COUNCIL BILL NO. 2021-167 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with **CableRunner USA, LLC ("CableRunner")** for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the agreement by and between the City of Joplin and **CableRunner USA, LLC** for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's requirements of such use of City property, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

CableRunner USA, LLC Rights-of-Way Use Agreement

RIGHTS-OF-WAY USE AGREEMENT
FOR COMMUNICATIONS FACILITIES

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1) by and between **CableRunner USA, LLC**, a Delaware limited liability corporation registered to do business in Missouri (the "Licensee"), and the **City of Joplin, Missouri**, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

WHEREAS, Licensee has also requested consent from the City to authorize its use of certain non-ROW property owned by the City, particularly within the City's stormwater and sanitary sewer systems (the "Non-ROW Systems") for the installation of Facilities for communications or related capabilities; and

WHEREAS, the City is authorizing such limited use of the Non-ROW Systems on the terms of the form of lease set forth in **Exhibit B** attached hereto and incorporated herein (the "Lease"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the Code of Ordinances, City of Joplin, Missouri, including specifically Article VI of Chapter 106, and as may be amended ("ROW Code"). Words used in the present tense include the future tense, words in the single number include the

plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (*e.g.*, data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **"Communications Service"** The transmission of writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (collectively "Communications Services Facilities," as referenced in Joplin Code Article VI, §§ 106-141), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "Communications Service" does not include the rental of conduit or physical facilities, which if proposed must be expressly separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of the ROW Code and other applicable ordinances and law of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the information stated on Licensee's formal application, including any attachments, provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities, including excavation, building, electrical, zoning, etc., before installation of its Facilities within the Rights-of-Way.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal, in the Rights-of-Way and gives only the right to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities (but subject to the "Special Conditions" set forth on Exhibit A attached hereto), nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the Special Conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying Communications Service within the City. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license, certification, grant, registration, or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor to provide services not authorized herein, except as provided in (i) Exhibit A or such subsequent amendment as may be approved thereto and/or (ii) the Lease (subject to compliance with the terms of the Lease). The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent as set forth herein. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state, and local laws, codes, regulations, and ordinances (collectively "Laws"), including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable Law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation

shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of, and rights to, the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to interfere materially or without authority with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally-accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation, and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Facilities available to other licensees on a nondiscriminatory, competitively-neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred in removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6 below.

SECTION 3. TERM AND COMPENSATION

3.1 Term. This Agreement shall be effective for a term commencing for **Twenty (20) years** from the Effective Date (as defined in § 11.1 below) and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement. For the avoidance of doubt, the initial term of this Agreement shall expire on the last day of the calendar month in which falls the twentieth (20th) anniversary of the Effective Date (the "Expiration Date").

3.2 Compensation. The Licensee agrees to pay the User Fees and such other compensation in the amount and under such additional regulations and provisions as are set forth

in the City's policies and ordinances. In the interest of keeping Licensee paying the same rate as other ROW Users with ROW Use Agreements currently operating in the City, unless otherwise established by the City Council, Licensee shall pay to the City as monthly compensation for the use of the Rights-of-Way pursuant to this executed Agreement a "Linear Foot Fee" for ROW Facilities of (a) One Thousand Dollars ($1,000.00)/month for the first (1st) mile of linear Facilities within the ROW or part thereof, plus (b) a monthly payment of $0.1665 per linear foot for each additional linear foot of Facilities located in the Rights-of-Way, with the User Fee calculated for linear Facilities within the ROW being capped at Eight Thousand Dollars ($8,000.00)/month for each user; *provided*, however, that all Right-of-Way Users shall be entitled to a credit against the User Fee due hereunder equal to the payment(s) from such Right-of-Way User in accordance with Section 67.1846 RSMo.; provided, however, such credit cannot exceed the amount due under this subsection and may not be carried forward or back to any other time period and a credit shall not apply to any taxes paid under protest or otherwise paid with qualification, unless so required by Law; and provided further, if any linear feet of Facilities are located in the Non-ROW System as described in the Lease that is also located within the ROW, such linear footage within the Non-ROW Systems shall not be included in the calculation of the required User Fee herein. Unless otherwise provided by Law, including lawful action of the City Council, the User Fee herein shall increase by two percent (2%) per year during the term of this Agreement (and annually thereafter if the term is extended without a change in this provision), which shall occur beginning on the first anniversary of the Effective Date of this Agreement in 2022 and each year thereafter on the anniversary of the Effective Date of this Agreement. The monthly minimum Use Fee of $1,000 and monthly cap of $8,000, respectively, shall remain unchanged by the two percent (2%) annual increase described in this Section.

Licensee represents that it currently has **__0__** linear feet of Facilities and **__0__** antennas installed in City Rights-of-Way ("Existing Facilities"). The actual authorized installation shall be limited to that which has received approved permits from the City. The User Fee shall be paid based on the sum of the actual linear footage of Facilities installed in the ROW, and any additional linear footage approved by permit for installation. All User Fees shall be due and payable every month of each calendar year within thirty (30) days after the end of each such month for which the payment is owed. Each User Fee payment shall be accompanied by an affidavit, signed as true, which may be sent electronically in advance of payment, stating the greatest total linear feet of Facilities located in the Rights-of-Way during the preceding month (including a specification for the number of linear feet that are located within the Non-ROW Systems that are near or adjacent to the ROW), the total number of antennas located in the Rights-of-Way, any credit taken for gross receipt taxes or business license fees paid to the City, and the payment of the User Fee made. If any fee statement is determined to understate the User Fee owed, then such additional amount owed shall be made with a corrected statement, including interest on said amount as provided herein. Any payments due to the City hereunder and not paid at the due date shall bear interest at the rate of one and one-half percent (1.5%) per month, unless such other maximum rate is established by Law. On an annual basis by January 31, Licensee shall submit an affidavit certifying as true each statement submitted for the previous twelve (12) months, including the statement for the immediately preceding December. If any statement for the previous twelve (12) months was incorrect, a corrected statement shall be submitted with the affidavit. If an incorrect fee statement understated the User Fee owed, then such additional amount owed, including with interest on said amount as provided herein, shall be

submitted with the affidavit. Licensee's credit to the User Fee as authorized above shall be calculated based upon gross receipt taxes paid and attributable to gross receipts received for the same months in which the User Fee is attributable. The User Fee required in this Section shall be paid by Licensee as required herein without offset, credit, refund, or deduction except for such credit as is expressly provided for above for gross receipts taxes paid. Licensee may make the User Fee and eligible tax payment that is subject to credit above all as a single combined payment or in separate payments and may also send a combined statement or separate monthly statements meeting the applicable requirements.

