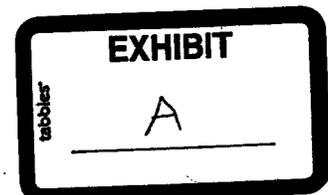


## EQUIPMENT HOUSING LICENSE AGREEMENT (NASHVILLE-DAVIDSON)

This Equipment Housing License Agreement ("Agreement") is entered into by The Metropolitan Government of Nashville and Davidson County ("Metro") and the Google Fiber company ("Licensee") identified on the signature page of this Agreement. Metro and Licensee agree to the terms and conditions set forth below.

- 1. Purpose.** Licensee needs rights to occupy and use various real property sites that may be owned by Metro. The sites will be used for the purpose of constructing structures that will house network equipment and fiber that are part of Licensee's fiber optic network ("Network Hut"). The construction of each Network Hut will be based on the specifications described in Exhibit A to this Agreement, which may be amended by agreement between Metro and Licensee.
- 2. Location of Sites for Network Huts.** Licensee will identify and propose to Metro the location of various sites for Network Huts on parcels of real property owned by Metro in fee (individually, a "Property" or collectively, the "Properties"), which shall not include streets or any other public rights-of-way ("PROW") (although if a particular Property is landlocked with no outlet to the PROW, an easement between the Property and the PROW may be granted as a part of the Site Terms specific to that Property). Licensee and Metro will work together in good faith to agree upon the Property to be used for each Network Hut. When Licensee and Metro agree upon specific Properties, the parties will complete and sign the form attached as Exhibit B to this Agreement ("Site Terms") for each Property, subject to approval of Metro Council by a resolution receiving twenty-one (21) affirmative votes. The Site Terms include a legal description of the Property, the rent to be paid for use of the Property and any other special terms or requirements applicable to the Property. Licensee's occupancy and use of each Property will be subject to this Agreement, including the terms set forth in the applicable Site Terms, as well as all applicable zoning and land use laws and regulations.
- 3. Licensee Rights and Obligations.** Metro grants to Licensee the right to access, enter, occupy and use each Property at any time for the purpose of constructing, operating and maintaining each Network Hut and no other rights are granted pursuant to this Agreement. Metro grants these rights solely to the extent it has such rights, title and interest in to the Property, without any express or implied warranties. This Agreement is not a franchise and gives Licensee no right to use, erect or install anything in the Metro PROW. Licensee will obtain all applicable licenses, permits and other authorizations required to construct, operate and maintain the Network Hut, to install facilities in the PROW and to offer Licensee's services. Licensee will construct the Network Hut in accordance with all applicable laws and permitting requirements. Licensee will use the Property and maintain the Network Hut in accordance with all applicable laws and reasonable requirements and will keep the site secure (based on applicable standards) and reasonably free from debris, litter and graffiti.
- 4. Effective Date and Term.** This Agreement is effective on the last date it has been signed by both parties ("Effective Date"). The initial term of the Agreement is twenty (20) years from the Effective Date (the "Initial Term"). Following the Initial Term, this Agreement shall renew for two successive five (5) year periods (the "Renewal Terms"), unless Metro provides Licensee with written notice that it does not wish to renew the Agreement. Metro must provide such written notice at least ninety (90) days prior to any renewal date of the Agreement.
- 5. Termination of Agreement or Site Terms.** Licensee may terminate this Agreement or the Site



Terms for a specific Property at any time with thirty (30) days written notice to Metro. Metro may terminate this Agreement in the event of a material breach of this Agreement by Licensee and Licensee fails to cure the breach within sixty (60) days of receipt of written notice from Metro. Metro may also terminate the Site Terms for a specific Property by providing a minimum of one hundred eighty (180) days written notice to Licensee if Metro determines that the specific Property is needed for a reasonable and necessary public purpose or if the public health, safety and welfare require otherwise. Following such written notice, Metro agrees to use its best efforts to find an alternative Metro owned site that Licensee may use as a replacement. Upon any termination or expiration of this Agreement, in whole or in relation to a particular Property, Licensee will vacate the Property and return it to its original condition.

