

**LICENSE AGREEMENT FOR ATTACHMENTS
OF CABLES AND ASSOCIATED EQUIPMENT**

THIS LICENSE AGREEMENT (“Agreement”) is effective the _____ day of _____, 2021 and is entered into by and between TUPELO WATER AND LIGHT, hereinafter called “Licensor,” a department of a municipality of the State of Mississippi, party of the first part, and TOMBIGBEE FIBER, LLC, a Mississippi limited liability company, hereinafter called “Licensee,” party of the second part. Licensor and Licensee may be referred to hereafter individually as a “Party” and collectively as the “Parties.” Exhibit A hereto is made a part hereof by this reference.

WITNESSETH:

WHEREAS, Licensee furnishes or may furnish lawful fiber communications services within and around the city limits of Tupelo, Mississippi, and has needed and will continue to need to erect and maintain aerial cables, wires and associated wireline appliances throughout the area to be served, and desires to attach certain of such fiber cables, strand, wires and wireline appliances (each, an “Attachment” and, collectively, the “Attachments”) to poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent that it may do so lawfully and consistent with other joint use and license agreements in effect, Attachments to its poles if, in Licensor’s judgment, such use will not interfere with its own service requirements, including considerations of economy, capacity, safety, reliability and generally accepted engineering standards, and if Licensor is protected and indemnified against costs to it arising from such use by Licensee; and

WHEREAS, this Agreement is limited to wireline Attachments and does not contemplate or authorize the attachment of wireless facilities to Licensor’s facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. Attachment Permit.

(a) Before making an Attachment to any pole or poles of Licensor, Licensee shall make application therefor in the form set forth in Exhibit A, hereto attached and made a part hereof, and if the proposed Attachment is satisfactory to Licensor, a permit therefor will be granted in the form set forth in such Exhibit A no later than thirty (30) days of Licensor’s receipt of the Licensee’s completed application; provided, however, that in the event Licensee submits applications covering more than twenty (20) proposed Attachments to Licensor within a single thirty (30) day period, Licensor shall have a reasonable period of time to consider and, if appropriate, grant a permit for the Attachments it deems satisfactory and will not be limited by the aforementioned thirty-day period. Upon receipt of such permit, Licensee shall have a non-exclusive, revocable license to make such Attachments to Licensor’s poles for any lawful communications purpose, subject to the provisions of this Agreement. Licensee shall obtain the express written approval of Licensor in the form set forth in Exhibit A prior to any material modification of an Attachment, provided that routine maintenance of Licensee’s Attachments shall not be considered a material modification requiring prior written approval. Licensee shall also obtain the express

written approval of Licensor prior to any use of Licensor's facilities or other property other than for the making of an Attachment and, except to the extent inconsistent with Licensor's written approval of such use, the obligations under this Agreement shall apply.

2. Maintenance and Relocation.

(a) Licensee shall, at its own expense, make and maintain such Attachments in safe condition and in thorough repair, and in a manner satisfactory to Licensor and so as not to interfere with the use of said poles by Licensor, or by other companies using said poles, or to interfere with the use and maintenance of facilities thereon or which may from time to time be placed thereon. Licensee shall, at its own expense, within thirty (30) days of notification from Licensor (unless, in Licensor's sole discretion, safety, emergency or power supply considerations or restoration efforts require Licensee to take corrective action within a shorter period), remove, relocate, replace, or renew its Attachments and facilities placed on said poles, or transfer them to substitute poles, or perform any other work in connection with the said Attachments and facilities that may be required by Licensor.

(b) Without limitation of the requirements of subsection (a), if any of Licensee's Attachments do not conform with the technical requirements and specifications listed in Section 3, Licensee shall at its own expense upon notice by Licensor correct any such nonconformance within fourteen (14) days of notification by Licensor (unless in Licensor's sole discretion safety considerations require Licensee to take corrective action within a shorter period).

(c) Should the Licensee fail to remove, relocate, replace or renew its facilities, fail to transfer its Attachments to the new pole or fail to perform any other work required of Licensee under subsections (a) or (b), immediately above (collectively, "Maintenance and Relocation"), after the date reasonably specified by Licensor for such Maintenance and Relocation ("Maintenance and Relocation Date"), Licensor will have the following rights, in addition to any other rights and remedies available under this Agreement:

(i) Licensor, in its sole discretion, may require Licensee to pay the full cost incurred by Licensor to return to the job site to inspect the status of Licensee's work and, as applicable, the cost incurred by Licensor to remove the old pole.