3.3 User Fee Not a Tax. The above required User Fee and other compensation required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees, and impositions otherwise applicable that are or may be imposed by the City, except as may be provided for in the ROW Code, herein, and as set forth in § 67.1846 RSMo. Licensee acknowledges that the User Fee is compensation for use of the Rights-of-Way, both underground and above ground, and shall in no way be deemed a tax of any kind.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all legally applicable taxes, including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City, and failure to pay such taxes shall be considered a breach of this RUA. Nothing herein is intended to alter, amend, modify, or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, with thirty (30) days' prior written notice to the City if to (a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days' prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by Law, (and subject to the terms and conditions of this Agreement, the ROW Code, and the Special Conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement), Licensee shall not lease, sell, sublet, or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued rights-of-way use agreement or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities, for the benefit of its customers of its Communications Services, provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 Forfeiture. In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of any applicable Law, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the ROW Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable Law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: before the City proceeds to declare a forfeiture of this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the City Council present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's ordinances, or as may otherwise exist at Law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at Law, in equity, or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 106-148 of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least $2,940,868, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the Director. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other City facilities, including for installation, maintenance, and use of Licensee's Facilities located within the Non-ROW Systems.**

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is**

therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other City facilities, including for installation, maintenance, and use of Licensee's Facilities located within the Non-ROW Systems. Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the Rights-of-Way, equipment within the Rights-of-Way, or otherwise by Licensee's use of the Rights-of-Way.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees, in the event that Licensee is determined judicially to have violated the terms of this Agreement.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 106-147 of the ROW Code, the City may in its exercise of the public interest require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities, and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its written request to Licensee at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which

Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by said City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Indemnification. Licensee hereby agrees at its sole cost and expense to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by Law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification paragraph or otherwise required under this Agreement shall accrue interest from the date due at

one and one-half percent (1.5%) interest per month until fully paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

CABLERUNNER USA, LLC
Attn: Contracts Administration
c/o Perl Grossman & Associates LLP
3000 Marcus Avenue, Suite 3E6
Lake Success, NY 11042-1006

With a copy to:

CABLERUNNER USA, LLC
Attn: Vice President Government Relations
5902 Mount Eagle Drive, Suite 1517
Alexandria, VA 22303-2522

If Notice to City:

CITY OF JOPLIN, MISSOURI
602 South Main Street
Joplin, MO 64801-2316
Attn: City Manager

CITY OF JOPLIN, MISSOURI
602 South Main Street
Joplin, MO 64801-2316
Attn: Legal Department

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt, if given by personal delivery; on the date of the return receipt, if notice is given by certified mail; or on the date of the confirmation of delivery form, if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address for which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF JOPLIN, MISSOURI

_____
Ryan Stanley, Mayor

Date: _____

ATTEST:

_____
Barbara Gollhofer, City Clerk

CABLERUNNER USA, LLC

By: _____

Print Name: Chad Rasmussen

Title: President & CEO

Date: 11/1/21

STATE OF Florida)
) ss.
COUNTY OF Brevard)

The forgoing instrument was acknowledged before me this 1st November, 2021, by Chad Rasmussen, on behalf of CableRunner USA, LLC. This person is personally known to me or has produced FLDL as identification.

Erika Newton
(Signature of Notary taking Acknowledgment)

Notary Public, State of Florida

My Commission Expires: 8-8-2025

Notary Public State of Florida
Erika Newton
My Commission
HH 162563
Exp. 8/8/2025

EXHIBIT A

SPECIAL CONDITIONS

The following Special Conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including (1) when and where nearby similar facilities exist above ground or (2) when conditions are such that underground construction is impossible, impracticable, or economically unfeasible, as determined by the City. Above-ground Facilities authorized for good cause shall, in the City's reasonable judgment, be limited to construction of Facilities having minimal detrimental impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.

2. Licensee acknowledges and agrees that, pursuant to its obligation to pay all applicable taxes, it shall pay the City's license tax as an entity authorized to furnish exchange telephone service, if Licensee shall notify the City in future that it will provide Communications Services, and shall remit to the City such tax on gross receipts of its business as required by Division 3 of Article III of Chapter 30 of the City Code of Ordinances, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by Law.

3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the right-of-way permit application or otherwise to the City) shall not authorize third-parties without a valid license, Right-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.

4. For purposes of clarification only, a document evidencing the provision of a right of access to dark fiber to a third party as authorized herein but nominated or referred to as a lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of this Agreement or the provision of Communications Services in future after notification to the City, solely because of such nomenclature or reference, provided it otherwise complies with the requirements of this Agreement and meets the following conditions:

    - Does not provide the third party with any ownership or property interest in or any

form or type of title in the ROW, ROW Agreement, or any Facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own, control, maintain, modify, physically access, or revise the Facilities in the ROW, whether specific Facilities or not; and

- Does not grant any rights or remedies as against the City, and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

5. Wireless Facility locations or wireless Facilities requested or approved: None.

6. By way of clarifying the relationship between the Lease and this ROW Use Agreement, the Lease shall control aspects of CableRunner's operations (as "Tenant" in the Lease) within the City's stormwater and sanitary sewer systems. Those systems (identified as the "Non-ROW Systems") are not defined as within the scope of Rights-of-Way under Missouri law or City Code. As such, the Lease dictates the usage rules for those Non-ROW Systems, while this Agreement dictates the usage of the City's ROW, either in places where the Non-ROW Systems are inadequate for Licensee's purposes authorized herein, or where the Non-ROW Systems will not be utilized by Licensee.

7. To the extent that this Agreement provides Licensee the ability to provide Communications Services in the future, nothing within this Agreement shall be deemed an admission that Licensee is currently providing Communications Services within the State of Missouri. If Licensee does plan to provide services which require Missouri Public Service Commission authorization, Licensee shall first seek such authorization and shall notify the City that it now operates such a business.

EXHIBIT B

[Form of Lease]

USE OF STORMWATER / SANITARY SEWER SYSTEM LEASE AGREEMENT

THIS USE OF STORMWATER / SANITARY SEWER SYSTEM LEASE AGREEMENT ("Lease") is entered into as of _____, 2021, between the **City of Joplin, Missouri**, a municipal corporation ("Landlord" or "City"), and **CableRunner USA, LLC**, a Delaware limited liability company authorized to do business in the State of Missouri, and including any authorized assignee ("Tenant"), (collectively the "Parties").

R E C I T A L S

Whereas, Landlord owns or has easement rights over certain real property located in Joplin, Missouri, upon which the City's underground sanitary sewer and stormwater systems (hereinafter the "Non-ROW Systems") are located;

Whereas, Landlord and Tenant desire by execution of this Lease to provide authority for non-exclusive tenancy of designated portions of the Non-ROW Systems in accordance with and subject to the terms of this Lease;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises.

(a) In consideration of the payments to Landlord and other terms herein, Landlord hereby leases to Tenant, on a non-exclusive basis, designated underground portions of the Non-ROW Systems (including both those held in fee and those over which Landlord has certain easement rights), as authorized by individual permits issued under this Lease and as depicted on the attached **Exhibit 1** (collectively hereinafter referred to as the "Premises"), subject to the terms and conditions set forth herein. The lease of the Premises hereunder shall include the non-exclusive right of access to the Premises (the "Access Right") across areas or portions of the ROW (as defined in the ROW Use Agreement or "Agreement") without access to which Tenant would be physically unable to reach the Premises (collectively the "Access Areas"). The Access Areas shall be deemed part of the Premises to the extent that Tenant physically utilizes its Access Right thereunto. The boundaries of the Premises shall be a subset of the Non-ROW Systems, and the footprint occupied by any of Tenant's Facilities (as defined below in Section 3(a)) shall be limited to the Premises for which Tenant has been granted a specific permit by the City to access and install its Facilities, as described in Subsection (c) of this Section 1.

