

AMENDMENT TO POLE ATTACHMENT AGREEMENT

THIS AMENDMENT (hereinafter "Amendment") to the 2014 Pole Attachment Agreement, by and between the City of Columbia, Missouri (hereinafter "City"), and Socket Telecom, LLC, a limited liability corporation organized under the laws of the State of Missouri, and with the authority to transact business within the State of Missouri ("Company"), is entered into on the date of the last signatory noted below (the "Effective Date"). City and Company are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, on June 24, 2014, City and Company entered into a Pole Attachment Agreement (hereinafter "Agreement") allowing the attachment of Company's equipment to the communications space on poles owned by City for the purposes and within the limitations set forth in the Agreement; and

WHEREAS, the Agreement included a term of five (5) years; and

WHEREAS, following the end of the five (5) year term of the Agreement, the Parties have continued performance under an implied contract; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement and as otherwise set forth in this Amendment.

AMENDMENTS

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the Parties agree to amend the Agreement, consistent with Section 23 of the Agreement, as follows:

1. Section 20 is hereby amended by removing the existing language which stated:

20. This Agreement shall be in effect from the date of its execution and, if not terminated in accordance with the provisions of Sections 13 and 15, shall continue in effect for a term of five (5) years.

and inserting the new Section 20 which shall state:

20. This Agreement shall be in effect from the date of its execution and, if not terminated in accordance with the provisions of Sections 13 and 15, shall continue in effect for an initial term of five (5) years, followed by subsequent renewal term(s) of five (5) years, which such renewal(s) shall occur automatically unless, at least sixty (60) days prior to the upcoming renewal, a Party provides written notice of its intention to not renew the Agreement to the other Party.

2. Exhibits A and B, as amended, attached hereto and incorporated herein, are readopted as part of the Agreement by this Amendment.

3. The terms and conditions of the Agreement are modified by this Amendment as specifically set forth herein. All other terms of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and readopted by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory to this Amendment.

CITY OF COLUMBIA, MISSOURI

By: De'Carlon Seewood, City Manager *ESK*

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that no City funds shall be expended pursuant to this Amendment.

By: _____
Matthew Lue, Director of Finance

SOCKET TELECOM, LLC

By: *R. Matthew Kohly*

Printed Name: R. Matthew Kohly

Title: Director – Business Development

Date: January 7, 2025

ATTEST:

By: *Elizabeth J Sprout*

Name: Elizabeth J Sprout

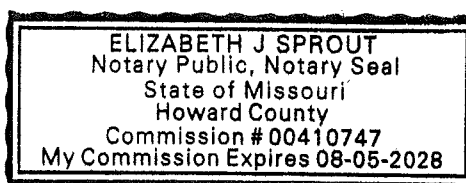


EXHIBIT A

Permit No.

APPLICATION AND CONDITIONS TO MAKE ATTACHMENTS OF
FIBER OPTIC CABLE AND NECESSARY APPURTENANT FACILITIES

APPLICATION

To Columbia Water and Light Department of Columbia, Missouri:

In accordance with the terms and conditions of Separate Agreements between Socket Telecom, LLC ("Company") and the City of Columbia, Missouri, Water and Light Department, application is hereby made by Company for permission to make attachment of Socket facilities to communications space on _____ poles, all in Columbia, Missouri, at locations on the attached sketch.

(Company)

By: _____

Printed Name: _____

Date: _____

CONDITIONS AND ACCEPTANCE FOR FIBER ATTACHMENTS

It has been determined that _____ is the owner
(Name of Company)
of _____ poles covered by the above application as indicated on the attached sketch. In order to provide space for Socket attachments on poles covered by the above application, it will be necessary for _____ to make changes to its distribution

(Name of Company)
system as noted on the attached sketch. These changes are estimated to cost \$_____. If this meets with your approval please indicate your acceptance in the space provided and return this form to us along with a deposit in the amount of the estimate for making the changes. After receipt of your acceptance, we will proceed to make such changes, billing you for the cost thereof upon completion of the work, with full credit given for the amount deposited.

ACCEPTED:

(Company)

By: _____

Date: _____

(Water & Light Department)

By: _____

Date: _____

(Submit three copies, with sketches, of the above to City of Columbia, Water and Light Department, Attn: Electrical Distribution Manager, 1514 Bus Loop 70 E, Columbia, MO 65201)

Removal Notice # _____

EXHIBIT B

NOTICE OF REMOVAL OF POLE ATTACHMENTS
FROM POLES OWNED BY THE COLUMBIA WATER AND LIGHT DEPARTMENT

Date: _____

To Columbia Water and Light Department:

In accordance with the terms and conditions of the Agreement between Socket Telecom, LLC and the City of Columbia, Missouri, you are hereby notified of our desire to remove our attachments from the communications space and power sources on your poles in Columbia, Missouri, as shown on the attached sketch identified as _____.

Socket Telecom, LLC

By: _____

Printed Name: _____

Date: _____

Inventory of Poles and Power Sources Recognized as Used by Socket Telecom, LLC

	Previous Balance	Removed by this Notice	New Balance
Poles:	_____	_____	_____
Power Sources:	_____	_____	_____

RECEIPT OF NOTICE ACKNOWLEDGED
COLUMBIA WATER AND LIGHT
DEPARTMENT

By: _____

Printed Name: _____

Date: _____

(This notice of removal must be made in quadruplicate)