



city commission work session agenda

City Commission Virtual
Work Session
December 7, 2020
3:00 pm
Virtual

mayor & commissioners				
seat 1 Marty Sullivan	seat 2 Sheila DeCiccio	Mayor Steve Leary	seat 3 Carolyn Cooper	seat 4 Todd Weaver

welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted outside City Hall the Wednesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at cityofwinterpark.org.

meeting procedures

No public comments will be taken during this work session. This meeting will be conducted virtually. Please follow these instructions to attend. 1. Go to cityofwinterpark.org > Government > Live Video Broadcast. 2. Click on the Live Virtual Meeting link. 3. This will take you to a page that allows you to register for the meeting. 4. After you register, instructions will be emailed on how to attend the meeting.

agenda

*times are projected and
subject to change

1. Call to Order

2. Discussion Item(s)

- a. [Extenet Presentation on 5G](#)

120 minutes

3. Adjournment

appeals and assistance

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105)

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting."



City Commission Work Session

agenda item

item type Discussion Item(s)	meeting date December 7, 2020
prepared by Peter Moore	approved by Michelle Neuner, Randy Knight
board approval Completed	
strategic objective Quality of Life	

subject

Extenet Presentation on 5G

motion / recommendation

background

City staff has been working with the major cellular companies and 5G node providers over the past couple years to craft a framework for how 5G could begin to be built out in the City of Winter Park. 5G represents the next generation (5th) of cellular technology and it differs from past deployments due to its shorter range but much larger capability to carry more data. Traditionally, cell signals were carried by larger cell towers (120 - 150 foot tall macrosites) however 5G will require the creation of many smaller scale structures (approx. 30 - 40 feet microsites) that will send signals about 400 to 600 feet depending upon clearance due to other structures, tree canopy, etc.

Extenet was the first company to approach the city regarding the construction of 5G nodes, and they have the contract with AT&T to build out node locations in Winter Park and Orlando. Extenet is one of the largest cell node hosting companies in the United States and their clients include all the major cellular providers. Extenet has worked with staff to come up with pole designs that fit within the context and design standards of the city as well as working to relocate proposed pole locations where aesthetic concerns and community impact was deemed to be a concern.

Legal proceedings have long been, and are still continuing to be, a factor in 5G node deployment. Both the federal government through the FCC, and the State of Florida have passed laws that are more conducive to the spread of node deployment at the expense of home rule authority to regulate and control it. Those that support the rollout have claimed that local governments can be unreasonable in their conditions to allow nodes while those that oppose it claim that it takes away a community's right to control their rights-of-way (ROW). The major points of the laws governing small cell or microsite deployment are the FCC caps on annual revenue that can be charged per pole to the

local government (\$270 each annually), the ability to place a pole in ROW without unreasonable requirements by local government, the size of associated antenna and cabinet boxes that can be placed on/near poles, and the 45 and 60 day shot clocks that require a determination on submitted permit proposals by the local government or they are deemed approved. The specifics of the history of legal issues will be discussed by the Extenet team at the worksession and the city's attorneys will be able to provide appropriate context to any questions asked by the City Commission.

Despite staff opinion that the new federal and state laws take away the city's flexibility to control ROW, Extenet has been willing and flexible to hear concerns and make changes and have worked with the city attorneys to create a master agreement framework that would govern how 5G will be permitted in the city. Some of the major points of the agreement include:

- Pricing of \$1,200 per pole with \$270 (FCC cap) paid immediately and the remainder held in escrow until legal proceedings are settled.
- Design standards for the pole deployment that mimic the city's Sternberg lighting, fluted black metal pole design.
- Images of pole design standards that set the framework for what poles with attached hung cabinets, poles with ground cabinets, and poles with stealth cabinets. (For examples, see the Extenet presentation file attached. Once settled, these will also be incorporated as part of the master agreement.)
- Stealth ground cabinet design options which include trash can style cabinets that hide the electrical components and may fit better in a pedestrian context.
- Master metering agreement that would not allow for individual electric meters to be installed on each pole but instead pay an annual electric power cost fee on a per pole basis, thus reducing the visual clutter on poles.
- Rules to govern the city's right to control pole placement and design, including aesthetic concerns.
- Limits attachments to only being permitted as part of new streetlight style nodes. Many jurisdictions are allowing attachments on existing utility poles, however due to the electric undergrounding program, the city is requiring all nodes to be decorative streetlights instead.
- No overhead cabling to poles to reduce visual wire clutter.
- No changing of the components to a pole without additional city permitting approval.

Extenet has requested this worksession to present the work that they have done with staff, hear concerns and input from the City Commission, and to make further adjustments as necessary so that they can move towards submitting a permitting packet to the city for consideration. Staff is tentatively planning on bringing the master agreement to the Commission at the first meeting in January for approval. If approved, it is likely that Extenet will prepare a permit packet and submit that to the city and start the

official permitting process.

Attached to this item are the slide presentation that Extenet will deliver, as well as the most current draft of the master agreement. There are some minor points to still be addressed but it has largely met the approval of both Extenet and the city attorneys.

alternatives / other considerations

None

fiscal impact

Extenet is proposing 20 node locations in the city has part of this deployment. At \$1,200 per pole, that would generate \$24,000 annually for the city, however only \$270 per pole would be paid until legal proceedings regarding the FCC cap is settled. At \$270 per pole that equates to \$5,400 annually.

ATTACHMENTS:

[ExteNet Overview for Winter Park, 120120.pdf](#)

ATTACHMENTS:

[ExteNet - Model Pole Attachment Agreement - draft.pdf](#)



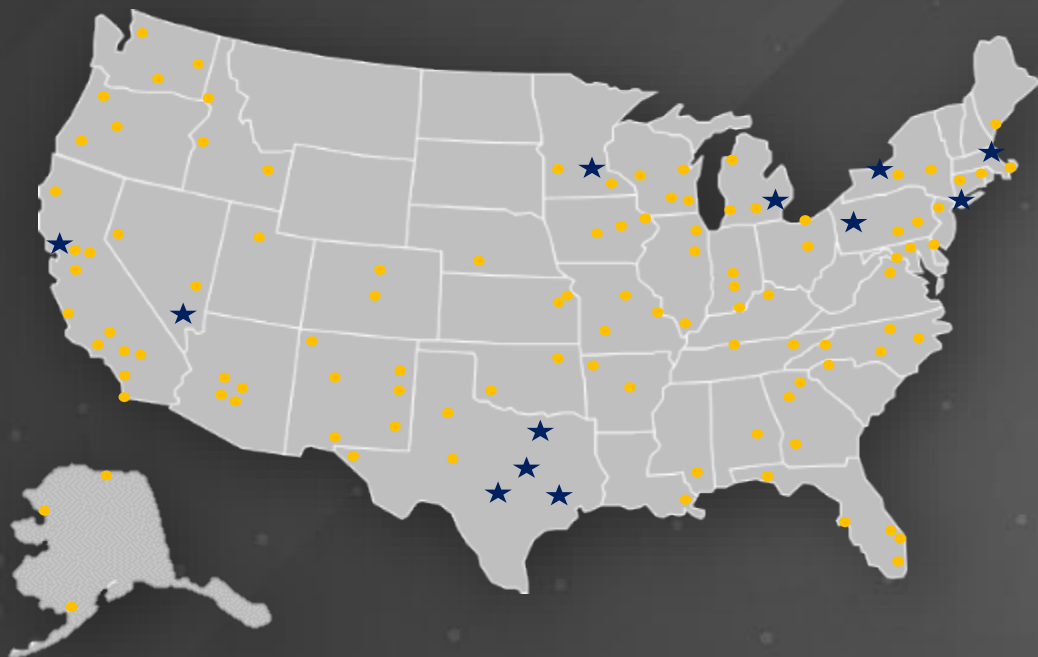
ExteneNet Small Cell Project Overview

Winter Park, Florida

ADVANCING  EVERY DAY

About ExteNet Systems

ExteNet is a Leading Provider of **Converged Communications Infrastructure & Services** for Advanced Network Connectivity



OUTDOOR & INDOOR

SUBURBAN | URBAN |
RURAL | IN-BUILDING

SOLUTION BREADTH

SMALL CELLS & DAS | FIBER | EPC |
BUILDING & ENTERPRISE
COMMUNICATIONS

CUSTOMERS SERVED

MNOS | PROPERTY OWNERS &
MANAGERS |
ENTERPRISES | MUNICIPALITIES

BEST IN CLASS OWNERSHIP

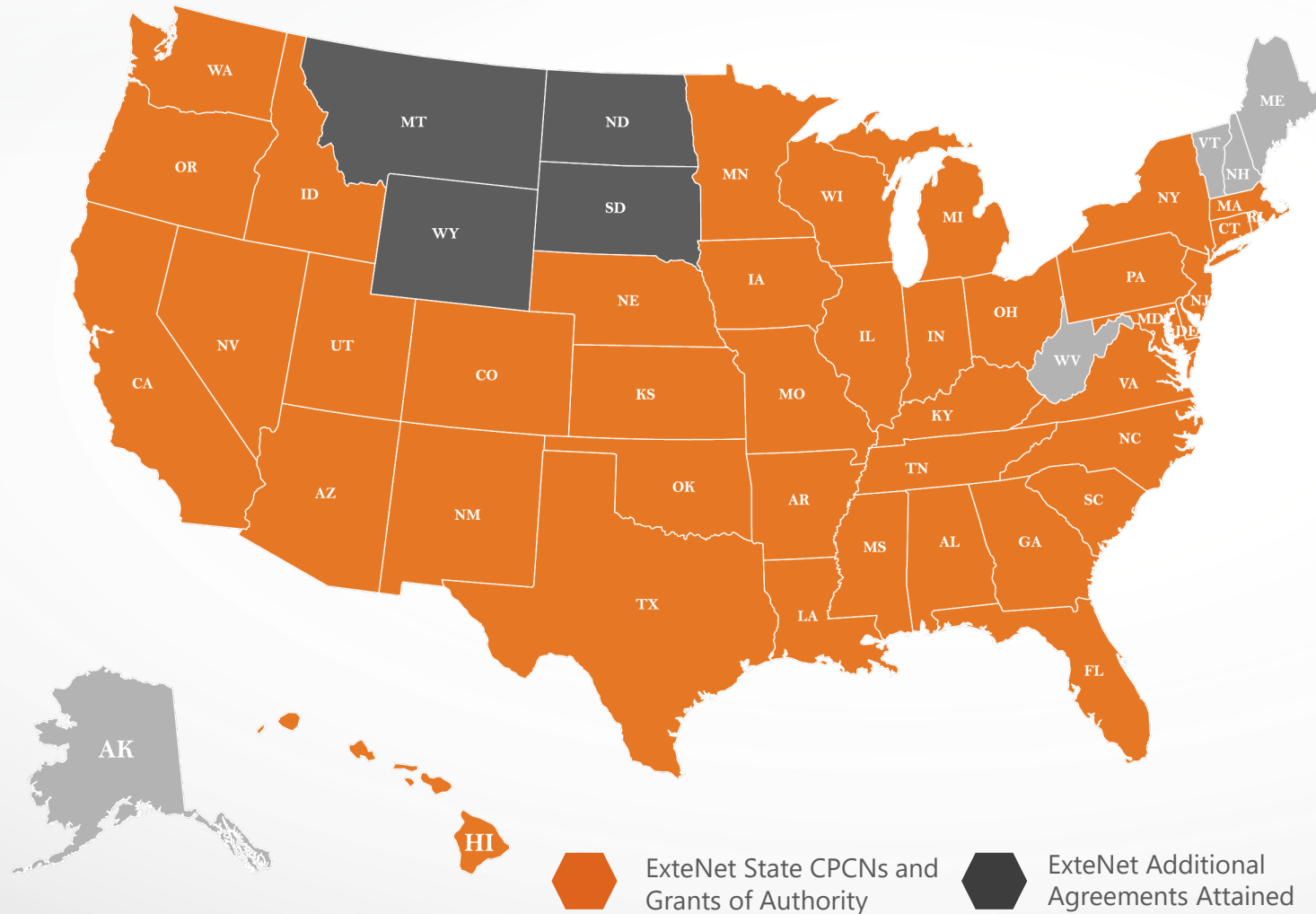
EXPERIENCED NETWORK
INFRASTRUCTURE INVESTORS |
FOCUSED ON LONG-TERM VALUE CREATION