(b) During the term of this Lease, Tenant and its agents, engineers, surveyors, and other representatives upon prior reasonable notice to and consent of Landlord shall have the right to enter upon the ROW, the Access Areas, and Non-ROW Systems to inspect, examine, and perform initial cleaning to jet wash and clear debris and to apply for and obtain all licenses and permits required for Tenant's use of them as the Premises from all applicable governmental or regulatory entities. Tenant shall also have the ability, upon prior written approval of the Landlord at Landlord's sole discretion, to repair, in compliance with all applicable federal, state, and local laws, codes, regulations, and ordinances (collectively, the "Laws") related to such work, certain

defects within the ROW, the Access Areas, and Non-ROW Systems that Tenant identifies in any analysis of the ROW, the Access Areas, and Non-ROW Systems for use as the Premises as part of the installation and maintenance of its Facilities. Any such repair of the ROW, the Access Areas, and Non-ROW Systems performed by Tenant shall be undertaken solely at Tenant's expense and only upon express, prior written approval by the Landlord. Any damage caused by Tenant arising from or in any way caused by jet washing, inspection, repairs, or installation of Facilities, or any other action taken by the Tenant within the Non-ROW Systems that is not promptly repaired by the Tenant may be repaired by the Landlord and all expenses incurred by the Landlord billed to the Tenant. As damage to one part of the Premises can impact the Non-ROW Systems, and such repairs may be subject to OSHA compliance, payment of prevailing wage, and other applicable requirements for work on public property, nothing in this Lease prevents Landlord from promptly making any repairs or taking other actions related to the Non-ROW Systems, or causing the same to be done, and billing Tenant for the costs of such repairs and Tenant hereby agrees to reimburse Landlord for the same within thirty (30) days after receipt of an itemized invoice for same.

(c) Prior to installation of Tenant's Facilities, on an application form provided by Landlord, Tenant shall pay any applicable fees and apply for and obtain a revocable installation permit (a "Permit") for each and every installation of Tenant's Facilities so that Landlord can review the proposed space of each such installation for compliance with this Lease, including compliance with **Exhibit 2** and City Codes, compatibility with the Non-ROW Systems, and authorization rights. The cost of such Permits shall be established by the Landlord in accordance with Section 106-144 of the City's Code, as may be hereinafter amended or recodified, on a non-discriminatory basis. A Permit application shall describe the space of the Non-ROW Systems that Tenant proposes to attach to (including, specifically, the exact dimensions of the interior space of the piping proposed to be utilized), the method of attachment to such piping, the Facilities proposed to be attached to such piping (with exact dimensions), and any other information that the Landlord determines is applicable within the Permit application documents. A Permit request shall be reviewed by the Landlord and may be denied at Landlord's sole discretion, including if Landlord's review determines that any underlying easement rights granted to Landlord do not extend to the attachment of Tenant's Facilities. A Permit granted shall be limited to the specific interior space of piping within the Non-ROW Systems proposed by Tenant on the specific application. If Tenant shall need additional interior space within the Non-ROW Systems not specifically authorized in an issued Permit, Tenant shall submit for, and acquire, additional Permits prior to utilizing any additional space. Tenant agrees that it shall pay for any necessary title searches to ascertain the Landlord's rights to grant access to Tenant in areas of the Non-ROW Systems proposed within a Permit application. Tenant shall have six (6) months from the issuance of a Permit to complete any installation work approved, as the same may be reasonably extended by Landlord upon a showing of good cause. Failure to complete such work within said timeframe shall result in that specific Permit being null and void. Upon completion of the work authorized in a Permit, Tenant shall promptly provide to the Landlord as-built schematics of the Facilities installed. The Parties agree that these submitted as-built documents shall be integrated into **Exhibit 1** and shall constitute expansions of the Premises. Failure of the Tenant to submit these as-builts in a timely fashion shall be deemed a breach of this Lease.

2. Term.

(a) The Lease shall become effective on the Effective Date, as defined below in § 4(b). During the initial period of one (1) year (the "Pre-Commencement Term") Tenant and Landlord shall coordinate to ascertain appropriate routes within the Non-ROW Systems that are suitable for Tenant's Facilities. This Pre-Commencement Term may be extended by mutual written agreement by the Parties. If at the conclusion of the Pre-Commencement Term no viable routes are ascertained for Tenant's Facilities and Tenant's Permitted Use (as defined in Section 3 below), then this Lease shall terminate. Tenant shall be liable for any additional costs to Landlord in ascertaining these routes, including for title searches for the Non-ROW Systems as described in this Lease. Once routes have been ascertained, Tenant may apply for Permits during this Pre-Commencement Term.

(b) The commencement date of the term of this Lease (the "Commencement Date") shall be the date of issuance of Tenant's first valid Permit for construction of its Facilities pursuant to § 1.3(c) above, and the term shall extend for a period of **twenty (20) years** commencing on the Commencement Date and ending on the last day of the calendar month in which falls the twentieth (20th) anniversary of the Commencement Date (the "Expiration Date"). Landlord and Tenant shall memorialize the occurrence of the Commencement Date signed by Tenant and Landlord's Director of Public Works or designee.

(c) If Tenant remains in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be at sufferance and subject to double the Rent (as defined in § 4 below) in effect immediately prior to such holding over until the sooner of a new written agreement authorizing such use is in place or removal of occupancy and all Facilities from the Premises, including any restoration requirements under this Lease, in addition to any other damages as may be available in law or equity.

3. Permitted Use.

(a) The Premises may be used by Tenant only for the following permitted use: (i) the installation, maintenance, upgrade, repair, replacement, and relocation of fiber optic cables, wires, ducts, conduit, micro tubes, attachment bolts, modular cable trays and covers, fiber laterals, handholes, auxiliary equipment, and related components on the interior walls of the piping located throughout the Premises, substantially as such are shown and described on the attached **Exhibit 2** (collectively the "Facilities"); (ii) the leasing of fiber, conduit, and/or duct to commercial customers in the Premises, provided that such customers shall have no right of physical possession or ownership, including ownership of any residual interest or remainder in Licensee's Facilities, or physical access to the Premises; and (iii) transmission and reception of communication signals from the same to the extent that Tenant is certificated under applicable Laws as a competitive local exchange carrier; provided that if Tenant is authorized under applicable Laws as a competitive local exchange carrier to transmit and receive communications signals, Tenant shall notify Landlord in writing that it plans to use the Facilities to conduct this business (collectively, "Tenant's Permitted Use").

(b) Tenant represents and warrants to Landlord that the Facilities will be operated now and shall continue in the future to be operated, managed, and maintained in compliance with all applicable federal, state, and local laws, rules, regulations, and orders (the "Laws"), including without limitation Federal Communications Commission ("FCC") requirements. Tenant agrees to provide Landlord, upon Landlord's written request, with all documentation evidencing current compliance with this Lease, including the Laws on an ongoing basis during the term of this Lease.