(ii) Licensor may, at Licensee's sole risk and without warranty of any kind, perform such Maintenance and Relocation work, and Licensee shall reimburse Licensor for the full expenses thereby incurred by Licensor.

The intent of this subsection is to ensure timely Maintenance and Relocation.

(d) Licensee shall establish and maintain a designated contact person or persons for ordinary Maintenance and Relocation requests of Licensor during Licensor's normal business hours and a designated contact person or persons for emergency Maintenance and Relocation requests. The designated contact person or persons for emergency Maintenance and Relocation requests shall be reasonably available to Licensor 24 hours per day, 7 days a week, throughout the year. As of the date of this Agreement, the designated contact persons are:

Tombigbee Fiber, LLC

662-8427635

Brian Wood - bwood@tombigbeelectric.com

Michael Dickinson - mdickinson@tombigbeelectric.com

Matt Fennell – mfennell@ tombigbeelectric.com

Toby Mask – tmask@ tombigbeelectric.com

(e) If requested by Licensor, Licensee will join the National Joint Use Notification System (“NJUNS”) or other similar notification system(s) identified and utilized by Licensor to facilitate required notices, including, but not limited to, any notices relating to Relocation and Maintenance work. Licensor will determine the extent to which notifications via NJUNS or other similar notification system will be utilized for delivering notices for various operational tasks under this Agreement and will notify Licensee of such requirements. Following notification of such requirements, from time to time, Licensee will comply with Licensor’s requirements.

(f) If requested by Licensor, Licensee will tag all of its Attachments to allow for ready identification of the type of Attachment and its owner. Licensee shall have six (6) months from the date of Licensee’s first request to tag Attachments that were authorized prior to the request. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with approved permanent identification markers. Should Licensor encounter any Attachments without required permanent identification markers, Licensor shall notify Licensee of such Attachments. Licensee shall thereafter have one hundred twenty (120) days from receipt of notice to place such markers, and if Licensee fails to mark such Attachments, each Attachment shall be subject to a one-time additional charge of five dollars (\$5.00) per unmarked Attachment and to on-going monthly charges in the amount of one dollar (\$1.00) per unmarked Attachment per month until such Attachment is appropriately marked.

(g) Nothing in this Section shall operate to impose any liability upon Licensor for any loss or injury arising directly or indirectly from Licensee’s failure to conform to applicable technical requirements and specifications, and nothing in this Section shall operate to relieve or in any way limit Licensee’s obligations to indemnify Licensor under this Agreement.

3. Minimum Requirements. Licensee’s fiber, cables, strand, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code in effect at the time the Attachment is made, and with any amendments or provisions of said code or practices made applicable to such Attachment, and in further compliance with any rules or orders now in effect or that hereafter may be issued by Licensor or any governmental authority having jurisdiction. Licensor may, from time to time, provide Licensee with drawings that are descriptive of required construction under some typical conditions, and that are to serve as construction guides for Licensee. Such drawings may be superseded, amended, or added to from time to time as may be required by Licensor, and Licensor may also from time to time impose such additional requirements on Licensee as deemed necessary in Licensor’s sole

discretion to promote the safe and efficient operation of Licensor's electric distribution system.