Founded in 2002 and
Deployed **1st Network** in 2005

Largest Private Owner & Operator of
Distributed Networks (DNS) in the United States

Operate **600+** DNS networks
& **30K+** DNS Nodes today

We Have Rights to Deploy Distributed Networks in Vast Majority of the States



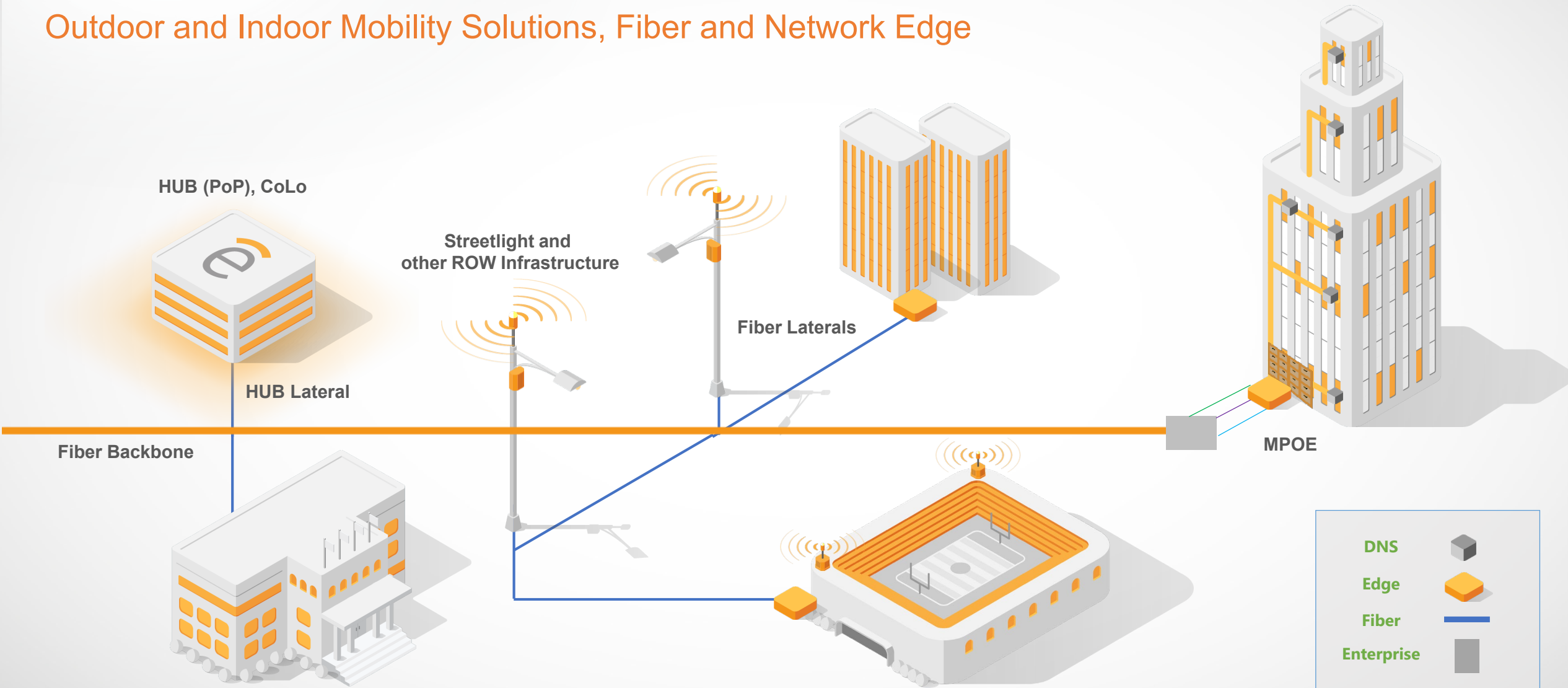
45
States

> 750 KLA's
Key License Agreements

Access to > 100M Poles

Our Shared Infrastructure Approach

Outdoor and Indoor Mobility Solutions, Fiber and Network Edge



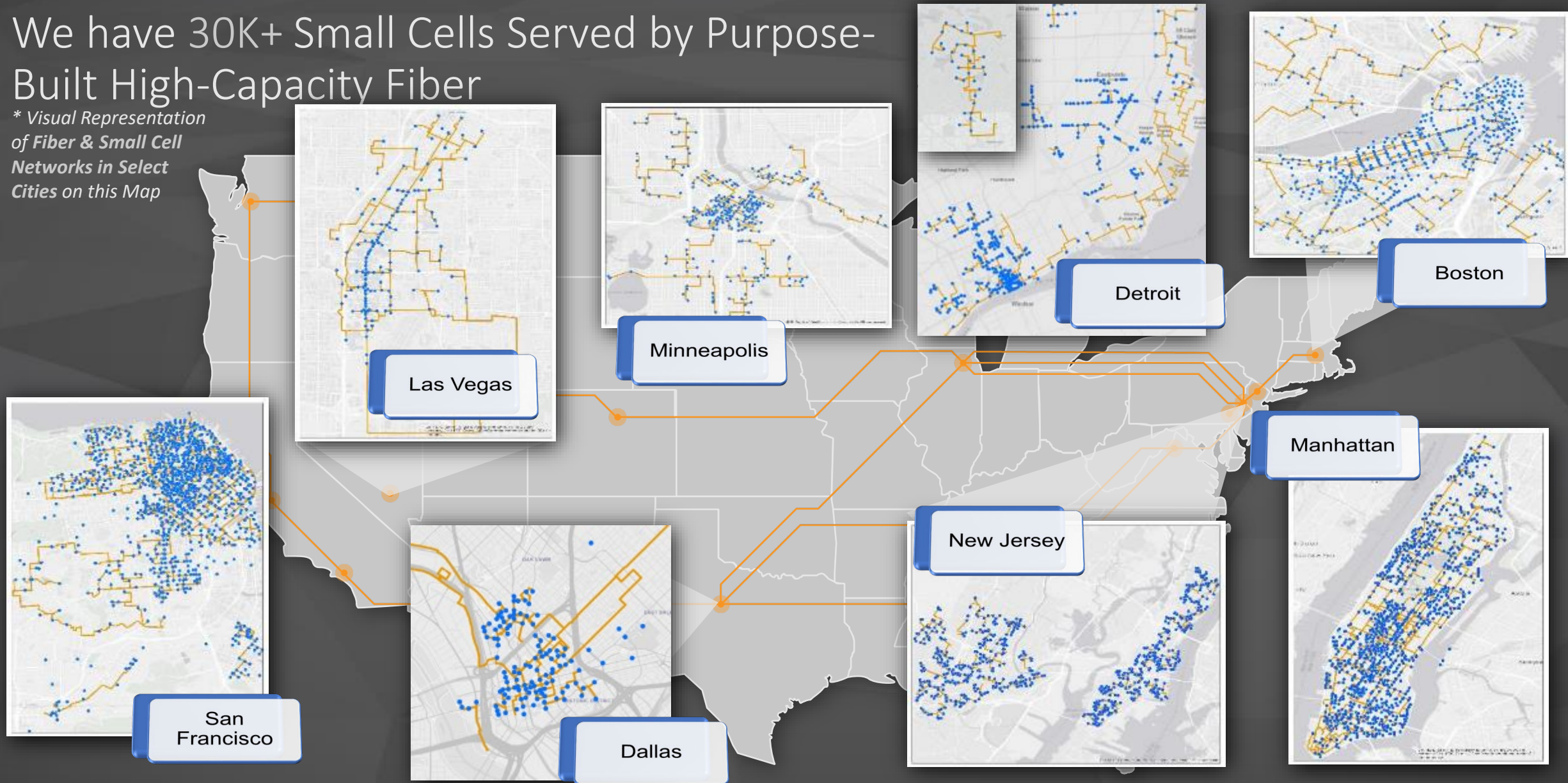
We Enable Advanced Connectivity in 300+ Indoor Venues

Includes Mobile and Fiber Connectivity in Several Prime Venues



We have 30K+ Small Cells Served by Purpose-Built High-Capacity Fiber

** Visual Representation
of Fiber & Small Cell
Networks in Select
Cities on this Map*



NEW YORK CONNECTED

SMALL CELLS & FIBER
(OUTDOOR & INDOOR)



LAS VEGAS CONNECTED WITH 5G & FIBER



BY
extenet
SYSTEMS

4G & 5G

NODES

3

MNOs

Purpose Built

FIBER

10+

PRIME VENUES

+ Fiber

● Node Site

● In-Building Network



We Ensure Carrier Grade Network Availability

In-House NOC

24 x 7 x 365

Constantly Monitoring,
Managing, and Providing
Customer Care

Network Elements

Monitor and Manage
50K+ Network Elements
across ExteNet's 600+
Networks

99.9X System Availability

That meets or exceeds
the most stringent
Wireless Service
Provider SLAs



What is 5G?