(c) Tenant shall, as a condition of the Lease, comply with the requirements of the City's Code of Ordinances and the Parties' Rights-of-Way Use Agreement for Communications Facilities of even date with this Lease (the "Agreement"), including but not limited to the requirements for maintenance, relocation, and removal of the Facilities upon abandonment.

(d) Tenant shall, within eighteen (18) months of issuance of Permits, complete the initial construction of its Facilities and commence offering commercial dark-fiber services within the City to customers. Tenant shall also be obligated, absent technological, environmental, or interference issues, to keep its Facilities operational for at least three (3) calendar years from the execution of this Lease, subject to the superseding provisions of §§ 10(b) through (f) below.

(e) No later than thirty (30) days after receipt of notice by Landlord that the Facilities are no longer in operation and therefore treated as abandoned, or of Tenant's abandonment of its Facilities at any location within the Non-ROW Systems, Tenant shall remove its Facilities and replace or restore any damage or disturbance in accordance with Section 11 herein. If Landlord is mistaken regarding its notice to Tenant and the Facilities are still in operation, Tenant shall promptly notify Landlord with information indicating that Tenant's Facilities are still in operation at that location. Landlord shall be entitled to all reasonable costs, at its discretion, incurred by removal and enforcement for any violation of this provision. In lieu of removal, Landlord may, upon written application from Tenant, allow Tenant's Facilities or portions thereof to remain in place if the Landlord determines, at its sole discretion, that it is in the best interest of the public health, safety, and general welfare, and conducive to the integrity of the Non-ROW Systems to do so.

4. Rent; Payments.

(a) Tenant agrees to pay the City for its Facilities located in the Non-ROW Systems at a rate of one thousand five hundred dollars ($1,500.00)/month for the first (1st) mile of linear Facilities, or part thereof, plus a monthly fee of $0.2448 per linear foot for each additional linear foot of Facilities located in the Non-ROW Systems ("Rent"). The Rent shall be increased by two percent (2%) over the Rent then existing at each yearly anniversary of the Commencement Date. Rent shall be payable in advance at the beginning of each quarter (January 1, April 1, July 1, October 1) and shall be calculated based on the greatest total linear feet of Facilities located in the Non-ROW Systems during the preceding calendar quarter. For the avoidance of doubt, although such quarterly payments of Rent shall be paid in advance, each such payment shall reflect and be based on the aggregate total linear feet of Facilities located in the Non-ROW Systems during the preceding calendar quarter, and the parties agree that no

reconciliation or true-up shall be utilized with respect to the actual aggregate of linear feet of Facilities located in the Non-ROW Systems during the quarter for which Rent has been previously prepaid. Such payment shall also include a quarterly submission by Tenant of an affidavit, signed as true, stating the greatest total linear feet of Facilities located in the Non-ROW Systems during the preceding calendar quarter and payment of Rent made. Additionally, on an annual basis by January 1, Tenant shall submit an affidavit certifying as true each statement submitted for the previous calendar year. If any statement for the previous calendar year was incorrect, a corrected statement shall be submitted with the affidavit. If an incorrect fee statement understated the Rent owed, then such additional amount owed, including with interest on said amount as provided herein, shall be submitted with the affidavit. Payments due Landlord under this Lease and not paid when due shall accrue interest from the due date at the lesser of one and half percent (1.5%) per month or the highest rates allowable under applicable Laws until paid. Landlord or its designated representatives shall have the right to inspect, examine, or audit, during normal business hours and upon seven (7) calendar days' notice, all documents, records, or other information that pertains to the Tenant's Facilities, Rent, or any other Tenant obligations under this Lease.

(b) Special Permit Fee. The parties understand and agree that Tenant shall not pay Rent under § 4(a) above with respect to its Facilities that may have been permitted during a particular calendar quarter but not yet constructed at the beginning of the following quarter when the Rent payment is due (collectively "Non-Constructed Facilities" or "NCFs"). Because the parties wish to avoid the administrative burden of instituting a reconciliation process for the partial payments that may be owing with respect to such NCFs, Tenant and City agree that Tenant shall pay a special permit fee (the "Special Permit Fee") of Two Hundred Fifty Dollars ($250.00) per thousand feet of linear Facilities upon application for the installation of all such Facilities, which Special Permit Fee shall substitute for any Rent that may be owing at the beginning of each quarter with respect to any NCFs that may have been permitted during the previous calendar quarter. Commencing with the Rent payment due for each subsequent calendar quarter, the full Rent shall be payable with respect to any as-yet unconstructed NCFs, regardless of their then-current construction status. Tenant and City agree that the payment of the Special Permit Fee is fair and equitable inasmuch as it approximates that maximum Rent that would otherwise be due and owing with respect to any NCFs permitted during the previous calendar quarter. The amount of the Special Permit Fee shall be increased by two percent (2%) over the Special Permit Fee level then existing at each yearly anniversary of the Commencement Date.

(c) Effective Date. This Lease shall become effective upon the latter signature date of Landlord or Tenant ("Effective Date").

(d) Tenant shall, upon submission to Landlord of the executed Lease, also pay Landlord, in addition to any amount owed for Rent, a single additional payment in the amount of Ten Thousand and no/100 Dollars ($10,000.00) to in part compensate the City for its legal, engineering, and/or other costs associated with the negotiation and execution of this Lease. Such payment shall also be in addition to any required permitting or inspection obligations or fees otherwise required.

5. Interference/Relocation/Permit Revocation.

(a) Tenant shall not use the Premises or the Access Areas in any way which interferes with the use of the Non-ROW Systems by Landlord or the purposes for which the Non-ROW Systems are dedicated, or by tenants or licensees of Landlord holding rights to the Non-ROW Systems on the Effective Date of this Lease, except as otherwise provided by applicable Laws or Agreement of the Parties.

(b) Landlord reserves the right, privilege, and authority to continue to use and occupy the Non-ROW Systems for any purpose whatsoever, including without limitation, the modification, maintenance, repair, restoration, or replacement of its facilities within the Non-ROW Systems or the ROW, or the sale or lease of the Non-ROW Systems, or any portion of the Non-ROW Systems; except Landlord hereby covenants that it shall not knowingly enter into any lease, license, or other agreement pursuant to which a third party is authorized to use the Premises so as to interfere with Tenant's Permitted Use at the time of such lease, license, or agreement.

(c) Tenant accepts the Lease with the reservations in this Lease and further agrees that, if Landlord's public use or public occupancy interferes with Tenant's Permitted Use, Tenant will, if practicable and at its sole cost and expense, modify or relocate the Facilities in the Non-ROW Systems to make Tenant's Permitted Use compatible with Landlord's use or occupancy, and such modified or relocated site shall constitute the Premises. If modification of Tenant's Facilities in a specific space within the Premises is impracticable, such specific Permit authorizing such attachment within that area shall terminate. If modification or relocation is impracticable in all places throughout the Non-ROW Systems wherein Landlord could authorize Tenant's Permitted Use in the judgment of the Tenant, and Permits are not granted to modify or relocate Tenant's Facilities in a manner that is sufficient for Tenant to continue to provide services, then this Lease shall terminate upon notice of such from Tenant, and any existing Permits shall also terminate, and Landlord shall return any prepaid Rent, prorated to the date of termination. Nothing in this Subsection (c) shall terminate Tenant's obligations under this Lease to remove its Facilities or to restore the Premises, or effect any other continuing obligations of Tenant after termination of this Lease. Notwithstanding anything in this Lease, Landlord shall have the right to immediately revoke a Permit and request immediate removal of Tenant's Facilities for a specific location due to interference reasons upon prior written notice to Tenant. Nothing in this right shall relieve Landlord from working with Tenant to find a suitable replacement location, however.