4. Pole Replacements and Rearrangements. In the event that any pole or poles of the Licensor to which Licensee desires to make Attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Licensor will notify the Licensee of any changes necessary to provide adequate poles and the estimated cost thereof. If the Licensee still desires to make the Attachments it shall authorize the Licensor to make the necessary changes and shall reimburse the Licensor for the full expense incurred by Licensor in making such changes. Where the Licensee's desired Attachments can be accommodated on present poles of the Licensor by rearranging Licensor's facilities thereon, the Licensee shall compensate the Licensor for the full expense incurred in completing such rearrangements. Licensor shall take reasonable steps to complete non-complex changes, rearrangements, or other construction necessary to make ready poles for said Attachments within sixty (60) days of approval of the permit issued pursuant to Section 1 herein; provided, however, that if make ready work is required for more than ten (10) poles at one time or if such make ready work is of a complex nature, Licensor shall complete such changes, rearrangements, or other construction of each pole within a reasonable period of time and not necessarily within the aforementioned sixty (60) day period. The Licensee will also reimburse the owner, or owners, of other facilities attached to said poles for the full expense incurred by such owner or owners, in transferring or rearranging said facilities. Any straightening of poles (guying) required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the satisfaction of the Licensor. Licensee shall pay Licensor for actual engineering costs, plus applicable overheads, resulting from engineering studies regarding routing, spacing and design changes made necessary because of facilities proposed by and for the Licensee. When multiple applications, including any application of Licensee's, are received by Licensor with respect to any pole or anchor which must be replaced or rearranged to provide additional space, prior to commencement of the work on that pole or anchor, Licensor will endeavor to prorate to the extent that it is practical between Licensee and the other applicants for pole or anchor space, the common expenses of engineering, rearrangement and replacement, if any, which result from the processing of multiple applications. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee.

5. Required Removal or Relocation.

(a) Should Licensor, another utility or entity with whom Licensor then has a joint use agreement, or a governmental entity need for its own service requirements the space occupied by Licensee's Attachments, Licensee will be notified that it shall either surrender its license for those Attachments and, at its own expense, vacate the space by removing such Attachments, or it shall authorize Licensor to replace or rearrange the applicable poles, at Licensee's full expense, in accordance with Section 4 of this Agreement; provided, however, Licensee shall not be required to remove or relocate any Attachment to allow attachments of a third party until the attaching party pays Licensee's reasonable costs of removal or relocation, unless such third party possesses a legal right to make such attachment that existed before the date Licensor granted Licensee a permit to make its Attachment.

(b) If Licensor moves any portion of its overhead system underground, Licensee shall remove its Attachments from the affected poles within sixty (60) calendar days of receipt from notice from Licensor, and Licensee must either relocate its affected facilities underground or must find other means to accommodate such facilities. If the Licensee does not remove its facilities within sixty (60) days, Licensee shall be subject to the fees set forth in Section 2(c), above, until such facilities

are removed, and Licensor may also remove such facilities at Licensee's expense and at Licensee's sole risk.

(c) In the event that Licensee's use of Licensor's pole is or becomes (in the determination of Licensor) forbidden by federal, state, county or municipal authorities or by owners of private property, Licensor shall provide sixty (60) days' notice (or less if required in the determination of Licensor) to Licensee that the authorization for the Attachment will be terminated and that Licensee must remove the Attachment at its own expense. If the Licensee does not remove its facilities within the designated period, Licensee shall be subject to the fees set forth in Section 2(c), above, until such facilities are removed, and Licensor may remove such facilities at Licensee's expense and at Licensee's sole risk.

(d) Nothing in this Section 5 shall limit the authorization of Licensor to require maintenance, removal or relocation of Attachments in accordance with the provisions of Section 2, above.

6. Pole Count.

(a) Periodic Pole Count. On or about December 31, 2022 and no more often than every three (3) years thereafter, Licensor (or a third party contractor selected by Licensor) shall perform an inventory of Attachments on its poles in all of the territory covered by this Agreement for the purpose of verifying the number and location of Attachments. Licensee may provide a representative to participate in such pole counts, and such pole counts to determine the number of Licensee's Attachments shall be at Licensee's expense; provided, however, that Licensor shall use reasonable efforts to coordinate pole counts required under this Agreement with pole counts required under other agreements so the costs associated with such pole counts can be shared among users of Licensor's poles. By participating in such pole counts, Licensor does not assume any obligation or responsibility for Licensee's Attachments nor do such pole counts relieve Licensee of any responsibility, obligation, or liability that accrue under this Agreement for Attachments actually made or maintained by Licensee during the term hereof.

(b) Fee for Unreported Attachments. If any Attachments shall be found on Licensor's poles for which no license is outstanding, then without prejudice to its other rights or remedies under this Agreement or otherwise, Licensor may impose (i) impose a past rental charge, and (ii) require Licensee to submit an application for such Attachment in accordance with the provisions of Section 1 (and Licensee acknowledges that Licensor shall disregard Licensee's prior use of the Attachment and that such application shall be considered in the same manner and to the same extent as other applications for new or modified Attachments are considered under this Agreement). For purposes of determining the charge, in the absence of satisfactory evidence to the contrary, the Attachment shall be treated as having existed since the last annual payment date to be included on the upcoming year's payment. No act or failure to act by Licensor with regard to said fee or said unlicensed use shall be deemed as a ratification of the unlicensed use, and if any permit for an Attachment should be subsequently issued under Section 1 of this Agreement, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights under this Agreement.