Enhanced Mobile broadband

- Multi-Gbps data rates
- Extreme capacity
- Uniformity
- Deep awareness

Mission-Critical Services

- Ultra-low latency
- High reliability
- High availability
- Strong security

Massive Internet of Things

- Low cost
- Ultra-low energy
- Deep coverage
- High density

Higher Data Rates

10x to 100x current 4G rates



Increased Agility

10x faster time to market



Mass Connectivity

100x number of connected devices



Higher Capacity

1,000x the capacity



Lower Latency

below 1 millisecond

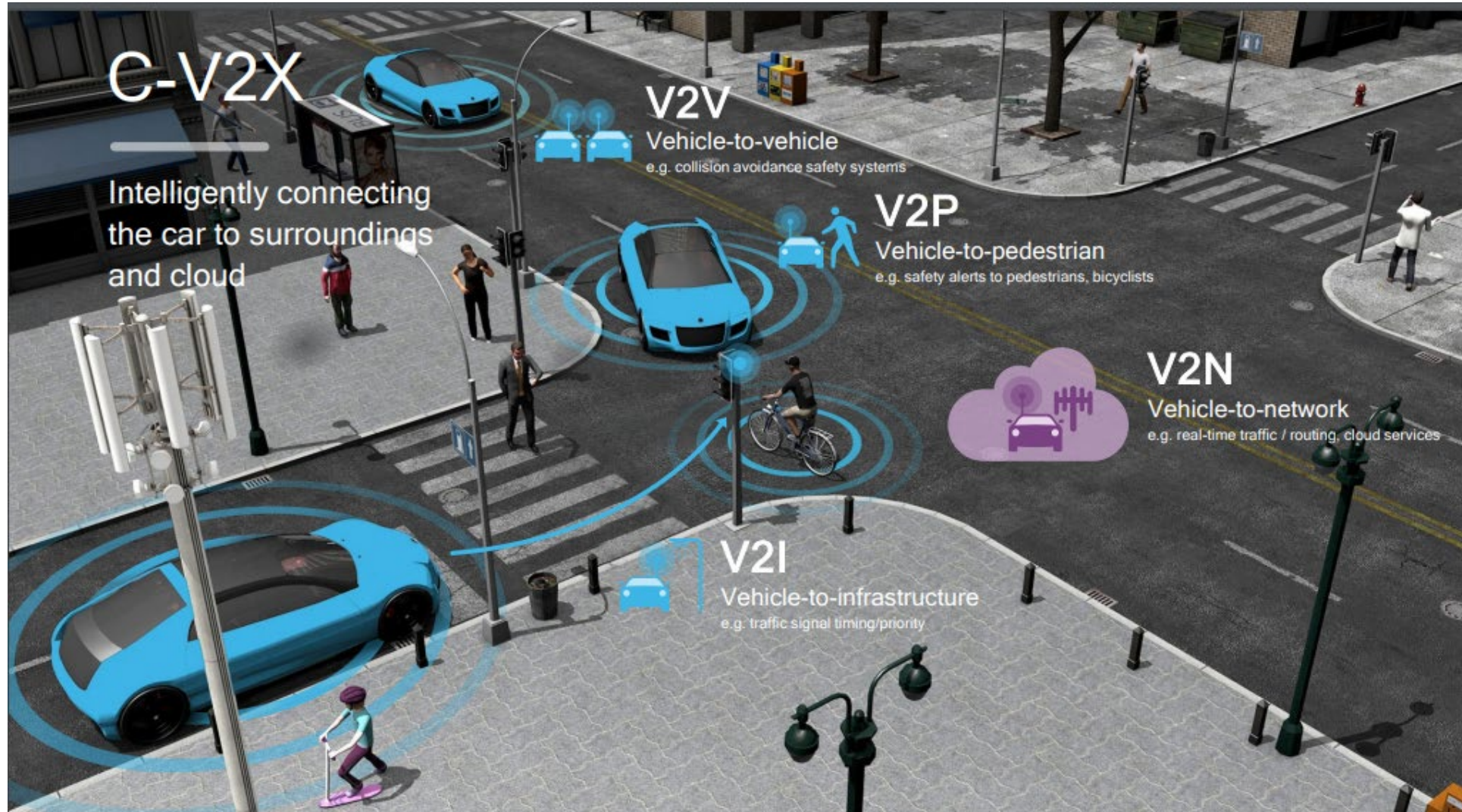


Energy Efficiency

10x network & device power savings



5G APPLICATIONS – OUTDOOR SMALL CELL NETWORK



WINTER PARK NODE POLE LOCATIONS AND POLE DESIGN PHOTOSIMS



EXISTING



PROPOSED



LOCATION

CONSULTANT WESTERN UTILITY / TELECOM, INC. 5032 SALEM DALLAS HWY SALEM, OR 97304 Ph: 503-587-0101 Fx: 503-316-1864 WesternUtilityTelecom.com <small>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF WESTERN UTILITY TELECOM, INC. AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF WESTERN UTILITY TELECOM, INC. ©2019</small>	
CLIENT	
PROJECT NUMBER 2019-10188E	
26'-11" TALL 12'- FLAT FLUT TAPERED ANTENNA / ACORN LIGHT POLE W/ TRASH CAN CONCEALMENT	
LOCATION WINTER PARK NODE 28 38.565915, -81.348804 WINTER PARK, FL ORANGE COUNTY	
ENGINEER SEAL	
DRAW BY BG	CHECK BY SG
DATE 13MAY19	
REV. DESCRIPTION	DATE
A. TRASH CAN SWAPPED	DATE
ISSUED FOR APPROVAL	
SHEET TITLE PHOTO SIMULATION	
DRAWING NUMBER 2019-10188E-PSIM (NODE 28)	
PAGE NUMBER PSIM-1	



EXISTING



PROPOSED



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<small>CLIENT</small>	
<small>PROJECT NUMBER</small> 2019-10188E	
<small>26'-11" TALL 12-FLAT FLUT TAPERED ANTENNA / ACORN LIGHT POLE W/ TRASH CAN CONCEALMENT</small> <small>LOCATION</small> WINTER PARK NODE 41 28.000428 - 81.383710 WINTER PARK, FL ORANGE COUNTY	
<small>ENGINEER SEAL</small>	
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<small>DATE</small> 13MAY19	
<small>REV. DESCRIPTION</small>	<small>DATE</small>
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EXISTING



PROPOSED



LOCATION

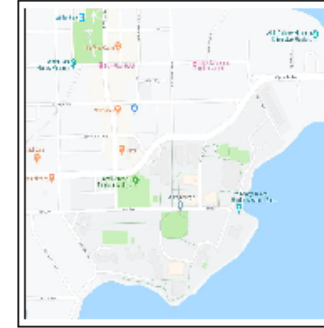
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CLIENT 																															
PROJECT NUMBER 2019-10188E																															
PROJECT 20'-11" TALL 12-FLAT FLUTE TAPERED ANTENNA / DBL PENDANT LIGHT POLE ON BASE CABINET																															
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LOCATION

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CLIENT extenet SYSTEMS	
PROJECT NUMBER 2019-10188E	
PROJECT DECORATIVE STREET LIGHT POLE	
LOCATION WINTER PARK 2 NODE 36 WINTER PARK, FL ORANGE COUNTY	
ENGINEER SEAL	
DRAWN BY BS	CHECKED BY DA
DATE 19SEP19	
REVISIONS REV. DESCRIPTION DATE DRAWN BY	DATE DRAWN BY
DESIGNED FOR APPROVAL	
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PAGE NUMBER PSIM-1	



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CLIENT				
PROJECT NUMBER				
2019-10188E				
26'-11" TALL 12- FLAT FLUTE TAPERED ANTENNA / ACORN LIGHT POLE W/ TRASH CAN CONCEALMENT				
LOCATION				
WINTER PARK NODE 41 28.000428 - 81.383710 WINTER PARK, FL ORANGE COUNTY				
ENGINEER SEAL				
DRAW BY:	CHK BY:	DATE:		
BG	SG	13MAY19		
REV#	DESCRIPTION	DATE	BY	CHK
A.	ANTENNA NOT SHIPPED OUT	11.05.19	BG	SG
B.	TRASH CAN ADDED	05.05.19	BG	SG
ISSUED FOR				
APPROVAL				
SHEET TITLE				
PHOTO SIMULATION				
DRAWING NUMBER				
2019-10188E-PSIM (NODE 41)				
PAGE NUMBER				
PSIM-1				

ExteNet Systems and Winter Park Pole Attachment Agreement

- Initial term of agreement is for 5 years, with four(4) renewals of 5-year periods.
- Annual rental rate per Small Cell wireless facility on Winter Park utility poles is \$1,200 with \$270 going to the City immediately and the remainder going into an escrow account until the FCC Order reaches its final legal destination.
- Requires application review process for new Small Cell locations that may be reviewed for safety, capacity, and aesthetic considerations in keeping with the city Small Cell code.
- Acceptable design standards for stealth/aesthetics for Small Cell site types outlined in Exhibit C of agreement.
- Agreement conforms with amended Florida Statute § 337.401 and the FCC Declaratory Ruling and Third Report, both of which provide legal framework for deployment of small wireless facilities in the ROW and attachment to municipal infrastructure.

Next Steps



- Additional feedback / actions from Winter Park city staff
- Schedule Workshop Meeting with City Council
- Place Pole Attachment Agreement on City Council agenda for vote/approval
- Proceed with administrative permitting for individual nodes per Small Cell section of City Code
- Proceed with node construction in early 2021
- Goal to complete construction within 6 months

The leading provider of
**Converged Communications
Infrastructure and Services**
in North America, creating long term value for our
customers



Thank You!

POLE ATTACHMENT AGREEMENT

Between

**City of Winter Park, acting as the Winter Park Electric Utility
Department**

and

ExteNet Systems, Inc.

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POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT ("Agreement") is made as of this ____ day of _____, 2020, by and between the City of Winter Park, a Florida municipal corporation, acting as the Winter Park Electric Utility Department, a Florida municipal electric utility ("Pole Owner" or "City") and ExteNet Systems, Inc., a Delaware corporation ("Licensee", which term shall include its wholly-owned subsidiaries).

In consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT.

1.1 Licensee desires to locate certain of its Equipment on electrical distribution poles and streetlight poles that are owned by Pole Owner either wholly or jointly with others within Pole Owner's electric service territory.

1.2 Pole Owner owns, either wholly or jointly with others, valuable streetlight poles and other and associated infrastructure that City acquired, constructed and maintains at considerable cost and expense. The parties agree that it would serve their mutual economic and other interests of Licensee, under the conditions set forth herein and to the extent it may lawfully do so, to attach its Equipment to certain of Pole Owner's Poles. Pole Owner will permit the placement of Licensee's Equipment to certain of such street light poles, provided (a) Pole Owner receives appropriate compensation as set forth in this Agreement; (b) such Equipment does not materially, as determined by Pole Owner in its reasonable discretion, interfere with Pole Owner's own service and operating requirements, including considerations of safety, reliability, functionality, and engineering; and (c) Licensee complies with all other provisions of this Agreement. The permission to use Pole Owner's Poles being granted by Pole Owner to Licensee hereunder shall be subject and subordinate in all respects to Pole Owner's service and operating requirements.

1.3 This Agreement is not intended, and shall not be construed, to authorize any action by Licensee that would adversely affect the quality or reliability of the service provided by Pole Owner. Nor shall it be construed so as to preclude Pole Owner from taking any action that Pole Owner considers reasonably necessary or appropriate to maintain the safety, reliability, functionality or quality of such service or to ensure the safety of its employees, its customers, or the public.

1.4 Through this Agreement, Pole Owner intends to grant Licensee and Licensee intends to receive a license to use particular Pole Owner Poles for Licensee's Equipment only in the manner and solely for the purposes set forth herein. No leasehold or easement rights and no interest in real estate or other interest in property is granted or intended to be granted by this Agreement. No use, however extended, of Pole Owner Poles under this Agreement shall create or vest in Licensee any ownership or property rights in Pole Owner Poles.

1.5 The laws of the State of Florida, all applicable federal statutes and regulations, the FCC Declaratory Ruling and Third Report and Order, other State and Federal challenges applicable to State and Federal laws and regulations and the Winter Park City Code (collectively the "Telecommunications Laws and "Regulations") , shall govern the construction of this Agreement, such that wherever possible this Agreement shall not be construed to conflict with the foregoing authorities, except that no Telecommunications Law or Regulation shall govern this agreement or limit either party to the extent that such Law or Regulation has been declared invalid by a court of competent jurisdiction.

2.0 DEFINITIONS.

2.1 “Antenna Attachment” means the antenna, coax, support masts, grounding or bonding wires, power supply, nuts, washers, through bolts, and other equipment related to such antenna, owned, controlled, and/or used by Licensee and/or its wireless carrier tenants or licensees to provide Licensee Service, that are attached to a Pole Owner pole pursuant to this Agreement.

2.2 “Attachment(s)” means an item of Licensee’s equipment that is owned, controlled, and/or used by Licensee and/or its wireless carrier tenants or licensees in providing wireless telecommunications service and that is placed on a Pole Owner Pole pursuant to this Agreement. “Attachment(s)” collectively includes “Antenna Attachments” and all other equipment placed or proposed to be placed upon a Pole Owner Pole, including but not limited to support mast and mounts, fiber optic cable and cable equipment, amplifiers, conduits, coaxial cable, receivers, battery units, equipment cabinets, through bolts, washers, nuts, power supply cabinets, power meters, grounding or bond wires, and all other equipment. Subject to the requirements in this Agreement, Licensee’s Attachments may be made on the Pole top only with the prior express written consent from the City in accordance with any applicable application process provided in this agreement, the city code, or otherwise.

2.3 “Cable” means a single cable or wire or fiber optic strand used by Licensee and/or its wireless carrier tenants or licensees to provide Licensee Service and any hardware or equipment thereto, owned, controlled, and/or used by Licensee and/or its wireless carrier tenants or licensees and attached to Pole Owner Poles pursuant to this Agreement. A Cable is “placed on” or “attached to” a Pole Owner Pole if any portion of it is physically located on the Pole Owner Pole; provided, however the Cable must be located inside the Pole or if allowed by the City the entire length of the Cable must be attached to the exterior of the Pole within a covering or conduit approved by the City. Licensee shall provide a detailed description of Licensee’s Cable in its Application.

2.4 “Cost(s)” means Pole Owner’s fully-allocated costs, including without limitation all direct costs for labor, time, services, material, contractors and related engineering and administrative expense, as determined by Pole Owner in accordance with its standard and applicable engineering, construction, accounting and billing practices and procedures.

2.5 “Customer Work Agreement” means the invoice for billing Costs associated with the Marked-Up Application for engineering and construction of the Pole Attachment Application

2.6 “Effective Date” means the date that this Agreement is fully executed by both parties hereto.