(d) If the interference in Subsection (c) is temporary, for example, the need to remove the Facilities for Landlord to repair or maintain the Non-ROW Systems hosting the Premises, then Tenant may install temporary or mobile facilities to accomplish Tenant's Permitted Use; provided, however, that, to facilitate such temporary use, the Tenant shall submit information to the Landlord indicating where Tenant proposes to locate such temporary or mobile facilities within the Non-ROW Systems and acquire from the Landlord written approval for such location(s) prior to installation of such temporary or mobile facilities within the Non-ROW Systems.

(e) All interference claims relating to any communications or electronic equipment shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the FCC, except to the extent any such claims relate to any police, public works, or other City or other governmental users on the Premises or the Non-ROW Systems for which interference is prohibited and the City or governmental use shall prevail. In the event Landlord observes interference of the City or governmental uses by Tenant, it may give written notice of such interference and Tenant shall take immediate action to cease such interference. Failure by Tenant to immediately cease any such interference shall be deemed a material breach of this Lease and Landlord may immediately send notice that the specific Permit for such location is revoked. Thereafter, Tenant must take immediate action to remove its Facilities and otherwise restore the area in accordance with Section 11 herein.

(f) It is understood that Landlord from time to time, will need to repair, maintain, replace, install, construct, or modify the Non-ROW Systems or perform planned or emergency service that may affect Tenant (the "Work"). Landlord agrees to provide Tenant with not less than thirty (30) days' prior written notice of the Work, along with a schedule showing anticipated dates and duration of such Work, except in the event of emergencies as reasonably determined by Landlord. Following notification of such Work, Tenant shall at its cost, if so requested by Landlord, remove, secure, relocate, and/or protect its Facilities during the entire duration of the Work. The cost of City-initiated Work shall not be the responsibility of Tenant, except any additional reasonable costs incurred to perform such Work due to the installation or presence of the Facilities shall be borne by Tenant. Tenant may install temporary Facilities at Tenant's cost during such Work under such reasonable conditions as established by Landlord and within a location pre-approved in writing by Landlord.

(g) It is further understood that from time to time Landlord may, in the public interest, necessity, or convenience or for public projects require the Non-ROW Systems, and Tenant's Facilities located therein shall be relocated at Tenant's sole expense. This public interest or public project may include the City's abandonment of any section of the Non-ROW Systems or may include street widening projects or expansion of the Non-ROW Systems. Such relocation shall be performed by the Tenant within the timeframes established by Landlord. The Permit issued for such affected space shall be null and void, and the City shall issue a new Permit for the relocated space.

(h) Any third party having facilities within the Non-ROW Systems under a validly issued permit or other authorization may make a request for adjustment, relocation, or temporary dislocation of Tenant's Facilities, and Tenant shall, after reasonable advance written notice by the third party adjust, relocate, or temporarily dislocate its Facilities to accommodate such third party, and the actual cost reasonably incurred by the Tenant shall be paid by the third party requesting such adjustment, relocation, or temporary dislocation. Tenant may require payment from the third-party in advance.

6. Maintenance, Repair, and Improvements.

(a) Tenant, at its own cost and expense, shall maintain, repair, or replace the Facilities.

(b) Tenant shall have the right to modify, supplement, replace, or upgrade the Facilities within the Premises at any time during the term of this Lease if consistent with the design, location, size, and orientation of the Facilities on **Exhibit 2**; provided, however, that any such modification, supplement, replacement, or upgrade shall first be reviewed by Landlord for Landlord to determine and approve that such complies with the terms of this Lease and applicable codes, such approval not to be unreasonably withheld, conditioned, delayed, or denied. Review by Landlord may be approved on the building permit or excavation permit, whichever is applicable in the specific request. The Facilities installed by Tenant shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Facilities at any time during the term of this Lease. Tenant shall repair any and all damage to the Premises, the Non-ROW Systems, Access Areas, the ROW, and any other property of Landlord resulting therefrom, normal wear and tear excepted. Such removal of Facilities from the Non-ROW Systems may also require the grant of permits to insure such work is performed in a way that protects the integrity and operability of the Non-ROW Systems.

7. Utilities. Tenant shall pay any utility charges incurred in connection with Tenant's use of the Premises. Tenant shall, wherever practicable, install separate meters for utilities used on the Premises. Such separate meters for utilities used on the Premises shall also be subject to approval by the Landlord, and shall be designed to be minimally intrusive with the build environment of the City. In the event separate meters are not installed, Tenant shall pay pro-rata charges for all utilities reasonably attributed by Landlord to Tenant's use within thirty (30) days of being billed by Landlord for such charges.

8. Access. Landlord hereby grants Tenant the non-exclusive rights for ingress, egress, and access to the Premises and the Access Areas to service the Premises and the Facilities from 6:00 A.M. to 9:00 P.M., Monday through Friday, except that Tenant shall have access to the Premises at any time in the case of an emergency during the term of this Lease. Except in cases of emergency, Tenant shall notify Landlord of its intent to access the Premises. No excavation work shall occur on City weekends or holidays except in the case of an emergency and in accordance with the City Code Section 106-144.4 specifically related to emergency work in the ROW, as may be hereinafter amended or recodified. Any rights provided hereunder shall have the same term as this Lease. Tenant acknowledges that, since the Non-ROW Systems are used as a public utility, reasonable security measures may be maintained and implemented at any time by Landlord as may be deemed appropriate in the public interest and that such reasonable security measures shall not be deemed to be an interference with Tenant's rights hereunder.

9. Default. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

(a) if Tenant fails to pay amounts due under this Lease within ten (10) days of its receipt of written notice that such payments are overdue; or

(b) if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period; or

(c) if the Facilities or Tenant's use of the Premises are not in compliance with this Lease, any issued permits therefore, or the Laws beyond any applicable cure period.

10. Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

(a) upon twenty (20) days' written notice in the event of a Default after Tenant's failure to cure within the time allowed for cure hereunder;

(b) upon ninety (90) days' written notice by Tenant if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit, or any applicable governmental or regulatory entity approval necessary for the construction and/or operation of the Facilities or Tenant's use of the Premises;

(c) upon ninety (90) days' written notice by Tenant if Tenant determines, in its reasonable discretion exercised in good faith, that based on a material interference with use of the Premises resulting from the acts of Landlord or an act of God or from other natural forces, Tenant's use of the Premises is no longer feasible; provided Tenant shall have first provided Landlord and all parties to the interference written notice and proof of such interference and a reasonable period of time to cure or eliminate such interference;

(d) at the time title of all or a portion of the Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking, and Tenant shall be entitled to reimbursement of any prepaid Rent, to be apportioned as of the date title transfers. Sale of all or part of the Premises to a purchaser with the power of eminent domain shall be treated as a taking by condemnation upon the exercise of the power of eminent domain;

(e) upon ninety (90) days' written notice by Tenant in the event there is a formal governmental environmental investigation initiated as to the Non-ROW Systems, not involving or caused by Tenant's use of the Premises, that causes Tenant to conclude, in Tenant's reasonable discretion exercised in good faith, that continued leasing of the Premises would expose Tenant to undue risk of third-party liability; or

(f) upon ninety days (90) days' written notice by Tenant to Landlord, if Tenant determines, in its reasonable discretion, that the Premises are no longer feasible due to technological or environmental reasons.