7. Safety Precautions. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and to avoid interference with Licensor's safe and efficient

operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Licensee shall promptly notify Licensor within 7 days of Licensee's (and/or its contractor's) discovery of such injury, damage or interference. At Licensor's option, and without waiver or limitation of other rights of Licensor under this Agreement, Licensee shall promptly within 7 days of receipt of notice from Licensor either (i) repair such damage and/or resolve such interference, or (ii) compensate Licensor for the cost of repairing any such damage and/or resolving such interference, and in all events shall indemnify Licensor as provided in Section 16.

8. Limitation of Liability. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption to service of Licensee or for interference, however caused, with the operation of the cables, wires and appliances of Licensee, arising in any manner out of the use of Licensor's poles hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Licensor or those jointly using Licensor's poles may have upon the Attachments or the transmissions of Licensee, even if the cause of such effects are attributable to the negligence (including, to the fullest extent permitted by law and without limitation, Licensor's sole negligence) on the part of Licensor or its agents. Without limitation of the foregoing and to the fullest extent permitted by applicable law, Licensor shall not, in any circumstance, be liable to Licensee for any indirect, incidental, or consequential damages (including but not limited to loss of profits, damages to business reputation, lost opportunity, or other remote items of damage) arising in any manner out of the use of Licensor's poles hereunder.

9. Assumption of Risk. Licensee expressly assumes responsibility for determining the condition of all poles to be climbed or worked on by its employees, agents, contractors or subcontractors, and to the fullest extent permitted by law, assumes all risks (including, without limitation, risks arising from Licensor's sole negligence) related to the construction, operation and maintenance of Licensee's Attachments on Licensor's facilities.

10. Qualifications of Employees, Agents and Contractors.

(a) Licensee shall require all of its employees, agents and contractors that install or maintain the Attachments to be appropriately qualified and trained to work on and in the vicinity of electric distribution poles.

(b) Licensee shall require its contractors to comply with the work rules and other operating requirements of Licensor under this Agreement and with the insurance and indemnification obligations of Licensee under this Agreement as if each such contractor were the Licensee for purposes of this Agreement. Licensee shall ensure that Licensor is an intended third party beneficiary of such requirements with enforceable rights against each such contractor, and that such rights are enforceable against each such contractor in the same manner and to the same extent as Licensor has such rights against Licensee under this Agreement. Without limitation of the other requirements of this Agreement, Licensee shall indemnify Licensor for all liabilities, claims, demands and costs (including, without limitation, any attorneys' and/or legal fees or costs) arising from its failure to comply with the requirements of this Section.

11. Legal Authority. Each Party shall be responsible for obtaining its own rights-of-way and easements. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY

UNDERLYING LICENSOR'S DISTRIBUTION POLES. Licensee shall submit to Licensor evidence, upon reasonable request of Licensor and in a form reasonably satisfactory to Licensor, of Licensee's authority to erect and maintain its facilities within public streets, highways and other thoroughfares, and shall secure any necessary consent from state or municipal authorities or from the owners of the property upon which the poles are located to construct and maintain Licensee's facilities thereon. Licensee shall continue to maintain all such required authorizations and consents during the term of this Agreement, and Licensee shall indemnify, protect, and save harmless Licensor from and against any and all claims and demands including without limitation any attorney and/or legal fees or costs incurred by Licensor which result from claims of governmental bodies, property owners, or others that in any way result from Licensee not having a sufficient right or authority for placing and maintaining Attachments on Licensor's poles.

12. Attachment Fee.

Licensee shall pay to the Licensor, for Attachments, including service drops, made to poles under this Agreement, a rental at the rate of \$12.96 per Attachment per year, which is the rate effective as of October 1, 2021 and which shall remain in effect until September 30, 2022. Rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of September of each year. Payments shall be made within thirty (30) days of Licensee's receipt of Licensor's invoice for such Attachment Fee, as set forth in herein. The Parties understand and agree that the Tennessee Valley Authority is the Licensor's regulator and may determine a different rate is appropriate. In the event that TVA requires a different rate (the "TVA rate"), the TVA rate shall be so adjusted and applied from and after the effective date of the TVA rate.