2.7 “Environmental Laws” means all federal and state statutes and local ordinances, and all regulations or ordinances of any applicable federal, state, city, county or local regulatory agency, relating to the protection of the environment and/or health and safety issues related to environmental pollution including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, all statutes, rules and regulations applicable to wetlands and all similar state and local laws now or hereinafter enacted or amended.

2.8 “FCC Declaratory Ruling and Third Report and Order” or “Order,” means that certain Declaratory Ruling and Third Report and Order adopted by the Federal Communications Commission September 26, 2018.

2.9 “Hazardous Materials” means any waste, pollutant, toxic substance or hazardous substance, contaminant or material regulated by any Environmental Laws including, without limitation, petroleum or petroleum-based substances or wastes, asbestos and polychlorinated biphenyls.

2.10 “Licensee Service” means the wireless telecommunications services provided or intended to be provided by Licensee using one or more Pole Owner Poles.

2.11 “Make Ready” is the replacements, changes and rearrangements, if any, to the facilities, equipment or plant of Pole Owner and the facilities of other users and all related engineering and administrative work necessary to accommodate the attachment of Licensee’s Equipment, or its proposed Modifications.

2.12 “Marked-Up Application” means the Application as reviewed and completed by Pole Owner to identify any Make Ready or installation work, and any special conditions governing placement, Modification or removal of any Equipment on or from Pole Owner Poles.

2.13 “Modification(s)”, or “Modify” means any change or alteration affecting the Attachment, including without limitation any change in the number, type, ownership or use of the Attachment, which causes the information provided by Licensee in the prior Application(s) to be incorrect or incomplete in any respect.

2.14 “Permit” means the document issued by Pole Owner when an Application is granted, providing permission to Licensee for the placement, Modification or removal on or from Pole Owner Poles of the specific Attachment identified in the Marked-Up Application. The form of Permit shall be prescribed by Pole Owner and incorporated into Pole Owner’s Standards and Specifications.

2.15 “Pole Attachment Application” (hereinafter “Application”) means the form documents, and information submitted by Licensee to obtain permission from Pole Owner for Attachments or for the placement, Modification or removal of any other of Licensee’s Equipment on or from Pole Owner Poles. The form of Application and information required shall be prescribed by Pole Owner and is incorporated into Pole Owner’s Standards and Specifications.

2.16 “Pole Owner Pole” or “Pole” means a streetlight pole, that Pole Owner owns solely or jointly with others.

2.17 “PUC” shall mean the FLORIDA PUBLIC UTILITIES COMMISSION OR EQUIVALENT.

2.18 “Standards and Specifications” means all standards, practices, procedures, rules, regulations, ordinances, and other requirements adopted or required by Pole Owner and applicable to the construction, installation, modification, repair, maintenance, use, operation, relocation or removal of any Attachment, as such requirements may be revised, modified, restated, supplemented or updated by Pole Owner from time to time and the National Electric Safety Code (NESC).”

3.0 TERM OF AGREEMENT.

3.1 This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of five (5) years following the Effective Date (the “Initial Term”), unless terminated sooner in accordance with this Agreement. The Agreement will automatically renew on the same terms and conditions set forth herein for four (4) successive five (5) year renewal periods (each such five-year period referred to as a “Renewal Term”), except that the Annual Fees for each Attachment will be adjusted annually in accordance with Section 11.1.2 below. The Agreement will be subject to termination by Licensee or Pole

Owner upon the giving of written notice to the other party sixty (60) days prior to the end of the Initial Term, or thereafter sixty (60) days prior to the termination of the anniversary date of the then current Renewal Term, unless the Agreement is otherwise terminated in accordance with this Agreement.

4.0 AUTHORITY FOR ATTACHMENTS AND MODIFICATIONS.

4.1 No Attachment shall be placed upon any Pole Owner Poles or Modified until (a) an Application has been submitted by Licensee, reviewed, marked-up and approved by Pole Owner, and accepted in marked-up form by Licensee, and a Permit has been issued by Pole Owner, all in accordance with Articles 5.0, 6.0, 7.0 and 8.0 of this Agreement, and (b) Licensee has obtained all necessary permits, licenses, consents, certifications and approvals from all governmental authorities and third parties in connection therewith, including, if required, a permit from the joint owner of any jointly owned Pole Owner Poles.

4.2 Pole Owner may accept or reject an Application for a specific Pole or Poles in its sole reasonable discretion based on capacity, safety, reliability, aesthetic considerations, in accordance with the equipment specifications incorporated in Exhibit C, generally applicable engineering purposes reasons, and/or based on other requirements under the City Code and applicable laws, and may condition any such approval upon a specific size, location and manner of installation of the Attachment. Only as an example and not in any way as a limitation, Pole Owner may withhold its consent to a particular Pole Owner Pole or to a particular size, location or manner of installation if Pole Owner determines that (i) Licensee's use of a proposed Pole Owner Pole is unsuitable or incompatible with Pole Owner's use or proposed use of the Pole Owner Pole or other property of Pole Owner, (ii) a site or Pole Owner Pole has insufficient capacity or is otherwise unsuitable based upon safety, reliability, aesthetic considerations, or generally applicable engineering standards, (iii) the Attachment(s) jeopardizes the structural integrity of the Pole Owner Pole, or (iv) the Permit would violate any covenants and restrictions applicable to the Pole Owner Pole, other Pole Owner facilities, or the property on which it is located. Without limiting matters to which Licensee is subject, Licensee is subject to Pole Owner's right to use such Pole Owner Pole for its energy business and lighting purposes.

4.3 Licensee agrees to comply with any and all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Attachments. Additionally, Licensee shall obtain and maintain, at its sole cost and expense, any and all easements, licenses, consents, franchises, certifications, permits or other authorizations required from any property owner or governmental entity in connection with the installation, use and operation of Licensee's Attachments on any Pole Owner Poles. Licensee shall be responsible for the cost of all such permits or approvals, whether such charges are imposed against Licensee or Pole Owner. Pole Owner may, at its sole discretion, request evidence that all such easements, licenses, consents, franchises, certifications, permits, approvals and authorizations have been obtained and are in full force and effect, and Licensee agrees to promptly provide the requested information.

4.4 Licensee shall not place any Attachment on Pole Owner Poles until all Permits have been issued, all necessary Make Ready work has been performed by Pole Owner or its agent, Licensee has paid all required fees and costs, and all other applicable requirements have been met.

4.5 Licensee shall install, maintain and remove all Attachments in accordance with Pole Owner's Standards and Specifications. Licensee shall be responsible for familiarizing itself with the Standards and Specifications. Pole Owner will provide Licensee with a current copy of its Standards and Specifications at the time of execution of this Agreement. Subsequently, upon Pole Owner's receipt from Licensee of an Application for the Placement, Modification or removal of any of Licensee's Attachments on or from Pole Owner Poles, Pole Owner will provide Licensee with a copy of its then-current Standards and Specifications. In the event the Standards and Specifications do not address all the issues and requirements necessary to address the safe, efficient, aesthetic, and legally compliant installation, placement, modification, relocation, replacement, removal, or other work related to an Attachment or such Standards and

Specifications then do not exist or are incomplete, the City and Licensee shall agree on what shall apply, failing which the City shall issue such Standards and Specifications within thirty (30) days of such impasse.

4.6 The permission given by Pole Owner to Licensee to use the Pole Owner Poles under this Agreement shall in no way limit Pole Owner's use of Pole Owner Poles for its own business operations, or the rights or privileges previously given by Pole Owner to any third parties, not party to this Agreement, to use any Pole Owner Poles, whether or not such Pole Owner Poles are at any time occupied by Licensee's Equipment.

4.7 In the event of any emergency or condition during installation that threatens persons or property, Pole Owner may, in its sole discretion, order Licensee to stop work and/or take other action as appropriate. Pole Owner will give such order and notice in such manner as is practicable under the circumstances.

4.8 As an alternative to use of Pole Owner Poles, Pole Owner may in its discretion request that Licensee use of any other structure owned by Pole Owner within or outside the public right-of-way for installation of Licensee's Attachments, subject to terms and pricing to be negotiated by the parties. Licensee shall consider any such request in good faith, but shall not be required to take any action inconsistent with the law.

4.9 All Attachments shall conform to the equipment specifications described in Exhibit C to this Agreement, unless otherwise agreed by the parties.

5.0 APPLICATION FOR ATTACHMENTS AND MODIFICATIONS.

5.1 Licensee shall submit a written request and all associated and supporting documentation and completion of Pole Owner required forms and materials required by Pole Owner ("Application") to Pole Owner for each Attachment and the attachment of any and all other proposed Equipment to Pole Owner Poles or for the Modification of any and all such Attachments and shall specify therein the kind of Attachment sought and the date proposed for such Attachment, a detailed description of the Attachments, the number of Attachments that are included, the proposed Modification, if any, to the Attachment, the proposed location of each Attachment to each Pole, and the location of the affected Pole Owner Poles. Each Application for an Attachment shall indicate the Global Positioning Satellite coordinates for the Pole to which Licensee wishes the Attachments attached.

Each Application shall be accompanied by Licensee's payment in the amount of \$500 for up to 5 Antenna Attachments in order to process the Application. Licensee shall pay an additional \$100 per each Antenna Attachment beyond the initial 5. For fiber-only attachment applications, Pole Owner shall charge the same non-discriminatory application fee it charges other wireline communication services applicants.

Each Application for an Attachment shall detail the technical specifics of Licensee's proposed Attachments, including but not limited to Licensee's engineering plans stamped by a professional Florida engineer and an analysis of the structural integrity of Pole Owner's Facilities in light of the Licensee's proposed Attachments thereon.

5.2 Licensee's submission of each Application to the City signifies Licensee's determination and representation to the City that the existing uses will not cause interference to Licensee's Attachments, provided such existing uses and Licensee's Attachments are properly and lawfully installed and operated. If Licensee's Attachments interfere with any lawful use existing prior to the execution of the Permit, or if Licensee's Attachments cause measurable interference, as defined by the FCC or as otherwise determined by Pole Owner, to Pole Owner or any entity jointly owning Poles with Pole Owner, or to other lawful users of Pole Owner's property or distribution system with respect to those uses existing prior to the execution of the Permit, Licensee, at Licensee's expense, agrees to take all steps necessary to immediately correct and eliminate the interference. Notwithstanding any other provisions in this Agreement, if Licensee fails to correct and eliminate such interference within twenty-four (24) hours of notice thereof, Pole Owner shall

have the option (but not the obligation) to require Licensee to cease all operations until such interference is corrected (failing which Pole Owner may correct or eliminate such interference at Licensee's expense) or eliminated and shall have the right (but not the obligation) to engage outside consultants, at Licensee's expense, to resolve interference issues. Following the installation of Licensee's Attachment(s), Licensee shall, at its own expense, if requested to do so by Pole Owner, prepare and conduct an evaluation of the potential for interference, whether upon Pole Owner's own behalf or as a result of concerns expressed to Pole Owner by a third party.

5.3 Licensee agrees that the uninterrupted operation of Pole Owner's Facilities and the provision of electricity to its customers and lighting of rights of way are of paramount importance hereunder and, therefore, any mitigation of interference that may be caused to Licensee's Attachment(s) by Pole Owner's Facilities, existing or future, shall be solely Licensee's responsibility and accomplished solely at the expense of Licensee. Licensee shall eliminate such interference by adjustment to its Attachment(s) or by termination of the applicable Permit. Under no circumstances shall Pole Owner be required to interrupt, suspend or alter its uses of the Pole Owner's Facilities in order to accommodate the Licensee or its rights granted hereunder.

5.4 Unless otherwise agreed by Pole Owner and Licensee, each Application submitted by Licensee to Pole Owner for Attachments to Pole Owner Poles or the Modification of such Attachment(s) shall not exceed, in total, Attachments to more than 200 Pole Owner Poles.