11. Obligations upon Termination or Expiration. Upon termination of this Lease or a specific Permit, including termination upon expiration of this Lease, Tenant shall remove the Facilities from the Premises, repair any damage caused thereby, and shall surrender the Premises and the Access Areas in as good order and condition as when first occupied by Tenant, ordinary wear and tear and damage not caused by Tenant excepted. Termination or expiration of this Lease shall automatically terminate any and all issued Permits. Any property which is not removed by Tenant within ninety (90) days after the expiration or earlier termination of this Lease shall, upon the expiration of the ninety (90) day period, become the property of Landlord,

unless rejected by Landlord, and Tenant shall thereafter have no rights whatsoever with respect thereto. Tenant shall be liable to Landlord for costs incurred by Landlord in removing and disposing of such property. In the event of termination by Tenant other than for (i) material uncured breach by Landlord or (ii) termination by virtue of impracticality or infeasibility as provided in § 5(c) above, Tenant shall be obligated to pay as liquidated damages an amount equal to one (1) year of the Rent that would have been due during the remainder of the initial term of the lease.

12. Insurance and Subrogation. Tenant shall provide Commercial General Liability Insurance from a company authorized to do business in the state, with a rating by Best of not less than "A minus," and, unless otherwise approved by the City Council at its sole discretion, in an aggregate amount of not less than $3,000,000.00 per occurrence and in the aggregate. Such insurance shall name Landlord as an additional insured on the policy or policies with full and equivalent coverage as the insured under the insured's policy, and in no event less than the then current sovereign immunity limits established by R.S.Mo. § 537.610 ("Sovereign Immunity Limits") (which is, upon the Effective Date of this Lease, $2,940,868.00); provided nothing herein shall be deemed to waive the City's sovereign immunity. The City's additional insured coverage shall have no deductible. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Tenant may maintain. All such policies shall provide that they may not be canceled except upon thirty (30) days prior written notice to Landlord and provide defense coverage without deductible. Proof of compliance with this requirement, including current and duly issued certificates of insurance, or copies of the policies if so requested by Landlord, shall be maintained with Landlord at all times during the Lease. Any self-insurance must be declared to and pre-approved by the City.

13. Default by Tenant; Hold Harmless. Tenant agrees to indemnify, defend with Landlord's choice of counsel, and hold Landlord harmless from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising hereafter from the installation, use, maintenance, repair, or removal of the Facilities, Premises, or Access Areas, or from the breach or default of this Lease by Tenant, unless such costs and expenses are solely attributable to the wrongful acts, omissions, or negligence of Landlord, its employees, agents, or independent contractors. If the Landlord retains legal counsel as a result of claims against Landlord that are associated with Tenant's construction, installation, use, maintenance, repair, or removal of the Facilities, the Premises, or Access Areas, or from the breach or default of this Lease by Tenant, Tenant shall pay Landlord's reasonable attorneys' fees and court costs. Tenant shall also hold Landlord harmless for any claims, including trespass or inverse condemnation, relating to Landlord's issuance of Permits, or any other authorization, for Tenant to install, repair, modify, or remove the Facilities. Tenant acknowledges that the physical condition of the Premises as of the Effective Date does not constitute a wrongful act, omission, or negligence of Landlord. Nothing in this Section shall be deemed to limit any other remedy Landlord may have pursuant to this Lease or in equity or at law. Notwithstanding anything to the contrary herein, neither Landlord nor Tenant shall be liable to the other in connection with this Lease for indirect, consequential, exemplary, or punitive damages.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given (and deemed delivered upon receipt) if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight courier to the following addresses, or such other address that may be specified in writing at any time during the term of this Lease:

If to Landlord, to:

CITY OF JOPLIN
602 South Main Street
Joplin, MO 64801-2316
Attn: City Manager
Copy to: Legal Department

If to Tenant, to:

CABLERUNNER USA, LLC
Attn: Contracts Administration
c/o Perl Grossman & Associates LLP
3000 Marcus Avenue, Suite 3E6
Lake Success, NY 11042-1006

with a copy to:

CABLERUNNER USA, LLC
Attn: Vice President Government Relations
5902 Mount Eagle Drive, Suite 1517
Alexandria, VA 22303-2522

15. Quiet Enjoyment, Title, and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power, and authority to execute this Lease and has the power to grant all rights hereunder, (ii) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iii) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

16. Environmental Laws.

(a) Tenant represents, warrants, and agrees that it will conduct its activities on the Non-ROW Systems in compliance with all applicable Environmental Laws (as defined in the attached **Exhibit 3**).

(b) Tenant agrees to defend, indemnify, and hold Landlord harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees that Landlord may suffer due to the existence or discovery of Hazardous Substance (as defined in the attached **Exhibit 3**) on the Non-ROW Systems or the migration of any Hazardous Substance to other properties or released into the environment that are caused by or result from Tenant's activities on the Non-ROW Systems. Tenant shall not be required to indemnify the Landlord under this subsection for the negligence or willful misconduct of the Landlord and in the event of joint and several negligence or fault of both Landlord and Tenant, indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Missouri, without, however, waiving any

governmental immunity available to Landlord under Missouri law and without waiving any defense of the parties under Missouri law.

(c) The indemnifications in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Lease.

17. Assignment and Subleasing.

(a) Tenant may not assign this Lease or sublease the Premises or any portion thereof without first obtaining Landlord's prior written consent, at Landlord's discretion. Such consent shall not be unreasonably withheld or delayed.

(b) As an exception to the foregoing, Tenant may assign this Lease and its other rights hereunder (including, without limitation, its right to extend), to any person or business entity which (i) is a parent or subsidiary of Tenant; (ii) controls or is controlled by or under common control with Tenant; (iii) is merged or consolidated with Tenant; or (iv) purchases a majority or controlling interest in the ownership or assets of Tenant, provided such transactions are not designed as a means to effect transfer of ownership to an otherwise unrelated entity and Landlord is provided notice of the same with new contact information within thirty (30) days of the assignment.

(c) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Facilities, and may assign this Lease and the Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree in a writing that accompanies the notice to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Tenant shall reimburse Landlord for Landlord's reasonable costs in reviewing and consenting to such leasehold financing. Landlord agrees to notify Tenant and such Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice. Failure by Landlord to notify Mortgagees of any default shall have no effect upon the effectiveness of such notice to Tenant.

18. Successors and Assigns. This Lease shall run with the Premises, and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

19. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof which shall be deemed trade fixtures and/or personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws.

