

BT EXHIBIT 8

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 18th day of July, 2008, by and between the City of Burlington Board of School Commissioners (hereinafter called the "Board") and the City of Burlington d/b/a Burlington Telecom (hereinafter called "City").

WITNESSETH:

WHEREAS, the City of Burlington is the owner of certain real property in the City of Burlington located at 287 Shelburne Road, 1364 North Avenue, 1645 North Avenue and 123 North Street, which is used by the Board; and

WHEREAS, Burlington Telecom desires to construct buildings at each of these locations for equipment to provide telecommunications services to residents and businesses of Burlington;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties do hereby agree as follows:

1. The Board hereby covenants and promises to allow the City to construct a 30' x 60' building at 287 Shelburne Road, a 22' x 32' building at 1264 North Avenue ("Hunt"), a 22' x 32' building at 1645 North Avenue ("Flynn") and an 18' x 28' building located at 123 North Street ("Barnes"); hereinafter referred to collectively as "Buildings." Such Buildings shall be constructed at locations on such properties that have been pre-approved in writing by the Board. The Buildings shall be used only for telecommunications functions under the auspices of Burlington Telecom and shall not be used for any other purpose without the advance written permission of the Board.
2. The City shall comply with all municipal, state and federal rules and regulations in the permitting, construction and maintenance of these Buildings. On-going maintenance by the City shall be to the reasonable satisfaction of the Board.
3. The City shall file in its land records an easement plat and "as built drawings" acceptable to the Board for all affected Buildings and Building locations with a copy to the Board when the work is completed.
4. In consideration for the right to construct the Buildings, the City shall provide the following improvements for the Board at the City's sole expense: at 287 Shelburne Road, installation of a 30' electric sliding access gate for the school facility; at Flynn provide the school with a 9' x 12' athletic storage room, which will be separate and distinct from Burlington Telecom's space in the building; and at Barnes shall construct a T-ball field,

backstop and install bicycle racks, all to be constructed in accordance with the Board's specifications as communicated to the City.

5. It is hereby understood and agreed upon that this MOU creates an easement, which is granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns. This easement shall include the right and obligation of the City to access the properties and the Buildings in a reasonable manner so as to minimize to the greatest extent practicable adverse impacts upon the Board's delivery of its educational programs. However, the City may access the properties and Buildings affected by this MOU at any time in case of emergency. If the Board shall ever need any of the properties on which the Buildings are constructed for educational purposes, it shall be obligated at its sole expense to move and/or replace the Buildings to another location on the particular property that gives the City equivalent space and functionality.
6. This MOU shall be governed by the laws of the State of Vermont. It shall be interpreted in accordance with its plain meaning and not construed against either party as the drafter hereof. If any part of this MOU shall be judicially declared null and void the remainder shall be given full force and effect so long as neither the commercial purpose hereof for the City nor the expected facilities to be received by the Board are prevented or adversely impacted in a substantial way.
7. No assignment nor subletting of this MOU or any rights hereunder shall be permitted without the advance written permission of the Board.
8. The Board shall not attempt to sell, lease or otherwise encumber the affected lands and Buildings without advising the potential transferee of the existence, scope and duration of this MOU.
9. The parties shall each hold the other harmless from any loss or expense to its property as a result of any act or failure to act by the other on the affected property. Each party shall cause the other to be named as an additional insured on its liability and property damage policies to the extent of the respective interests.
10. Each party hereto shall have the right to repair and replace its facilities on the affected properties in the manner specified in paragraph 5 hereof.

In Witness Whereof, the parties hereby execute this MOU by duly authorized representatives as of the day and date first above written.

**CITY OF BURLINGTON BOARD OF
SCHOOL COMMISSIONERS**

Jeanne Collins
Superintendent and Duly Authorized Agent

CITY OF BURLINGTON

Bob Kiss
Mayor and Duly Authorized Agent

ACKNOWLEDGEMENTS

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in the County and State aforesaid, this 31 day of July 2008, personally appeared Bob Kiss, Mayor and duly authorized agent of the City of Burlington, who acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act in this capacity and deed and the free act and deed of the City of Burlington.

Notary Public

Joseph M. Lawrence
Notary Public

Commission Expires: 7 Feb 2011

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in the County and State aforesaid, this 22 day of July 2008, personally appeared Jeanne Collins, Superintendent and duly authorized agent of the City of Burlington Board of School Commissioners, who acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act in this capacity and deed and the free act and deed of the City of Burlington Board of School Commissioners.

Notary Public

Joseph E. McNeil
Notary Public

Commission Expires:

2/10/11



BURLINGTON TELECOM
City of Burlington
200 Church Street, Suite 101, Burlington VT 05401
Voice (802) 865-7529
Fax (802) 652-4220
TTY (802) 865-7142

February 26, 2009

City of Burlington Board of School Commissioners
Attn: Jeanne Collins
150 Colchester Avenue
Burlington, VT 05401

RE: Amendment No. One to Memorandum of Understanding

Jeanne:

As discussed, both parties have agreed to amend the Memorandum of Understanding, effective as of July 18, 2008, by and between City of Burlington Board of School Commissioners ("Board") and the City of Burlington, Vermont d/b/a Burlington Telecom ("Burlington Telecom").

All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the applicable Memorandum of Understanding.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of all rights and provisions in the Memorandum of Understanding, the parties hereby agree to amend the Memorandum of Understanding as follows, effective as of July 18, 2008.