13. Adjustment of Attachment Fee. Upon the expiration of the rate period set forth in Section 12, above, the then applicable rate shall be escalated, effective October 1, 2022, and annually thereafter, at a rate of 3% per year. In the event that TVA requires that a different rate should be used, the TVA rate shall be used.

14. Precautions of Licensee. Licensee shall exercise precautions to avoid damage to facilities of Licensor and of others supported on Licensor's poles, and hereby assumes responsibility for any and all loss for such damage attributable to Licensee's actions or failures to act, including those of its agents and contractors. Licensee shall make an immediate report to Licensor upon Licensee's discovery of the occurrence of any such damage and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Licensor for the full expense incurred by Licensor in making repairs.

15. DISCLAIMER OF ALL WARRANTIES. LICENSOR MAKES NO WARRANTIES UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR FURTHER SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S DISTRIBUTION POLES.

16. Indemnification of Licensor.

(a) Licensee shall indemnify, protect, and save Licensor, as well as the City of Tupelo, Mississippi, harmless from and against any and all liabilities, claims, demands and costs (including, without limitation, any attorneys' and/or legal fees or costs) incurred by reason of (a) damage to property, (b) injury to or death of persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and (c) any slander, defamation, or infringement claim, provided that the foregoing liabilities, claims, demands and costs arise out of or are caused by the erection, maintenance, presence, use, removal, or abandonment of Licensee's Attachments, or by the proximity of the respective cables, wires, apparatuses and appliances of the Licensee to any of the facilities belonging to the Licensor or to parties jointly using the Licensor's poles, or by any act of Licensee or its employees, agents and contractors on or in the vicinity of Licensor's poles. Licensee shall further indemnify, protect, and save Licensor harmless from and against any and all other liabilities, claims, demands and costs (including, without limitation, any attorneys' and/or legal fees or costs) which may arise out of or be caused by the erection, maintenance, presence, use, removal, or abandonment of said Attachments, or by the proximity of the respective cables, wires, apparatus and appliances of the Licensee to any of the facilities belonging to the Licensor or to parties jointly using the Licensor's poles, or by any act of Licensee on or in the vicinity of Licensor's poles. The obligations of this Section 16 shall survive termination or non-renewal of this Agreement, shall be enforced to the fullest extent permitted by applicable law (including without limitation and to the fullest extent permitted by law, to cover liabilities, claims, demands and costs arising from Licensor's sole negligence), and the obligations of this Section 16 shall be construed liberally in favor of indemnification of Licensor.

(b) The indemnification obligations of Licensee under this Section 16 and under other provisions of this Agreement are cumulative and not exclusive. Licensor's request for indemnification under one or more Sections shall not preclude or in any way waive or limit Licensor's ability to seek indemnification under other provisions of this Agreement.

17. Insurance. Licensee shall carry insurance, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. Licensee shall ensure that Licensor is named as an additional insured on all applicable policies. The amounts of such insurance against liability due to damage to property or to injury or death of persons as to any one occurrence shall be in the amount of \$2,000,000.00 per injury or damage claim with a total of \$5,000,000.00 against all damage claims. Licensee shall also carry such insurance as will protect it from claims under any workers' compensation laws in effect that may be applicable to it. Licensee shall submit to Licensor certificates from each company insuring Licensee demonstrating that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel, change, nor fail to renew any policy of insurance issued to Licensee except after thirty (30) days' notice to Licensor. Notwithstanding any other provision in this Agreement to the contrary, Licensor may immediately terminate this Agreement upon cancellation or non-renewal of any of the policies required under this Section 17.

18. Removal of Attachments. Licensee may at any time remove its Attachments from any pole or poles of Licensor, but shall give Licensor written notice of all such removals during the covered reporting period no less frequently than monthly. No refund of any rental will be due on account of such removal, and Licensee shall follow the process under Section 1 of this Agreement before making any new Attachments to such pole or poles.