5.5 Licensee shall have the right to accompany Pole Owner, or a Pole Owner designated contractor, on all pre-construction walks scheduled by Pole Owner to determine the nature and extent of required Make Ready work related to the proposed Attachment to Pole Owner Poles as set forth in the Application. Pole Owner shall provide Licensee with notice of any such pre-construction inspection. With respect to Modifications, Licensee shall also have the right to accompany Pole Owner on any field verifications scheduled by Pole Owner to determine the feasibility of the proposed Modification set forth in the Application and whether any Make Ready work related to the proposed Modification is required. Pole Owner shall provide Licensee with notice of any such field verifications. Licensee shall pay all Costs incurred by Pole Owner in conducting such pre-construction walks or conducting such field verifications.

5.6 Pole Owner will indicate on the Marked-Up Application or on supplemental or associated documents the Make Ready work necessary to accommodate the proposed Attachment or the proposed Modifications and the Cost of such Make Ready work via Customer Work Agreement. Pole Owner will also specify on the Marked-Up Application or on supplemental or associated documents any special conditions that will govern the proposed Modifications or the placement of Licensee's Attachment(s) on Pole Owner Poles. The Marked-Up Application, or return of the Application due to incompleteness, or requested additional documentation or information will be provided to Licensee within thirty (30) days of submission.

5.7 If, after receiving the Customer Work Agreement and Marked-Up Application or Customer Work Agreement, Licensee still desires to have its Attachment(s) placed on Pole Owner Poles or to implement the proposed Modifications under the terms and conditions indicated on the Customer Work Agreement and Marked-Up Application, Licensee shall accept such terms and conditions by signing the Marked-Up Application and returning the same to Pole Owner within ten (10) business days after delivery by Pole Owner, together with payment in full of the Customer Work Agreement. Billing for applicable fees as set forth in Article 11.0 and Article 5.1 will be performed under a separate invoice and are in addition to the foregoing payments required in this Article 5.7.

5.8 Pole Owner will cause Make Ready work on Pole Owner's facilities, if any, identified in the Marked-Up Application to be scheduled and performed in accordance with this Article and Article 7. Pole Owner will provide Licensee with a preliminary schedule for the work under each Application (which may not request or identify attachments to more than 50 Poles) as soon as reasonably practical. As to each Application, once a preliminary schedule has been provided to Licensee, Pole Owner will use its best efforts to provide Licensee with such updated schedules as may change from time to time. In no event will the period starting from Licensee's submission of a correct and complete Application to the completion of the

Make-Ready exceed one hundred thirty (130) days, provided such period will be tolled during all periods for which the action lies with Licensee (e.g. payment of fees or acceptance of Marked-Up Application) and other delays by Licensee. Pole Owner will notify Licensee upon completion of such Make Ready work and issue a Permit authorizing the Attachment, Modification or removal of Licensee's Equipment pursuant to the Marked-Up Application upon Licensee's submission of all required documents and payment and subject to the terms and conditions set forth therein.

5.9 Pole Owner's approval of an Application submitted by Licensee shall only constitute approval of the Attachment(s) specifically described in such Application. Licensee shall not make any Modification or install or allow any other party to install any additional Attachment(s) upon any Pole Owner Pole without obtaining express written approval from Pole Owner. Licensee expressly acknowledges that Pole Owner Poles may not be suitable for collocation of more than one Antenna Attachment, and Licensee shall not house more than one Antenna Attachment on any Pole Owner Pole without express written approval by Pole Owner.

6.0 ATTACHMENT OF EQUIPMENT TO POLE OWNER POLES.

6.1 After completion of the Application process and issuance of the Permit and payment of all fees, Licensee may then attach its Attachment to the designated Pole Owner Poles or make any Modifications in accordance with (a) the terms and conditions of the Marked-Up Application, (b) Pole Owner's then-current Standards and Specifications, (c) the Permit requirements, and (d) all applicable laws, statutes, ordinances, rules and regulations imposed by any governmental entity with jurisdiction over the construction, operation, use, maintenance, repair, replacement or removal of the Equipment, Pole Owner Poles or other facilities thereon, including, but not limited to, the Occupational Safety and Health Administration Regulations ("OSHA"), as amended from time to time. Licensee will follow the procedures for a new Pole Owner energy delivery customer necessary to activate the Attachment(s) for use in their designated purpose. Licensee shall have the right to accompany Pole Owner on any post-construction inspections scheduled by Pole Owner to determine Licensee's compliance with the terms and conditions of this Agreement and the Marked-Up Application. Pole Owner shall provide Licensee with sufficient notice prior to any such post-construction inspection. Licensee shall pay when billed for all reasonable Costs incurred by Pole Owner in conducting any such post-construction inspections.

Licensee shall require a qualified electrical contractor reasonably acceptable to Pole Owner, shall undertake the installation of any and all Attachments and related Equipment on or connected to Pole Owner Poles in accordance with the plans and specifications as approved pursuant to the issuance of a Permit. Such installation shall be at Licensee's sole cost and expense.

6.2 All Attachments shall be clearly labeled at each pole location with Licensee's name and a telephone number where a representative of Licensee can be reached, twenty-four (24) hours a day, seven (7) days a week, to receive reports of problems with the Attachment(s). Licensee shall investigate all such reports in a timely manner and perform all necessary repair and maintenance to remedy such problems.

6.3 Placement of any of Licensee's Attachments at a new or different position than as approved in a Permit on any Pole Owner Pole shall, in each instance where such Attachment has not been specifically approved by a prior Permit, constitute a Modification requiring the submission of a new Application and issuance of a Permit.

7.0 COST AND SCHEDULING OF MAKE READY.

7.1 Licensee agrees to pay in advance the Cost of all Make Ready, as such Cost is identified in the Customer Work Agreement. Upon receipt of such payment and the Customer Work Agreement and Marked-Up Application as accepted by Licensee, Pole Owner will cause the Make Ready work to be performed in accordance with a schedule that avoids conflict or interference with Pole Owner's prior work

commitments and regular business operations. The Make Ready work will be performed as soon as is reasonably practical consistent with the preliminary schedule and any updated schedule(s) provided to Licensee in accordance with Article 5.8, above.

7.2 Licensee may request in writing that all or part of the Make Ready work be performed on a schedule different than that which otherwise would be implemented by Pole Owner pursuant to Articles 5.8 and 7.1. If Licensee makes such a request in writing, Pole Owner will meet with Licensee to determine if the requested schedule is feasible and will not interfere with Pole Owner's business operations and with its obligations to its own customers and to other licensees. If Pole Owner decides that it is feasible to undertake a different schedule for Make Ready work for Licensee than would otherwise result under Articles 5.8 and 7.1, based on Licensee's written request and Pole Owner's meeting with Licensee, Pole Owner and Licensee will negotiate a final schedule acceptable to both, which schedule will be confirmed in writing. Licensee agrees to pay Pole Owner all costs incurred in meeting the revised schedule for Make-Ready, including, but not limited to, those costs associated with overtime and with penalties which may be owed to the bargaining unit for work performed by contractors.

7.3 Licensee agrees to pay for engineering work performed by Pole Owner, which includes analysis, field survey or inspection of the proposed route of Licensee's Facilities. In addition, Licensee agrees to pay all Costs (to the extent not paid pursuant to Articles 7.1 or 7.2 above), when incurred and billed, for the preparation of engineering documentation or work orders and drawings, that may be necessary to accommodate Licensee's Attachment(s) and Pole Owner's schedule, whether occurring prior to the placement of any Attachment on Pole Owner Poles, or whether occurring subsequent to the placement of any Attachment on Pole Owner Poles in connection with the required post-construction inspections to determine whether Licensee's Attachment(s) has been attached properly and in accordance with the Application and all applicable Permits. Pole Owner shall provide Licensee with a written estimate for such additional work.

7.4 Licensee agrees to pay the costs incurred by Pole Owner to upgrade or replace Pole Owner Poles to which Licensee's Attachment(s) are attached if the upgrade or replacement is required due to or primarily by the addition or Modification of Licensee's Equipment, and to pay Licensee's proportionate share of the costs incurred by Pole Owner to upgrade or replace Pole Owner Poles if the upgrades or replacements directly benefit Licensee and other attachers, if any, to such Pole Owner Poles and are made to meet Pole Owner service needs, are made at the request of Licensee or an additional attaching party or are made as a result of governmental order or regulation.

7.5 In connection therewith, upon the commencement of construction of Lessee's Installation, Pole Owner shall, at Lessee's sole cost and expense, provide Lessee with electrical service. As consideration for the electrical service, Lessee shall pay to Pole Owner on a monthly basis the sum of [REDACTED] Dollars (\$0.00) for each Antenna Attachment installed on a Pole Owner Pole, or some other amount as agreed by the parties. Should construction of Lessee's Installation commence on a day other than the first day of the month, the electrical service charges shall be prorated. Pole Owner shall notify Lessee in writing of any increase in electrical rates and provide evidence of said increase. Upon notification by Pole Owner, Lessee shall adjust the monthly electrical service charges paid to Pole Owner accordingly.

8.0 MAINTENANCE AND REPAIR.

8.1 Pole Owner will maintain the Pole Owner Poles and repair or replace Pole Owner Poles as necessary to fulfill its own service requirements and as required by law. Pole Owner is not required to maintain any Pole Owner Poles for a period longer than is necessitated by its own service requirements. In the event that Pole Owner determines that it will no longer maintain a Pole Owner Pole upon which any Attachment is attached, Pole Owner will send Licensee sixty (60) days written notice that it will no longer maintain the Pole Owner Pole. In such event, Pole Owner must offer Licensee alternative space on another Pole Owner Pole for the Attachment, provided that such alternative space and Pole Owner Pole is available and functionally equivalent to the original Pole and the installation upon such new Pole would meet all requirements of this Agreement.

8.2 Licensee shall, at its sole cost and expense, maintain its Attachments in good and safe condition and repair in accord with Pole Owner's Standards and Specifications and in compliance with all applicable law, statutes, ordinances, rules and regulations, as referenced in Article 6.1 herein. Additionally, Licensee agrees to maintain its Attachments in such a manner so as not to endanger or interfere with the use of Pole Owner Poles by Pole Owner or others granted a right to attach to said Pole Owner Poles. Upon receipt of any notice from Pole Owner or any court or governmental entity that any Attachment of Licensee is interfering with or endangering any persons, equipment, property, use, or facilities of Pole Owner or any other party including the general public, Licensee agrees that it will, at its sole cost and expense, immediately take all necessary steps to remedy such danger or interference. In the event Licensee fails to remedy such danger or interference within twenty-four (24) hours after notice thereof from Pole Owner or any court or governmental entity, Pole Owner may take all actions it deems necessary or appropriate to remedy such matter, including without limitation the removal from Pole Owner Poles of any Attachment(s) causing such danger or interference. Pole Owner shall have no liability of any kind or nature whatsoever for any actions taken by Pole Owner to remedy such danger or interference and, unless such liability is caused by Pole Owner's gross negligence or willful misconduct, Licensee shall pay Pole Owner upon demand for all Costs of such activities.

A qualified electrical contractor reasonably acceptable to Pole Owner will, at Licensee's sole cost and expense, perform all maintenance, repair and removal work on any of Licensee's Attachment(s) located within or above the so-called "neutral" space on Pole Owner Poles.

8.3 Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition on Pole Owner with respect to any agreement or arrangement Pole Owner has heretofore entered into or may enter into in the future with respect to any Pole Owner Poles. In no event will Pole Owner be liable for any noise, induced voltages, currents or other interference affecting any of Licensee's Attachments, unless caused by Pole Owner's gross negligence or intentional misconduct. Except for the Make-Ready work expressly described in the Marked-Up Application, Licensee hereby acknowledges and agrees that Pole Owner has not agreed to undertake any alterations or improvements to make the Pole Owner Poles suitable for Licensee's intended use and that Licensee hereby accepts use of the Pole Owner Poles in their AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION BY POLE OWNER AS TO THE SUITABILITY OF THE POLES FOR LICENSEE'S PURPOSES.