20. Default by Landlord. If Landlord fails to perform any of its obligations under this Lease, and such failure impairs or interferes with Tenant's Permitted Use of the Premises, Tenant may give Landlord written notice thereof at any time. If Landlord does not cure such failure

within thirty (30) days after receipt of such written notice from Tenant, or such longer period as may be required to diligently complete a cure commenced within the 30-day period, Tenant may, at its option, terminate the Lease pursuant to Section 10 herein, or may seek specific enforcement of the Lease, if otherwise available in law or equity, provided that Tenant shall not be entitled to file any action against Landlord or its officers, agents, or employees for damages, including for costs or attorneys' fees, pursuant to this Lease or for breach thereof.

21. Miscellaneous.

(a) This Lease shall be construed in accordance with the laws of the State of Missouri. This Lease creates no third-party beneficiaries.

(b) Landlord shall be entitled to its costs and reasonable attorneys' fees for enforcement of any provision of this Lease against Tenant or in any action arising under this Lease to which Landlord is prevailing party.

(c) This Lease, together with the ROW Use Agreement executed by Tenant concurrently with the parties' execution and delivery of this Lease to each other, constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements. Any amendments to this Lease must be in writing and executed by both parties.

(d) The parties acknowledge that this Lease is a lawful and enforceable contract between them, that they entered into this Lease voluntarily, and that they have full authority to sign this Lease. Tenant and Landlord agree that the Lease is a lawful lease and agree not to challenge any provision herein as unlawful or unenforceable.

(e) Nothing herein and no reference to Landlord shall be deemed to limit or interfere with Landlord's regulatory authority or police powers as a political subdivision or governmental entity, and nothing herein shall be deemed to waive application of any federal, state, or local law or obligation of Tenant or any other party.

(f) This Lease may be executed in one or more counterparts.

LANDLORD: CITY OF JOPLIN	**TENANT: CABLERUNNER USA, LLC**
By: _____	By: _____
Name: _____	Name: Chad Rasmussen
Title: _____	Title: President & CEO
Date: _____	Date: _____

EXHIBIT 1

[Premises and Access Area]

The Premises shall constitute that portion of the Non-ROW Systems wherein Licensee is authorized by specific, individual Permits to locate its Facilities, as depicted hereunder and may hereinafter be amended. The Access Areas of the ROW shall include manholes or other entry points into the Non-ROW Systems in or directly adjacent to the Premises that would allow Tenant to place its Facilities within the Non-ROW Systems, all as generally depicted in the map below and in the as-built drawings required under § 1(c) above or as otherwise approved in writing by Landlord:

EXHIBIT 2

[Facilities]

CableRunner Documentation

CableRunner products: Technical specifications and documentation

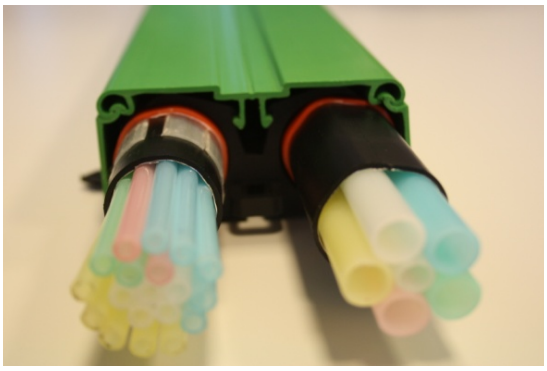


© CableRunner International, 2019

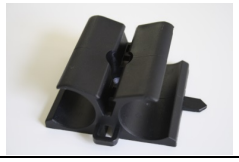
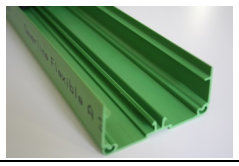
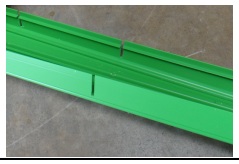
3. SewerLine Flexible A

3.1. Basic information

Usage area	In accessible sewers: minimum 800mm, no maximum diameter
Dimensions	Height: 36mm, width: 82mm
Capacity	Up to 1,440 fibers
Installation	Manual

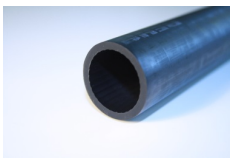


3.2. Product components

Product	Material	Sample picture
Mounting clip	Main component ABS	
Cover straight	Main component PVC	
Cover horizontal	Main component PVC	
Cover vertical	Main component PVC	
Connection box	Main component PP	

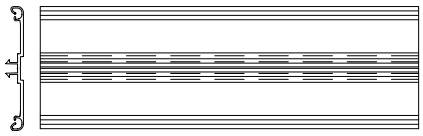
3.3. Cable housing

The SewerLine A profile can house two pieces of any cable with a diameter of 32mm. In CableRunner International projects, the following types of cable usually are utilized:

Cable	**Dimensions**	**Sample picture**
5*10mm Modular Cable System	MCS: 32mm outer diameter, tubes: 10/8mm	
19*5mm Modular Cable System	MCS: 32mm outer diameter, tubes: 5/3.5mm	
Cable Protection tube	27/32mm	

3.4. Drawings

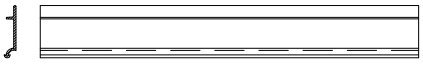
coverage top - top view scale 1:2



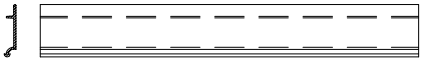
coverage top - buttom view



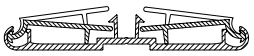
side frame - introversive view



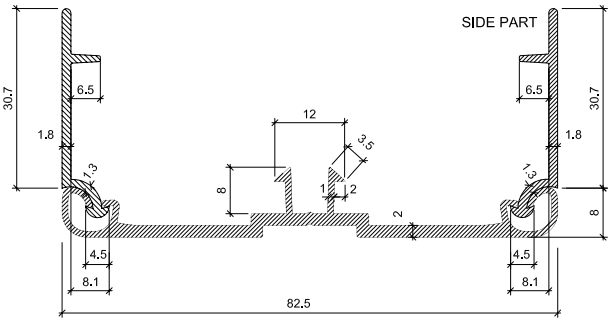
side frame - outside view



scale 1:1



cross section scale 2:1



material operating figures - COVERAGE TOP:

material:	[redacted]
deformation resistance to Martens:	[redacted]
deformation resistance to Vicat:	[redacted]
tensile strenght:	[redacted]
ultimate strain:	[redacted]
limit bending stress:	[redacted]
elastic modulus:	[redacted]
order number:	[redacted]

CableRunner
CableRunner Austria Gmbh Kolbegasse 68, A-1230 Vienna
Tel +43 (0)5 9099 - 100, Fax +43 (0)5 9099 - 999 office@cablerunner.com, www.cablerunner.com

Scale: 2:1 1:1

Title
SEWERLINE FLEXIBLE "A" (accessible sewers)
COVERAGE TOP
all dimension in mm

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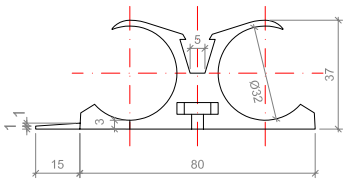
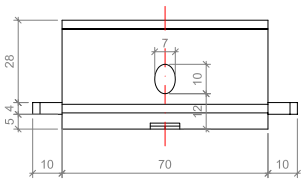
date	signature	PLAN.No.	version
9.12.2004			01