19. Impermissible Attachments. Upon notice from Licensor to Licensee that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall be terminated and the Attachments of Licensee shall be removed from the affected pole or poles, at Licensee's sole cost and expense. Licensor may, in its sole discretion, allow Licensee reasonable opportunity to attempt to resolve any such dispute with municipal authorities or property owners prior to requiring removal of such Attachments, but such decision shall be without limitation or waiver of any rights Licensor may have under this Agreement including, without limitation, Section 11, Section 16, or this Section 19.

20. Abandonment. If the Licensor desires at any time to abandon any pole, it may give the Licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole, or Licensor may alternatively abandon the pole to another licensee of Licensor ("Another Licensee") upon not less than thirty (30) days prior notice. In the event of an abandonment to Another Licensee, Licensor shall provide Licensee with a copy of the notice of Licensor's intent to abandon such pole. If, at the expiration of such period, the Licensor shall have no attachments on such pole but the Licensee shall not have removed all of its Attachments therefrom, such pole shall thereupon become the property of the Licensee (or of Another Licensee as specified in the notice to Licensee). In the event of any abandonment, whether to Licensee or to Another Licensee, and without limitation of other requirements of Licensee under this Agreement, the Licensee shall indemnify Licensor from all obligation, liability, damage, cost, expenses or charges incurred thereafter (including attorney and/or legal fees or costs) because of, or arising out of, the presence or condition of such pole or poles or the presence of any of Licensee's Attachments thereon. If Licensor abandons a pole or poles to Licensee, then Licensee shall also pay the Licensor a sum equal to the then value in place of such abandoned pole or poles, or such other equitable sum as may be agreed upon between the parties.

21. Termination Upon Default. If Licensee shall fail to comply with any of the provisions of this Agreement, including the technical requirements and specifications set forth in Section 3 hereof, or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, terminate this Agreement or the permit covering the poles as to which such default or non-compliance shall have occurred.

22. Payment.

(a) Whenever Licensee is required under this Agreement to reimburse Licensor for Licensor's costs or expenses, such costs and expenses shall include Licensor's full cost and expense determined in accordance with Licensor's regular and customary methods for determining such cost and expense, including without limitation, applicable overhead charges, administrative costs and related costs and expenses.

(b) Whenever Licensee is required under this Agreement to reimburse Licensor for Licensor's costs and expenses, Licensor may in its sole discretion require Licensee to submit a deposit in an amount up to Licensor's reasonable estimate of the costs and expenses associated with such work prior to performing all or any part of such work. The failure to require an advance payment shall not constitute a waiver of Licensor's ability to present Licensee with a bill for such costs.

(c) Except for advance payments expressly required in this Agreement, bills for expenses, Attachment fees, and other charges under this Agreement shall be payable within thirty (30) days after presentation, and a late charge payment charge of 1.5% per month (or the maximum amount permitted by applicable law) shall apply to the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid. Non-payment of a bill shall constitute a default under this Agreement.

(d) If at any time Licensee fails to pay a bill for Attachment fees within thirty (30) days after presentation, Licensor may, in addition to such other rights as Licensor may have under this Agreement, at any time thereafter and from time to time in its sole discretion, require Licensee to immediately submit a deposit in an amount up to Licensor's reasonable estimate of the Licensee's Attachment fees for the following year. The failure to require an advance payment shall not constitute a waiver of Licensor's ability to present Licensee with a bill for such Attachment fees.

23. Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect. To be effective, any waiver must be in writing and signed by the party granting the waiver.

24. No Effect on Other Agreements. Except as expressly set forth in this Agreement, nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and Licensor shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such contracts and arrangements existing prior to each Attachment permit granted by Licensor. The attachment privileges herein granted shall be non-exclusive and the Licensor shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation.

25. Assignment. Licensee shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of Licensor, which consent may not be unreasonably withheld. Licensor may condition such consent upon the assignee's or transferee's agreement to the terms and conditions set forth in this Agreement as they may be reasonably added to or modified by Licensor.

26. No Ownership or Property Rights. No use, however extended, of Licensor's poles under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any of said poles for a period longer than demanded by its own service requirements.