9.0 REMOVAL, REPLACEMENT OR RELOCATION.

9.1 In the event Licensee wishes to remove any of its Attachments from any Pole Owner Poles, Licensee shall so notify Pole Owner in writing and submit an Application describing the location, number and type of Attachments to be removed. Pole Owner will review and complete the Marked-Up Application and identify thereon any special conditions governing Licensee's removal of the subject Attachments. Upon Licensee's acceptance and return of the Customer Work Agreement and Marked-Up Application, Pole Owner will issue a Permit authorizing such removal. No refund of any fees or charges previously paid to Pole Owner shall be made as a result of such removal. Licensee shall notify Pole Owner in writing within ten (10) days after the completion of such removal work, and no adjustment in future fees due and payable by Licensee hereunder pursuant to Article 11 shall be made until Pole Owner has received such notice of completion from Licensee and has had an opportunity to field verify the number of Pole Owner Poles from which Licensee's Attachments have been removed.

A qualified electrical contractor reasonably acceptable to Pole Owner shall undertake the removal of any and all Attachments or related Equipment on or connected to Pole Owner Poles located in, or above the so called "neutral space". Such removal shall be at Licensee's sole cost and expense.

9.2 In the event that notice is provided by a governmental body that Licensee's use of any Pole Owner Pole hereunder is in violation of any municipal, state or federal law, statute, ordinance, rule or regulation, over which said governmental entity has jurisdiction, or is not authorized by permit, license or other approval required from any governmental body, or in the event notice is provided by a property owner

or joint owner of the Pole of such violation or unauthorized use, Pole Owner may elect, in its sole discretion by written notice to Licensee, to revoke any Permit given under this Agreement authorizing Licensee's use of said Pole Owner Pole, such revocation to be effective upon the sixtieth (60th) day following the date of such notice. In the event Pole Owner elects to revoke such Permit, Licensee shall remove the subject Attachment, at Licensee's sole cost and expense, within sixty (60) days from the date of Pole Owner's revocation notice. If, however, the governmental entity, property owner or joint owner of the Pole providing notice of such violation or unauthorized use requires removal within less than the sixty (60) day time frame, then Licensee shall perform such removal within the time frame set or required by said entity. In the event Licensee fails to perform any such removal, Pole Owner may, in its sole discretion, and at the sole cost and expense of Licensee, perform such removal without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries. However, upon written request from the Licensee, Pole Owner shall permit the Licensee to continue to maintain its Attachment on such Pole or Poles until the Licensee exhausts its legal remedies with respect to the governmental determination, or the claim of the property owner or joint owner of the Pole, provided the Licensee: (i) promptly and diligently prosecutes such legal remedies or defends against the actions of the governmental or private agency, the property owner, or the joint owner of the Pole and seeks such stays, injunctions and protective orders as may be warranted; (ii) provides adequate protection, in the judgment of Pole Owner, to protect Pole Owner, other owners and other Licensees from loss due to the determination; and (iii) promptly removes its Attachment in the event the Licensee's action or defense is dismissed, decided or compromised unfavorably to Licensee, the stay or injunction is denied, or the protection of the stay or injunction becomes inadequate.

9.3 In the event of any emergency that threatens persons or property, Pole Owner may, in its sole discretion, without prior notice, remove any of Licensee's Attachments. Such removal shall be at Licensee's sole cost and expense, unless the removal was the result of gross negligence or willful misconduct by Pole Owner. Pole Owner will give notice subsequent to Pole Owner's removal of Attachment(s) as soon as practicable under the circumstances.

9.4 In non-emergency situations, if Pole Owner determines that its electric service or operating requirements, or considerations of safety, reliability, and engineering, require the removal, relocation, or replacement of any of Licensee's Attachments, Licensee shall, at its sole cost and expense, effect such removal, relocation, or replacement within sixty (60) days after receipt of such written notice from Pole Owner. If Licensee fails to perform such removal, relocation, or replacement within sixty (60) days after receipt of such written notice from Pole Owner, Licensee shall pay for any expenses Pole Owner incurs as a result of a return trip made necessary by Licensee's failure to perform the required removal, relocation, or replacement within the sixty (60) day period. Also, if Licensee fails to perform such removal, relocation or replacement within said sixty (60) day period, Pole Owner may, in its reasonable discretion, and at the sole cost and expense of Licensee, perform such removal, relocation or replacement without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries, unless caused by Pole Owner's gross negligence or willful misconduct. Licensee also may request that it transfer any of its Attachments to any available substitute Pole Owner Pole, at Licensee's sole cost and expense, which request may be approved or denied by Pole Owner in its reasonable discretion.

9.5 As provided in Article 14.4, Licensee shall completely remove its Attachments from Pole Owner's Poles no more than sixty (60) days after the termination of the Agreement, unless the parties have executed a new agreement covering the Pole Owner Poles hereto. As also provided in Article 14.4, if Licensee fails to remove its Attachments within the required time, Pole Owner may remove Licensee's Attachments, at Licensee's expense, from Pole Owner's Poles and without any liability to Pole Owner unless such liability is caused by Pole Owner's gross negligence or willful misconduct.

9.6 In the event that any of Licensee's Attachments are removed from a Pole Owner Pole by either Licensee or Pole Owner, Licensee shall be solely responsible for all costs of restoring such Pole Owner Pole to a condition at least equivalent to its condition prior to installation of the Attachment(s). Pole Owner, at its option, after Licensee's Attachments are removed, may require Licensee to replace a stealth streetlight pole with a regular streetlight pole that fits the existing streetscape, or it may keep existing stealth streetlight pole for other future users.

10.0 POLE OWNER FACILITIES.

10.1 Licensee covenants and agrees that Licensee and Licensee's agents, contractors, employees, invitees, customers and others will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of Pole Owner's facilities other than the Pole Owner Pole, without the express written consent of Pole Owner, which consent Pole Owner may withhold in its sole and absolute discretion. Licensee covenants and agrees that Pole Owner shall not be held responsible for, and Pole Owner is hereby expressly relieved from all liability by reason of injury (including death) or damage of any nature whatsoever to Licensee, or to its agents, contractors, employees, invitees, customers and others who are on the Pole Owner Poles under, through or by the authority of Licensee, or to property in, upon or about the Pole Owner Poles, except if such liability results from the willful misconduct of Pole Owner. In the event of a casualty or loss which results in the damage or destruction of Pole Owner's facilities to which Licensee's Attachments are attached or located, Pole Owner shall have no obligation hereunder to rebuild or restore the Pole Owner's facilities; provided that in the event the Pole Owner elects not to rebuild or restore Pole Owner's facilities, the Permit in question shall immediately terminate. In such event, Pole Owner will work in good faith to allow Licensee to place Attachments on a reasonable alternative Pole if available.

10.2 Pole Owner reserves the right to make periodic inspections of any and all Attachments of Licensee located on Pole Owner Poles, or any portion thereof, as often as conditions warrant as determined by Pole Owner in its sole discretion. If Pole Owner determines that corrections or changes need to be made in order to meet the National Electric Safety Code or Pole Owner's service or operating requirements, including, but not limited to considerations of economics, safety, and/or aesthetics, Licensee agrees that it will cause such corrections or changes to be made at its own expense, in a timely manner.

11.0 COMPENSATION

11.1 Licensee agrees to pay Pole Owner all fees and charges set forth in this Article within thirty (30) days from the date of receipt of invoices from Pole Owner.

11.1.1 The base annual fee for each Attachment shall be Two Hundred Seventy and 00/100 Dollars (\$270.00) per year for for each Antenna Attachment for which Licensee has been issued a permit to attach to or place on any Pole Owner Pole. Pole Owner may at any time increase the annual fee for Antenna Attachments provided that such increased fee is non-discriminatory and is based upon a reasonable approximation of costs incurred by Pole Owner, as determined by Pole Owner, related to its administration, inspection, and other matters related to Attachments under this Agreement. Pole Owner shall provide a cost study to Licensee to support the annual fee increase, unless the increase is 3% or less.

Above annual fees shall be paid in the year that Pole Owner grants a permit for the placement of such Antenna Attachment and annually thereafter when billed by Pole Owner.

11.1.2 Market Value. As of the Effective Date, Pole Owner asserts that the fee caps provided under the FCC's Declaratory Ruling and Third Report and Order (the "Order") and other relevant federal laws and regulations do not apply to Pole Owner as a result of the statutory exception for utilities owned by government entities under Section 47 U.S.C. 224. Therefore, Pole Owner asserts that it is legally authorized to charge fees for use of its poles and rights-of-way based on market value, as opposed to the FCC's position in the Order that a government entity may only charge cost-based fees. The parties acknowledge that this matter and others are currently at issue in litigation challenging the Order in the United States Court of Appeals for the Ninth Circuit (the "Order Litigation"). The parties have determined that an annual fee of \$1,200.00, plus annual increases of 3% beyond the first year of the initial term of this Agreement, represent a reasonable market-based fee as of the Effective Date for each attachment to Pole Owner Poles (the "Market Value Amount"). During the pendency of the Order Litigation, Licensee agrees to place the difference between the annual fee provided for in Article 11.1.1 and the Market Value Amount for each Attachment into an escrow account with an entity mutually agreeable to the parties each time the annual fee is due. If at the conclusion of the Order Litigation, including any appeals, it has been determined that city

may charge fees for pole attachments and/or use of the public rights-of-way based on market value or other factors such that the city is legally authorized to charge the "Market Value Amount," or if the FCC Order or any portion thereof prohibiting the charging of such amount is overturned, , then the escrow agent shall pay the escrowed amounts to Pole Owner and the annual fee for pole attachments shall be increased to the Market Value Amount, which Licensee shall pay. Otherwise, the annual fee shall remain as provided for in Article 11.1.1 and Pole Owner shall not be entitled to the escrowed amounts. In the event that Pole Owner becomes entitled to the escrowed amounts under this subparagraph, Licensee shall promptly take any and all actions needed for Pole Owner to receive the funds, including but not limited to submitting authorization to the escrow agent.

11.2 Charge for Unauthorized Attachment. The attachment of any Attachment to Pole Owner's Poles or the Modification of any such Attachment without the approval of Pole Owner pursuant to the terms of this Agreement shall be considered an unauthorized Attachment. Licensee shall pay Pole Owner for each unauthorized Attachment an amount equal to twice the annual fee that would have been charged for each item of such unauthorized Attachment under this Agreement for the year when the unauthorized Facility is discovered, multiplied by the number of years that has passed since the commencement of this agreement (including the 3% annual increase). Such charge shall be paid by Licensee without prejudice to any of Pole Owner's other rights under this Agreement, including Pole Owner's right to remove such unauthorized Attachment under the circumstances described elsewhere in this Agreement.

11.3 Interest. Licensee agrees to pay interest at the rate of 1.5 percent (1.5%) per month or the highest rate allowed by law, whichever is less, on all monies to be paid under this Agreement from the date such monies are due up to the date paid.

11.4 Taxes. Licensee will be solely responsible for any real estate taxes or assessments levied on any of its Attachments.

12.0 LIABILITY AND INDEMNIFICATION

12.1 Notwithstanding any permission granted by Pole Owner pursuant to any Application, Marked-Up Application or Permit issued hereunder, Pole Owner retains the right to maintain, replace, relocate ,remove, operate and modify Pole Owner Poles and to maintain, replace, relocate, remove, operate and modify its facilities in such manner as it deems necessary or appropriate to fulfill its own service requirements. Accordingly, Pole Owner shall not be liable to Licensee, any customer of Licensee, any affiliate of Licensee, or any other person or entity, for any interruption of service or for any interference with the operation of an Attachment arising in any way out of Pole Owner's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with Pole Owner's own business needs and requirements, unless such liability is caused by the gross negligence or willful misconduct of Pole Owner in its performance of such activities. Without limiting the generality of the foregoing, Pole Owner will not be liable for any noise, induced voltages, currents or other interference in Licensee's Attachments, unless caused by Pole Owner's gross negligence or willful misconduct.