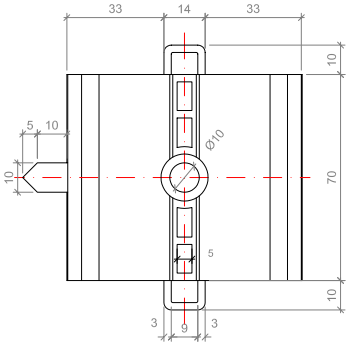
frontal view



side view



top view



materlal operatlng flgures:

MOUNTING CLIP

materlal:	[redacted]
order number:	[redacted]

FRAME ANCHOR

counter sunk bolt (6)

material:	[redacted]

anchor

materlal:	[redacted]
type:	[redacted]
dimension:	[redacted]
order numb.:	[redacted]

WASHER

materlal:	[redacted]
dimension:	[redacted]
order numb.:	[redacted]

CableRunner
CableRunner Austria Gmbh Kolbegasse 68, A-1230 Vienna
Tel +43 (0)5 9099 - 100, Fax +43 (0)5 9099 - 999 office@cablerunner.com, www.cablerunner.com

Scale: 1:1

Title
SEWERLINE FLEXIBLE "A" (accessible sewers)
"MOUNTING CLIP"

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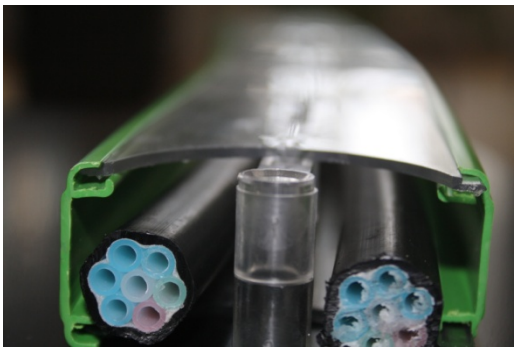
9.12.2004			01

4. SewerLine Flexible N

4.1. Basic information

Usage area	In non-accessible sewers: 250 to 800mm diameter
Dimensions	Height: 30mm, width: 68mm
Capacity	Up to 1,152 fibers
Installation	Robot technology



4.2. Product components

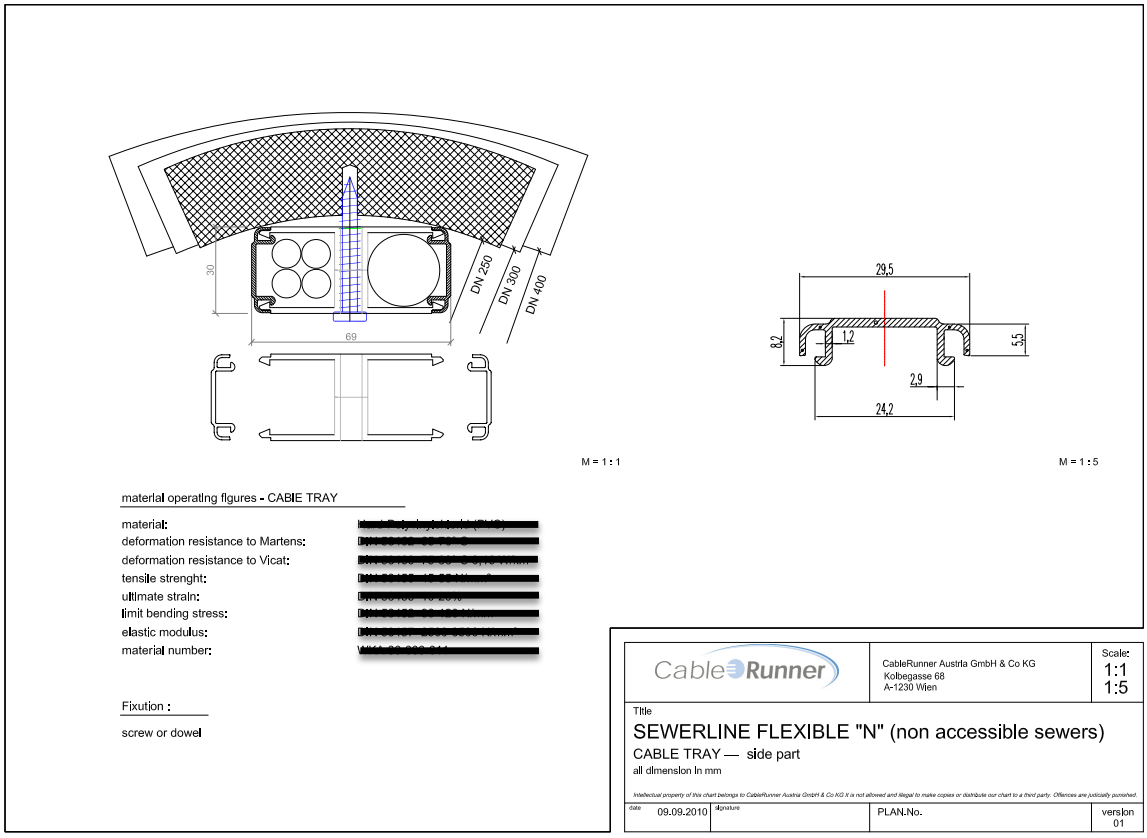
Product	**Material**	
Body part	Main component PP	
Side part	Main component PVC	

4.3. Cable housing

Each of the 2 SewerLine N profile chambers can house up to four loose 10mm tubes, up to seven 5mm tubes in a compound or just standard fiber cables. In CableRunner International projects, the following types of cable usually are utilized:

Cable	**Dimensions**	**Sample picture**
10mm blowing tubes (up to 4 times)	10/8mm	
7x5mm blowing tubes compound	17mm, 5mm tubes: 5/3.5mm	

4.4. Drawings


30
69
DN 250
DN 300
DN 400
M = 1 : 1
29,5
8,2
1,2
5,5
2,9
24,2
M = 1 : 5
materlal operatlng flgures - CABIE TRAY
material:
deformation resistance to Martens:
deformation resistance to Vicat:
tensile strenght:
ultlmate strain:
limit bending stress:
elastic modulus:
material number:
Fixution :
screw or dowel
CableRunner
CableRunner Austria GmbH & Co KG
Kolbegasse 68
A-1230 Wien
Scale:
1:1
1:5
Title
SEWERLINE FLEXIBLE "N" (non accessible sewers)
CABLE TRAY — side part
all dimension in mm
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date 09.09.2010
signature
PLAN.No.
version
01

EXHIBIT 3

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, pertaining to the protection of human health and/or the environment including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§2701, *et seq.*, and applicable Missouri state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state, or local land use laws dealing with environmental sensitivity, including but not limited to laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this Lease, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state, or local laws or regulations or order; any substance which is or becomes regulated by any federal, state, or local governmental authority; and any oil, petroleum products, and their byproducts.

INDEX OF DEFINED TERMS

Access Areas 1
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Expiration Date 3
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Hazardous Substance 16
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Mortgagees 12
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Work 7

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Licensee 1

may 2

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ROW Code 2

shall 2

Surety 8

Telecommunications 2

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video services 2

will 2