Notwithstanding anything to the contrary in the Memorandum of Understanding, Burlington Telecom and Board agree that the Memorandum of Understanding is amended as follows,

1. Section 11 in its entirety is hereby deleted and replaced with the following language: Board shall provide property related insurance for the value of the owned real property known as Taft School. Burlington Telecom will insure the replacement value of the business personal property improvements and betterments made by Burlington Telecom and located at Taft School. A certificate of insurance for commercial general liability shall be provided to the Board, naming the Board as an additional insured.
2. Board and Burlington Telecom agree to waive their collective rights of subrogation in the event of a property related claim at Taft School.

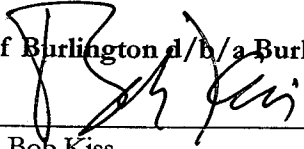
Except as set forth herein, all provisions of the Memorandum of Understanding shall remain in full force and effect.

Please confirm your acceptance of the foregoing by signing in the space provided below and returning this Amendment to us for countersignature.

February 26, 2009

Sincerely,

City of Burlington d/b/a Burlington Telecom

By: 

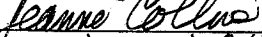
Name: Bob Kiss

Title: Mayor

Date: 3/4/09

AGREED AND ACCEPTED:

City of Burlington Board of School Commissioners

By: 

Name: Jeanne Collins

Title: Superintendent

Duly Authorized Agent

Date: 3-10-09

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 18th day of July, 2008, by and between the City of Burlington Board of School Commissioners (hereinafter called the "Board") and the City of Burlington d/b/a Burlington Telecom (hereinafter called "City").

WITNESSETH:

WHEREAS, the City of Burlington owns and the Board operates a school building which is known and designated as the Taft School, which is located at 14 South Williams Street in the City of Burlington; and

WHEREAS, the City desires to utilize approximately 572 square feet of floor space in the basement of the Taft School for equipment for Burlington Telecom to provide telecommunications services to residents and businesses of Burlington;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the parties do hereby agree as follows:

1. The Board hereby covenants and promises to make available to the City, and the City hereby hires and licenses from the Board approximately 572 square foot of floor space in the basement of the Taft School for the sole and exclusive use of Burlington Telecom.
2. Retroactive to the 1st day of January 2008, the City shall pay an annual fee to the Board equal to \$6.00 per square foot of the floor space occupied by Burlington Telecom. The annual fee shall be increased on the 1st day of January of each year thereafter based upon the increase in the consumer price index for all items/all urban consumers (CPI-U).
3. When Burlington Telecom turns a profit, i.e. begins contributing revenues to the General Fund of the City, the Board and the City shall also negotiate in good faith a contribution by Burlington Telecom to the capital costs of maintaining the Taft School building on an on-going basis.
4. The Board and the City shall meet no later than January 1, 2011 to discuss the terms and conditions of this MOU, including the financial status of Burlington Telecom.
5. It is hereby understood and agreed upon that this MOU creates an easement that runs with the land that is granted in perpetuity so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns. It is hereby understood and agreed that if the Board wishes and is legally authorized to sell the Taft School, and Burlington Telecom's presence in the building creates a detriment to this sale, Burlington Telecom will either vacate the premises upon one hundred twenty (120) days notice or fully reimburse the Board for any and all

diminishment in the purchase price caused by the commitment to allow the continued presence and operations of Burlington Telecom. The Board shall use all best efforts to negotiate the right for Burlington Telecom operations to remain post sale per the terms of this MOU before making a determination that Burlington Telecom must vacate the premises.

6. The City shall comply with all municipal, state and federal rules and regulations in the permitting, construction and maintenance of these buildings. On-going maintenance by the City shall be to the reasonable satisfaction of the Board.
7. The City shall file in its land records an easement plat and "as built drawings" acceptable to the Board with a copy to the Board when the work is completed.
8. This easement shall include the right and obligation of the City to access the property and the building in a reasonable manner so as to minimize to the greatest extent practicable adverse impacts upon the Board's delivery of its educational programs. However, the City may access the property and building affected by this MOU at any time in case of emergency.
9. This MOU shall be governed by the laws of the State of Vermont. It shall be interpreted in accordance with its plain meaning and not construed against either party as the drafter hereof. If any part of this MOU shall be judicially declared null and void the remainder shall be given full force and effect so long as neither the commercial purpose hereof for the City nor the rents to be received by the Board are precluded.
10. No assignment nor subletting of this MOU or any rights hereunder shall be permitted without the advance written permission of the Board.
11. The parties shall each hold the other harmless from any loss or expense to its property as a result of any act or failure to act by the other on the affected property. Each party shall cause the other to be named as an additional insured on its liability and property damage policies to the extent of the respective interests.
12. Each party hereto shall have the right to repair and replace its facilities at the Taft School in the manner specified in paragraph 8 hereof.

In Witness Whereof, the parties hereby execute this MOU by duly authorized representatives as of the day and date first above written.

**CITY OF BURLINGTON BOARD OF
SCHOOL COMMISSIONERS**

Jeanne Collins
Superintendent and Duly Authorized Agent

CITY OF BURLINGTON

Bob Kiss
Mayor and Duly Authorized Agent

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Notary Public

Joseph M. Lawrence
Notary Public
Commission Expires: 7 July 2011

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, in the County and State aforesaid, this 22nd day of July 2008, personally appeared Jeanne Collins, Superintendent and duly authorized agent of the City of Burlington Board of School Commissioners, who acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act in this capacity and deed and the free act and deed of the City of Burlington Board of School Commissioners.

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2/10/11