12.2 Licensee agrees to defend and hold harmless Pole Owner, its elected and appointed officials, directors, officers, employees, agents, contractors, subcontractors, successors and assigns (the "Indemnitees") from and against any and all claims arising under Section 12.1 above and any and all third party claims, demands, actions, causes of action, liabilities, judgments, obligations, costs or expenses for any damage to property, or for injury to or death of any person or persons, or any other costs or expenses, including without limitation reasonable attorneys fees and costs (including at the trial and appellate levels), related to, arising out of or connected with the placement, use, operation, repair, Modification or removal of any of Licensee's Attachments pursuant to this Agreement; provided, however, that Licensee shall have no obligation hereunder to indemnify any Indemnitees from the Indemnitees' own negligence or willful misconduct. The foregoing indemnification shall include, but not be limited to, claims made under any worker's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors, and subcontractors).

Licensee shall immediately notify Pole Owner of any such claims, demands, damages, injuries or deaths, and shall provide a written report, or other pertinent material or information, if requested.

12.3 Licensee agrees to be liable for and promptly reimburse Pole Owner (except to the extent of Pole Owner's own negligence or intentional misconduct), any joint pole owner or any authorized Pole Owner Pole user for expenses incurred in repairing or replacing Pole Owner Poles or any facilities damaged or destroyed, if such damage or destruction is caused by or results from, in whole or in part, Licensee's actions or inactions.

12.4 At all times, Licensee shall conduct its operations and otherwise use or occupy Pole Owner Poles hereunder in compliance with all applicable Environmental Laws and shall not cause any Hazardous Materials to be introduced to or handled on or about Pole Owner Poles hereunder. Licensee hereby indemnifies and shall defend and hold harmless Pole Owner and all other Indemnitees from and against any suits, damages, injuries, costs and expenses of any kind including, without limitation, court costs, reasonable attorney and consultant fees (including at the trial and appellate levels), remediation costs, fines and penalties, whether asserted under Environmental Laws or at common law, arising out of or related to (a) any breach by Licensee of the environmental covenants set forth above; (b) any violation hereunder by Licensee, its employees, agents, or contractors of any Environmental Laws; or (c) the presence, release or threatened release of any Hazardous Materials at, on or about Pole Owner Poles hereunder caused by Licensee, its agents, employees, contractors, or any entity in privity with or providing a benefit to Licensee; provided, however, that Licensee shall have no obligation to so indemnify any Indemnatee from such Indemnatee's own negligence or willful misconduct. The foregoing covenants and indemnification obligations shall survive any termination of this Agreement.

12.5 Neither party shall have any liability to the other under this Agreement or otherwise for special, punitive or consequential damages, including without limitation, damages for lost profits, business or service interruption.

12.6 Licensee's duties and obligations to indemnify and hold harmless Pole Owner and the other Indemnitees under this Article shall survive any termination and expiration of this Agreement.

13.0 INSURANCE AND BOND.

Insurance and bond requirements are outlined in Exhibit B of this document

14.0 DEFAULT, TERMINATION AND OTHER REMEDIES.

14.1 Breach of Representations or Warranties. Either party may terminate this Agreement upon the discovery of a breach by the other party of one or more of the representations or warranties set forth in Article 16 of this Agreement.

14.2 Other Breaches. Each Party agrees that the other Party may terminate this Agreement or an affected Permit upon the discovery of one or more of the breaches of this Agreement identified in this Article 14.2 subject to applicable cure periods.

14.2.1 Bankruptcy or Insolvency. Each Party shall be in breach of this Agreement if it fails to make a payment or is at risk of failing to make a payment because it (a) makes any general assignment for the benefit of creditors; (b) initiates or is the subject of a request to initiate a bankruptcy or insolvency proceeding under any provision of law, including the United States Bankruptcy Code; or (c) files or is the subject of a filing for the appointment of a receiver.

14.2.2 Failure Materially To Comply. Each Party shall be in breach of this Agreement if it fails materially to comply with any of the provisions of this Agreement to be performed or observed by such Party,

and such breach continues without cure (a) for thirty (30) days after written notice from the non-breaching Party; or (b) if such default cannot reasonably be cured within thirty (30) days, then for such longer period so long as the breaching Party proceeds with diligence to cure within ninety (90) days after written notice.

14.2.3 Loss of Operating Authority. Either Party shall be in breach of this Agreement if at any time it loses its operating authority, whether as a result of action by any appropriate governmental entity, applicable law, or otherwise.

14.3 Rights And Remedies For Breach. In the event either Party shall be in breach of this Agreement and such breach continues beyond any applicable cure period provided herein, the non-breaching Party may terminate this Agreement. In the event Licensee shall be in breach of this Agreement and such breach continues beyond any applicable cure period provided herein, the Pole Owner may exercise any one or more of the following rights and remedies: (a) terminate this entire Agreement or terminate any Permit or Permits given pursuant to this Agreement; (b) take any and all corrective action it deems necessary or appropriate to cure such default and charge the cost thereof to Licensee, together with interest thereon at 1.5 percent (1.5%) per month, or the highest rate allowed by law, whichever is less.

14.4 Upon termination of any Permit, Licensee shall have sixty (60) days to remove its Attachments from the affected Pole Owner Poles, and upon termination of the entire Agreement, Licensee shall have sixty (60) days to remove its Attachments from Pole Owner's Poles. Pole Owner shall have the right, upon notice to Licensee, to remove all of Licensee's Facilities and Power Supplies from the Pole Owner Poles to which the Permit applies or from all of Pole Owner's Poles where the entire Agreement has been terminated if Licensee fails to remove its Equipment within the specified and applicable time. Licensee shall pay Pole Owner for all Costs of such removal within ten (10) days after billing. Pole Owner shall deliver the Attachments to a location given by Licensee or designated by Pole Owner if location given by Licensee is determined by Pole Owner to be unreasonable, all without incurring any liability for the condition of the Attachments, or for any other loss, damage or casualty, of any kind or nature whatsoever, incurred or alleged to have been incurred by Licensee arising out of or resulting from the removal of the Attachments.

14.5 Duties and Obligations Remain. In the event that Licensee is in default or in breach under this Agreement and Pole Owner elects to terminate Permits granted under this Agreement or the Agreement itself, in whole or in part, or upon any other cause of termination of this Agreement, Licensee shall not be relieved of any of its duties or obligations under this Agreement, so long as any Attachment remains on any Pole Owner Pole.

15.0 ASSIGNMENT.

15.1 Licensee may not assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of Pole Owner, which consent is in Pole Owner's sole discretion except that Pole Owner's consent will not be unreasonably withheld where Licensee intends to assign its rights, privileges and obligations to an entity that would succeed to all or substantially all of Licensee's assets, whether by merger, sale, or otherwise, where Licensee establishes that the proposed assignee has the personnel, expertise and procedures to competently satisfy Licensee's obligations under this Agreement, and either (a) demonstrates to Pole Owner that (i) the successor entity has a credit rating with any two of Standard & Poor's, Moody Financial Services or Fitch IBCA which is equal to or superior than the credit rating with such services that Licensee has at the time of such proposed assignment; or (ii) if the successor entity is not rated by any two of the foregoing credit rating services, then Licensee shall demonstrate to Pole Owner, in the commercially reasonable exercise of Pole Owner's judgment, that the successor entity has creditworthiness comparable to the creditworthiness of Licensee. Licensee agrees that Pole Owner may, as a condition precedent to granting consent for an assignment or transfer, require renegotiation of the fees set forth in Article 11 of this Agreement or of the Insurance and Bond requirements set forth in Article 13 of this Agreement. Licensee shall give Pole Owner not less than sixty (60) days' prior written notice of any proposed assignment or transfer.

15.2 The obligations of Licensee under this Agreement shall extend to and be binding upon any successors or assigns of Licensee. All right, title and interest of Pole Owner hereunder shall be binding upon and for the benefit of Pole Owner's successors and assigns.

15.3 Nothing herein shall be deemed to restrict or limit Pole Owner's right to assign all or any portion of its right, title or interest in this Agreement.

15.4 Pole Owner and Licensee acknowledge that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Licensee's Attachment(s) (the "Collateral") with third party financing entities. In connection therewith, Pole Owner (i) consents to the installation of the Collateral consistent with the other terms of this Agreement and provided the requirements for installation under this Agreement are met; and (ii) disclaims any interest in the Collateral, as fixtures or otherwise. Pole Owner and Licensee agree that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed or modified at any time consistent with the other terms of this Agreement without Licensee's recourse to legal proceedings. No financing arrangement, instrument, or agreement between Licensee and a third party shall alter or depart from any of the terms of this Agreement, and this Agreement shall control in the event of any conflict. The Collateral shall not include any property owned by Pole Owner, including but not limited to Pole Owner Poles.

15.5 Sub-licensing. Without the Pole Owner's prior written consent, in Pole Owner's sole discretion, Licensee shall not sub-license or lease to any third party any of Licensee's Attachments or Licensee's interest under this Agreement. Any such action shall constitute a material breach of this Agreement. Notwithstanding the foregoing, the installation of Attachments for and use of internal space within Licensee's Attachments by third party wireless providers utilizing Licensee's Services is not subject to this Section 15.

16.0 REPRESENTATIONS AND WARRANTIES.

16.1 Power and Authority. Licensee represents and warrants that it is a corporation duly organized, validly existing and in good standing in its state of organization, and each party represents and warrants that (a) it is qualified to do business (if a foreign corporation) under the laws of the State of Florida, and (b) it has full power and authority to enter into this Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms.

16.2 Enforceability. Each party represents and warrants that this Agreement constitutes a valid and binding obligation of such party and is enforceable against such party in accordance with its terms and conditions. Each party further represents and warrants that it has independently reviewed this Agreement, including the charges set forth in Article 11, and concluded that this Agreement is just, reasonable, equitable, and compliant with the law.

17.0 FORCE MAJEURE.

17.1 Neither party shall be liable for any delay in performance or inability to perform any non-monetary obligations hereunder if such delay or inability is due to acts or omissions which are not voluntary by such party and beyond such party's reasonable control, including, but not limited to, acts or omissions of any governmental body, civil disturbance, acts of terrorism, war, fires, acts of nature, labor disputes, shortages of materials and equipment, or the acts or omissions of the other party.

18.0 MISCELLANEOUS.

18.1 Confidential Information. Only matters in, or provided pursuant to this Agreement that the law makes confidential or exempt from public records or disclosure shall be confidential or exempt.

18.2 Merger. All understandings, agreements, negotiations, and representations, oral and/or written, heretofore made by and between the parties hereto are superseded by this Agreement. This Agreement, and the exhibits attached hereto, alone fully and completely expresses the agreement between Pole Owner and Licensee with respect to the subject matter hereof.

18.4 Waiver of Terms or Conditions. The failure of Pole Owner or Licensee to enforce or insist on compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any right to seek enforcement of such terms or conditions. The acceptance of payment by Pole Owner of any of the fees or charges set forth in this Agreement shall not constitute a waiver of any breach, default or violation of the terms or conditions of this Agreement. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

18.5 Change of Law and Severability.

(a) If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstances otherwise shall be held to be invalid or unenforceable under applicable law by any court or governmental body having jurisdiction, such invalidity or unenforceability shall not affect, impair or render invalid or unenforceable any other provision of this Agreement, nor shall it affect the application of such clause, phrase, provision or portion hereof to any other person or circumstances. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on current State and Federal law and any applicable rules and regulations promulgated thereunder by the Federal Communications Commission, the PUC, and/or any other agency with relevant jurisdiction, as of the Effective Date. In the event of any legislative amendment, or any legally binding legislative, regulatory, or judicial order, rule or regulation or other legal action that revises, amends, invalidates, or reverses any applicable law or regulation (collectively an "Amendment"), either Party may by providing written notice to the other Party requiring that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment. In the event that such new terms are not negotiated within ninety (90) days after such notice, either party may terminate this Agreement upon written notice to the other party, and Licensee shall remove all of its Attachments from Pole Owner's Poles and restore such Poles to a condition equal to or exceeding their condition before installation of such Attachments.

