____
Contact Phone _____
Number: Contact _____

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Email:

Notice Address:

Site License Fee and Term:

Site License Commencement Date: Shall be the earlier of the start of construction of the Tower, or 90 days after both parties have signed this Site License Agreement.

Unless otherwise specified herein, this Agreement shall, to the extent Licensee's Attachment and/or Equipment Attachment is located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO or has a certificate of franchise authority under the Competitive Cable and Video Services Act ("Franchise"), if not terminated in accordance with the provisions of the Master License Agreement, continue in effect for a term of five (5) years. Unless otherwise specified herein, this Agreement shall automatically renew thereafter for four (4) additional, five (5) year periods, to the extent Licensee's Attachment and/or Equipment Attachment is located in the public right of way, so long as the Licensee maintains a current franchise agreement with METRO throughout that period or has a certificate of franchise authority under the Competitive Cable and Video Services Act, unless notice is given in writing by either party to not renew this Agreement, which notice must be given no less than six (6) months before the end of the initial five (5) year period, or given no less than six (6) months before the end of any such renewal term. Such election not to renew in no way exempts payment for pole and conduit Attachment Site License Fees and continued compliance with all obligations and Applicable Standards hereunder pending the actual removal of all facilities.

Site License Fee: The License Fee due under this Agreement is _____ pursuant to Article 5.4 and shall be paid in accordance with the process defined in that Article.

Licensee's Equipment Information:

Licensee's Equipment and frequencies and the identification of the Licensed Space on Metro's Infrastructure are described in Schedules 1-4 to this Site License Agreement, which is hereby incorporated by reference and made a part hereof.

A list of Current Communications Users of Site (including frequencies) are listed in Schedule 5 to this Site License Agreement.

Special Provisions or Limitations:

METRO

By: _____

Printed Name: _____

IT's: Director, Department of Public Works

Date: _____

Recommended By:

Director, Department of Information Technology Services or his Designee

APPROVED AS TO AVAILABILITY OF FUNDS

Director, Department of Finance

APPROVED AS TO FORM & LEGALITY

Assistant Metropolitan Attorney

LICENSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

Addendum/Attachments:

Schedule 1: Description of Structures for Wireline Attachments

Schedule 2: Description of Antennas/Dishes Location(s)

Schedule 3: Description of Equipment Shelter/ Room/Cabinet Location(s)

Schedule 4: Plans and Specifications

Schedule 5: Current Communications Users of Site (including frequencies)