6. **Rent and Costs.** Licensee agrees to pay to Metro rent for each Property in the amount of \$1.60 per square foot, per year, which rent will also be set forth in the Site Terms for each Property for Network Hut location in Exhibit B (the "Rent"). The Rent shall be paid on an annual basis for each Property. Licensee shall be responsible for all its costs associated with construction, operation and maintenance of all Network Huts and Properties. Payments shall be delivered by Licensee within forty-five (45) days of the payment due date agreed upon by the parties. The Rent shall be subject to an annual escalation factor of three percent (3%). At the end of the Initial Term and any Renewal Terms, Metro may adjust the annual rent based on prevailing market conditions, and on the terms of rental agreements for similar Metro properties, by increasing the annual rent subject to all Properties and similar Metro property, on a basis that would be non-discriminatory as between Licensee and all similarly-situated tenants of similar Metro property to the extent Metro's leases for such other Metro property so allow. If the Parties cannot agree to the proposed increase in rent, an independent real estate appraiser will be engaged at the expense of Licensee to determine the appropriate increase in rent. Both Parties must agree on the independent appraiser. If the Rent is not adjusted at the end of the Initial Term or any Renewal Terms, the same annual rent methodology will remain in effect during any Renewal Terms including the annual escalation factor of three percent (3%). Rent installments unpaid by the due date will bear interest at the rate of one and a half percent (1.5%) per month.
7. **Taxes.** Licensee shall pay all taxes and assessments, ordinary and extraordinary, general and specific, including the same for all tax years covered by the term of this License, which may be levied or assessed on the Network Hut or the Property.
8. **Indemnification.** Licensee will defend and indemnify Metro, its officers, elected representatives, and employees from any claims and liabilities related to any third party claim for property damage, personal injury or death to the extent caused by Licensee or its contractors. Licensee will have the right to control the defense of any such claim, subject to Metropolitan Government's process for approval of settlements of claims. If, in Metro's reasonable judgment, a conflict exists between the interests of Metro and Licensee in such a claim, Metro may retain its own counsel whose reasonable fees will be paid by Licensee.
9. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION SHALL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW. Notwithstanding anything in this Section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

10. **Insurance.** At all times while this Agreement is in effect, Licensee shall maintain commercial general liability insurance with an aggregate limit of one million dollars (\$1,000,000) and a per occurrence limit of one million dollars (\$1,000,000), covering all Network Huts and Properties. The commercial general liability insurance aggregate limit shall apply solely to the locations included in this agreement. Prior to obtaining any permits for the construction or erection of Network Huts on Properties, Licensee or Licensee's insurance carrier shall furnish Metro with a certificate of commercial general liability insurance in the amount of one million dollars (\$1,000,000), naming Metro as additional insured on the general liability policy with regards to any lawsuit or claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction, installation, operation and maintenance of the Network Huts. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. The Metropolitan Director of Insurance will be included as a party to be notified under the policy in the event of any non-renewal, cancellation or material change in coverage in accordance with the terms of such policy.
11. **Notice.** All notices related to this Agreement will be in writing and sent to the address set forth in each signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.
12. **General Provisions.** This Agreement is governed by the laws of the state where the Network Huts are located. Metro will make the entirety of the rights set forth in this Agreement available to other network-based providers of internet access and multichannel video programming services in a non-discriminatory manner, including access to the Metro's infrastructure, poles, conduits, assets and rights of way to the extent set forth in this Agreement, on rates, terms and conditions that are as favorable as those Metro provides to Licensee for the same access; recognizing that the equivalent consideration afforded by other service providers may be different than what Licensee is obligated to provide under this Agreement. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement may not be assigned by Licensee without the consent of Metro except for assignments to Licensee's affiliates or in connection with a merger, acquisition, sale of Licensee's network assets or similar transactions. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees to: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96). Notwithstanding anything to the contrary herein, the parties shall comply with and this agreement shall be construed subject to all applicable federal, state and local laws and regulations.

LICENSEE: \_\_\_\_\_

METRO: \_\_\_\_\_

(Authorized Signature)

(Authorized Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**Address:** 1600 Amphitheatre Parkway  
Mountain View, CA 94043

**Address:** P.O. Box 196300  
Nashville, TN 37219-6300

**Date:**

**Date:**

ATTEST:

\_\_\_\_\_  
Shannon Hall, Metropolitan Clerk

Date: \_\_\_\_\_

APPROVED AS TO AVAILABILITY OF FUNDS:

  
\_\_\_\_\_  
Richard M. Riebeling, Director  
Department of Finance

APPROVED AS TO RISK AND  
INSURANCE:



Balogun Cobb, Director of Insurance

APPROVED AS TO FORM AND  
LEGALITY:

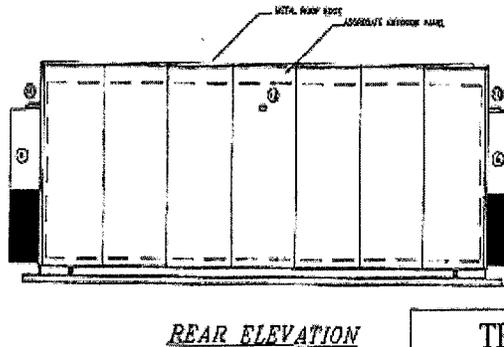
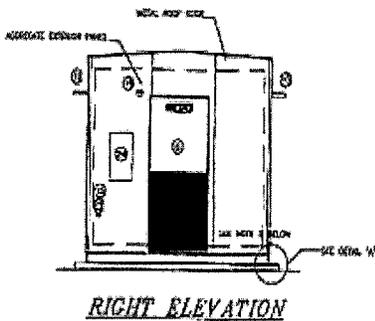
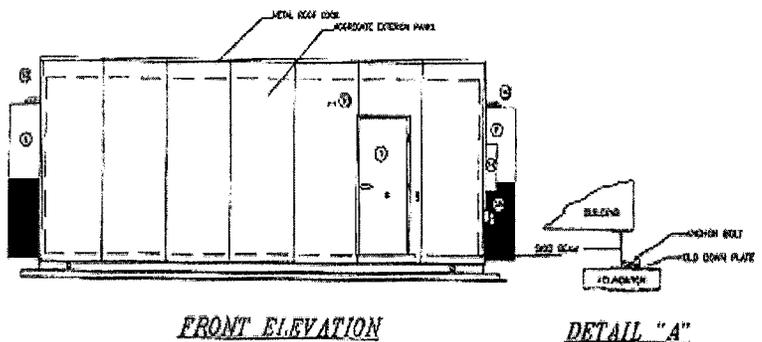
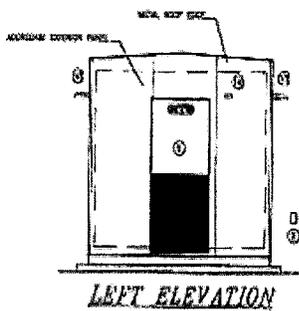


Assistant Metropolitan Attorney

FORM 15000

**EXHIBIT A**  
**NETWORK HUT SPECIFICATIONS**

*EXHIBIT B*



1. NO TAGS OR ANY MARKING IS TO BE SHOWN ON THE EXTERIOR OF THE BUILDING OR DOORS. INSTALL 8"x8" ALUMINUM PLATE ON THE INTERIOR OF THE BUILDING FOR ALL TAGS AND INSTRUCTIONS.
2. ADD AN EXTENSION TO EACH AIR CONDITIONER DRAIN TUBE TO DRAIN WATER AWAY FROM THE FOUNDATION.

**PROJECT**  
**COOPEL FIBER**

THIS DRAWING CONTAINS PROPRIETARY INFORMATION OF THERMOBOND BUILDINGS, LLC. IT IS INTENDED SOLELY FOR THE INFORMATION AND USE OF PARTIES APPROVED AND WARRANTS THE INFORMATION UNLESS OTHERWISE STATED AND MAY NOT BE COPIED, REPRODUCED OR DISCLOSED TO ANY OTHER PARTIES FOR ANY OTHER PURPOSE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THERMOBOND BUILDINGS, LLC.

<b>THERMOBOND BUILDINGS</b>	
<small>238 W. Grant P.O. Box 4-4, Elk River, MN 55329-0440 Phone: 651-709-2511 www.thermobond.com</small>	
<small>Scale: 1/16" = 1'</small>	<b>DATE:</b> EXTERIOR LAYOUT FOR
<small>DATE:</small> 7/24/12	11'-6" W. X 28' L. X 9' H. BLDG.
<small>Drawn By:</small> ORL	<small>Project Number:</small> AGB8581
<small>Approved By:</small>	<small>Sheet No.:</small> 4 of 4
	<small>PAGE 6 OF 15</small>

**EXHIBIT B**

**NETWORK HUT SITE TERMS**

1. **Legal Description of Property for Network Hut Location (describe below or attach legal description).**
  
  
  
  
  
  
  
  
  
  
2. **Annual Rent:**
  
  
  
  
  
  
  
  
  
  
3. **Other terms or requirements applicable to Property.**

**LICENSEE:** \_\_\_\_\_

**METRO:** \_\_\_\_\_

\_\_\_\_\_  
**(Authorized Signature)**

\_\_\_\_\_  
**(Authorized Signature)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Title)**

**Address:** 1600 Amphitheatre Parkway  
Mountain View, CA 94043

**Address:**

**Date:**

**Date:**