(b) The FCC issued its Declaratory Ruling and Third Report and Order (the "Order"), FCC 18-133, and it became effective on January 14, 2019. Both parties recognize the Order is currently enacted, but is on appeal in the United States Court of Appeals for the 9th Circuit. If, in a final adjudication not subject to further appeal or review, it is determined that a local government may impose market-based or other charges prohibited by the Order with respect to application fees and/or right of way occupancy for the installation of small wireless facilities, or if the FCC Order or relevant provisions governing such fee limitations are overturned, then the parties agree to adjust the relevant fees and rates to reflect the maximum amount allowable under the law.

18.6 Notice. Unless otherwise directed, all notices required to be given by either party to the other party under this Agreement shall be in writing and shall be deemed sufficient if given in any of the following ways: (a) delivery by a messenger service or private delivery service providing same or next day delivery, (b) sent by United States Certified Mail, return receipt requested, postage prepaid, and by United States First Class Mail, or (c) by facsimile copy and followed within 24 hours by an original copy deposited in the United States Mail, first class, postage prepaid, to the parties at the addresses set forth herein below. With respect to notification of completion of Make-Ready work (Article 5.6), notice of interference or endangerment (Article 9.2), notice of emergency action (Article 9.3), or such other notice requirements as Pole Owner and Licensee may agree from time to time to treat as follows, notice may first be made by telephone call or e-mail to the person or persons specified below, to be followed within a reasonable time by

a confirmation notice in writing as directed above. The parties and the addresses set forth herein below may be changed by any party by giving notice to the other party in accordance with this Section 18.6 to the last person and address specified herein below:

If to Pole Owner,

With copies to City Attorney and Director of Electric Utility
At the same address

If to Licensee,

ExteNet Systems, Inc.
3030 Warrenville Rd
Suite 340
Lisle, IL 60532
ATTN: CFO
(ph) 630-505-3800

With copies to “General Counsel” and “COO” at the same address.

All invoicing to Licensee may be made to the address above “ATTN: Accounts Payable” or electronically to: ap@util.extenetsystems.com

18.7 Agreement To Do All Things Necessary Or Appropriate. Both parties agree to do all things necessary or appropriate from time to time, including the execution and delivery of such ancillary documents and agreements as Pole Owner may reasonably require, to carry out the express terms and conditions of this Agreement and the intentions and understandings of the parties as described herein.

18.8 No Partnership Or Joint Venture Created. The parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, Pole Owner and Licensee. Pole Owner and Licensee are each independent contractors and nothing contained in this Agreement shall be construed to constitute either party an agent of the other.

18.9 Revision Of Forms. The forms attached hereto are subject to revision by Pole Owner at any time and at its discretion.

18.10 Sovereign Immunity. Nothing contained in this Agreement and no actions or inactions by the City or its officers, elected and appointed officials, agents and representatives shall be considered or deemed a waiver of the City’s sovereign immunity or any other privilege, immunity, or defense available to the City or its officers, elected and appointed officials, agents, and representatives.

18.11 Consistency with telecommunications laws. Licensee hereby acknowledges that Florida’s Advanced Wireless Infrastructure Deployment Act, codified at Section 337.401, Florida Statutes (the “Act”), does not apply to Pole Owner’s Poles since Pole Owner is a “municipal electric utility” and is therefore exempt from certain requirements of the Act. To the extent not prohibited by law, Licensee expressly waives any claim arising under this Agreement or any Permit or Application issued under this Agreement related to any inconsistency or conflict with the Act or any City ordinance implementing the Act. Licensee further acknowledges that this Agreement is consistent with all applicable federal statutes, regulations, and FCC

orders and rulings (“Federal Laws”) in effect as of the Effective Date of this Agreement. To the extent not prohibited by law, Licensee expressly waives any claim arising under this Agreement or any Permit or Application issued under or pursuant to this Agreement related to any inconsistency or conflict with the Federal Laws.

18.12 Public Records. In accordance with Section 119.0701(2), Florida Statutes, Licensee shall:

- (a) Keep and maintain all records related to performance of services under this Agreement.
- (b) Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Licensee does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Licensee or keep and maintain public records related to the performance of services under this Agreement. If the Licensee transfers all public records to the City upon completion of the Agreement, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the Agreement, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) **IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Winter Park City Clerk, 401 Park Ave. South, Winter Park, FL 32789; Email – cityclerk@cityofwinterpark.org; Telephone – (407) 599-3447.**

(continued next page)

IN WITNESS WHEREOF, the parties to this Agreement by their duly authorized representatives have executed this Agreement to be effective as of the day and year first written above.

[POLE OWNER LEGAL NAME],
a _____ corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

EXTENET SYSTEMS, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “A”

LOCATION OF Pole Owner POLES

DRAFT

EXHIBIT B**INSURANCE REQUIREMENTS**

(a) Required Coverage. Licensee shall provide and maintain, and shall require each subcontractor to provide and maintain, in effect so long as all or any portion of the Licensee's improvements shall remain on Pole Owner's property, minimum insurance coverage with carriers satisfactory to Pole Owner including:

1. Workers Compensation insurance with statutory limits, as required by the state in which the Work is to be performed, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.
2. Commercial general liability (CGL) insurance (with coverage consistent with ISO Form CG 00 01 12 04) with a limit of not less than one million dollars (\$1,000,000.00) per occurrence and aggregate, covering liability for bodily injury and property damage, arising from premises, operations, independent Licensees, personal injury/advertising injury, blanket contractual liability, and products/completed operations for not less than three (3) years from the date of this Agreement.
3. Automobile liability insurance coverage for owned, non-owned, and hired autos with a limit of not less than one million dollars (\$1,000,000.00) per accident.
4. Excess or Umbrella liability insurance coverage with a limit of not less than four million dollars (\$4,000,000.00) per occurrence and aggregate. These limits apply in excess of each of the above-mentioned policies.

The liability limits under 1, 2, 3 and 4 may be met with any combination of primary and Excess or Umbrella Insurance policy limits totaling \$5 million dollars (\$5,000,000).

Insurance coverage provided by Licensee and subcontractor under this Exhibit B shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000.00) unless approved in writing by Pole Owner; any endorsement limiting coverage available to Pole Owner which is otherwise required by this Exhibit B; and any policy or endorsement language that (1) negates coverage to Pole Owner for Pole Owner's own negligence, (2) limits the duty to defend Pole Owner under the policy, (3) permits the recovery of defense costs from any additional insured, or (4) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

1. Be primary and non-contributory to any other insurance carried by Pole Owner;
2. Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
3. Provide for a waiver of all rights of subrogation which Licensee's insurance carrier might exercise against Pole Owner.

Any policies of insurance maintained by Licensee, its contractors, or subcontractors, shall be primary without right of contribution or offset from any policy of insurance or program of self-insurance maintained by Pole Owner. Licensee may, in lieu of obtaining insurance policies from third parties, furnish the insurance

required of it hereunder through a commercially reasonable self-insurance program, subject to the approval of Pole Owner (which approval shall not be unreasonably withheld, conditioned or delayed so long as the demonstrated claims paying ability and financial resources of such program equal or exceed those of insurance companies having Best's Ratings equal to that described above).

Additional Insured Endorsement.

All liability insurance policies shall name Pole Owner, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by Pole Owner, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01, and shall maintain the required coverages, naming Pole Owner as an additional insured, for a period of not less than three (3) years from the date of this Agreement.

Evidence of Insurance.

Licensee shall provide evidence of the required insurance coverage using the myCOI program and file with Pole Owner a Certificate of Insurance acceptable to Pole Owner prior to commencement of the Work. The Insurance and the insurance policies required by this Exhibit B shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Pole Owner. Pole Owner shall assist Licensee to get access to the myCOI program.

Waiver of Subrogation.

Licensee shall waive all rights of subrogation against Pole Owner under those policies procured in accordance with this Agreement.

Ratings.

All insurance coverage shall be provided by insurance companies acceptable to Pole Owner and having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the date of this Agreement).

Upon Licensee's failure to provide and maintain the required insurance, Pole Owner shall have the right, but not the obligation, to purchase the insurance or any part thereof, either with or without including Licensee as insured, and the cost of the insurance shall become due and payable and shall be collectable by the Pole Owner in the same manner as herein provided for the collection of other charges not paid by Licensee Bond or Letter of Credit. During the entire term of this Agreement, Licensee will maintain a surety bond or letter of credit to guarantee the payment of all the sums that may become due from Licensee to Pole Owner under the terms of this Agreement. At the time this Agreement becomes effective, Licensee agrees to furnish bonds or letters of credit to Pole Owner in the amount of \$20,000.00 for the initial 1 to 10 Micro cell Attachments to be made to Pole Owner Poles and \$15,000 for the initial 1 to 1000 Cable Attachments to be made to Pole Owner Poles. Licensee shall increase said bonds or letters of credit by \$20,000.00 for each additional group (or partial group) of 10 Micro cell Attachments in excess of the initial 10 Micro cell Attachments to be made to Pole Owner Poles and by \$15,000 for each additional group (or partial group) of 1000 Cable Attachments in excess of the initial 1000 Cable Attachments to be made to Pole Owner Poles. The required bond or letter of credit amounts shall at all times be equal to or in excess of the amounts determined as aforesaid for the number of Attachments covered by Permits hereunder. The bonds or letters of credit shall be in a form and with a surety acceptable to Pole Owner.

Exhibit C - ExteNet Equipment Specifications

Detailed equipment specifications corresponding to each of the equipment items listed below are held on file by the City and are hereby incorporated in full by reference. Additional items can be added and modifications to the specifications can be made only by mutual agreement of the parties.

- 1) Western Utility custom designed decorative metal street light pole with acorn luminaire, fluted with base shroud and alternative pedestrian height acorn luminaire [Project Number 18-0142 / Drawing Number 18142-INST (3)]
- 2) Western Utility custom designed decorative metal street light pole with double pendant/luminaire, fluted with base cabinet [Project Number 2019-10188E / Drawing Number Double Pendant]
- 3) Amphenol canister antenna model 2C4U3MT360X06Fxs0 (outside dimensions: 24.0" H x 14.6" Diameter)
- 4) Ericsson Remote Radio Unit (PICO configuration within pole top shroud), model 4402 (outside dimensions: 7.8" H x 7.8" W x 4" D)
- 5) Ericsson Remote Radio Unit (PICO configuration within pole top shroud), model 2205 (outside dimensions: 7.9" H x 7.9" W x 4.7" D)
- 6) Ericsson Remote Radio Unit (MICRO configuration within ground or pole mount cabinet), model 4449 (outside dimensions: 17.9" H x 13.19" W x 9.44" D)
- 7) Ericsson Remote Radio Unit (MICRO configuration within ground or pole mount cabinet), model 8843 (outside dimensions: 14.9" H x 13.2" W x 10.9" D)
- 8) Ericsson Power Supply Unit (MICRO configuration within ground or pole mount cabinet), model PSU AC 01 (outside dimensions: 1.7" H x 5.8" W x 8.9" D)
- 9) Ericsson Power Supply Unit (MICRO configuration within ground or pole mount cabinet), model PSU AC 02 (outside dimensions: 2.7" H x 13.0" W x 7.1" D)
- 10) ConcealFab Pole Top Shroud with Radio Mounting (PICO configuration), model 90394 (16" D x 42" H)
- 11) Western Utility Double Trashcan Concealment Cabinet [Project STD, Drawing PR-201] (Dimensions: 3'-2 1/2" H x 4'-8" L x 2'-4" D)
- 12) Western Utility Single Trashcan Concealment Cabinet for Meter/Disconnect/Radio [Project STD, Drawing 2018-10391F-(APP 3)] (Dimensions: 3'-2 5/8" H x 2'-4 1/8" Diameter)
- 13) Charles Industries Concealment Shroud (MICRO pole mount configuration), model SHRD 60-401 (outside dimensions: 70" H x 20" W x 18" D)
- 14) Stealth-Raycap Disconnect Switch – model RSCAC-6533-P-120-D
- 15) Meter (to be determined)