27. Term. This Agreement shall become effective upon its execution and if not otherwise terminated, shall continue in effect for a term of one (1) year. Thereafter, this Agreement shall automatically renew for terms of one (1) year. In addition to other rights of termination arising under this Agreement, either party may terminate this Agreement by giving to the other party at least six (6) months' written notice of intention to terminate prior to the expiration of the then-existing term. Upon termination of the Agreement in accordance with any of its terms, Licensee shall remove its cables, wires and appliances from all poles of Licensor within ninety (90) days of termination. If not so removed, Licensor shall have the right to remove them at the full cost and expense of Licensee and without any liability therefor.

28. Bond Requirements. Licensee shall furnish and continuously maintain bond or satisfactory evidence of contractual insurance coverage to guarantee the payment of any sums which may become due to Licensor for rentals or for work performed for the benefit of Licensee under this Agreement by any of its provisions in the amount equal to the current rental charge multiplied by the total number of poles attached, but in no case less than \$20,000.00.

29. Permitted Successors and Assigns. Subject to the provisions of Section 25, hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

30. Unauthorized Attachments. Without limitation or waiver of any other rights that Licensor may have under applicable law, the obligations (but not the rights) of Licensee under this Agreement shall apply to any unauthorized Attachment or other unauthorized use of Licensor's system, facilities, or other property, as if such use were an authorized Attachment. No act or failure to act by Licensor with respect to any unauthorized attachment shall be deemed to ratify or license the unauthorized Attachment.

31. Survival of Obligations. Notwithstanding any termination or non-renewal of this Agreement and without limitation of Section 16, the obligations (but not the rights) of Licensee under this Agreement shall continue to apply to any Attachment, unauthorized Attachment or other authorized or unauthorized use of Licensor's system, facilities, or other property for so long as Licensee continues to use Licensor's system, facilities, or other property.

32. Force Majeure. Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this section and its effect on performance required under this Agreement.

33. Notice. Notices shall be written, and when (a) personally delivered, effective on delivery; (b) sent by facsimile or electronic mail, effective upon receipt; or (c) sent by certified United States mail or reputable overnight courier, return receipt requested, effective upon receipt. All such notices shall be addressed to the parties as set forth on the signature page hereof, or to any other address specified in writing by either party.

LICENSOR

Johnny Timmons
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Tupelo, MS 38804
(662) 841-6460
J.Timmons@tupeloms.gov

LICENSEE

Scott R. Hendrix
P.O. Box 89
Tupelo, MS 38802
(662) 842-7635
shendrix@TombigbeeElectric.com

34. Applicable Law. This Agreement is deemed executed in the State of Mississippi and

shall be construed under the laws of the State of Mississippi, without regard to its conflict of laws principles. Any legal action regarding enforcement of this Agreement shall be commenced and heard in the appropriate court having jurisdiction and venue in Lee County, Mississippi (“Court”), and the Parties consent and submit to the jurisdiction and venue of the Court.

SIGNATURE PAGE BELOW

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

TOMBIGBEE FIBER, LLC.

By: _____
SCOTT R. HENDRIX, CEO

ADDRESS

CITY OF TUPELO ELECTRIC DEPARTMENT

By: _____
JOHNNY TIMMONS, Director

EXHIBIT A

PERMIT NO. _____
SUPERSEDING _____

APPLICATION AND PERMIT FOR ATTACHMENTS

By: TOMBIGBEE FIBER, LLC

To: CITY OF TUPELO ELECTRIC DEPARTMENT

We, the undersigned, TOMBIGBEE FIBER, LLC, hereby request permission to make the following attachments to your poles and fixtures described below, at the rentals and under the terms and conditions of, and according to the specifications contained in the LICENSE AGREEMENT, executed between us on _____.

GENERAL NATURE OF DETAIL OF ATTACHMENTS

(Show each class of attachments separately, and attach a drawing of sites and poles covered by this request that includes, at a minimum, all pole locations and, for each pole, existing attachments on each such pole, including the lowest existing power line, all street lighting and similar attachments, and other existing communications, cable and similar attachments)

LOCATION OF POLES	NUMBER, TYPES AND HEIGHT OF ATTACHMENTS	RATE PER YEAR PER ATTACHMENT	TOTAL ANNUAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOMBIGBEE FIBER, LLC

By: _____

Date: _____

Title: _____

The above attachments have been approved as of _____(Date).

CITY OF TUPELO ELECTRIC DEPARTMENT

By: _____

Title: _____