

MASTER LEASE AGREEMENT

BETWEEN

NEW CINGULAR WIRELESS PCS, LLC
D/B/A AT&T MOBILITY

AND

CITY OF BROKEN ARROW, OKLAHOMA

EFFECTIVE DATE: _____

MASTER LEASE AGREEMENT

This Master Lease Agreement (the “Agreement”) is made and entered into as of _____, 2017 (“Effective Date”), by and between the City of Broken Arrow, Oklahoma (“Lessor”), and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company d/b/a AT&T Mobility (“Lessee”). Lessor and Lessee shall be referred to hereafter individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Lessor is the owner of, or holds a leasehold or other possessory interest in, certain properties, utility poles and/or facilities, which are located within the geographic area of a license held by Lessee to provide wireless services issued by the Federal Communications Commission (the “FCC License”); and

WHEREAS, Lessee desires to install, maintain and operate communications equipment on certain of Lessor’s properties, utility poles and/or facilities; and

WHEREAS, Lessee acknowledge the Lessor requirements under Chapter 21 (Streets and Sidewalks) and Appendix A (Zoning Ordinance) of the Broken Arrow Municipal Code; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which Lessor may wish to permit Lessee to install, maintain, and operate communications equipment; and

WHEREAS, Lessor and Lessee acknowledge that they will enter into a lease supplement (“Supplement”), in substantially the form attached hereto as **Exhibit A** (Lease Supplement), with respect to each particular location or site on which the Lessor agrees to allow Lessee to install, maintain, and operate communications equipment; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Municipal Property Subject to Lease.

a. Poles. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, and all applicable Lessor ordinances and standards, Lessor agrees to lease to Lessee certain space described in the applicable Supplement upon Lessor’s light poles and traffic signal poles (the “Poles”) and/or surrounding real and/or personal property (Lessor’s Poles, personal property and surrounding real property are hereinafter sometimes collectively referred to as the “Property”), for the installation, operation and maintenance of Small Wireless Facility; together with the non-exclusive right of access, seven (7) days a week, twenty four (24) hours a day, over and through the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Lessee’s Small Wireless Facility. The space leased by Lessor to Lessee described herein or in the applicable Supplement is hereinafter collectively

referred to as the “Premises.” The Premises may include, only with specific approval in writing and in advance, space on the Poles sufficient for the installation, operation and maintenance of antennas and other equipment (the “Antenna Space”) as described herein or in the Supplement. The definition of “Small Wireless Facility” contained in the Section 5.9 of the City of Broken Arrow’s zoning ordinance is hereby incorporated by reference (“Small Wireless Facility”).

b. Primary Use of Poles. The primary use and purpose of the Poles and Lessor’s Property, inclusive of the Premises, is to provide for traffic control, street lighting and the health, safety and welfare of the citizens of the Lessor and the general public. Lessor’s operations and use of the Poles and Lessor’s Property for Lessor’s communications use take priority over Lessee’s use thereof.

c. Priority of Poles. Lessee agrees that the following priorities of use, in descending order, shall apply in the event of interference with the Lessor’s communications use for emergency public safety needs, Premises repair or reconditioning, or other conflict while this Agreement is in effect, and Lessee’s use shall be subordinate accordingly:

- (1) Lessor’s use;
- (2) Public safety agencies, including law enforcement, fire, and ambulance services that are not related to Lessor;
- (3) Other governmental agencies where use is not related to public safety;
- (4) Pre-existing lessees (if any);
- (5) Lessee’s Permitted Use.

d. Public Threat. In the event there poses an immediate threat of substantial harm or damage to the health, safety and welfare of the public and/or Property/Premises, as reasonably determined by Lessor (“Public Threat”), the Lessor may take any and all actions the Lessor determines are required to address such Public Threat provided that promptly after such actions that affect the Premises, and in no event later than twenty-four (24) hours after such actions, Lessor gives written notice to Lessee of Lessor’s emergency actions. If Lessor determines that the conditions of a Public Threat would be benefited by cessation of Lessee’s operations of the applicable Lessee’s Communication Facility, Lessee shall immediately cease its operations on the Premises upon notice from Lessor to do so, and, unless the Public Threat is of a type that would allow Lessee’s operations to resume safely within 30 days or such other time in which the Parties can mutually upon in writing, or Lessee’s Communication Facility can be moved to a substitute or replacement Pole, the Term (as herein defined) of the applicable Supplement shall terminate.

e. Utility Plan. In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, Lessee shall request approval from the Lessor, by submitting to Lessor a written plan for installation, to install such utilities on, over and/or under the ROW and/or Property, to a Pole and/or the Premises as necessary for Lessee to operate its Approved Use (“Utility Plan”). Unless otherwise allowed by City Code, to the extent the nearest existing utility sources are underground, all electric, telephone, cable, fiber or other utility necessary for the operation of Lessee’s Communication Facility, hereinafter referred to jointly as “Utilities,” shall be installed underground by use of direction boring or within the

applicable Pole. Lessor shall, in its sole discretion, notify Lessee that it approves, denies or requires that the Utility Plan be modified within thirty (30) business days of receipt of the Utility Plan, and in the case of any denial or modification of the Utility Plan, Lessor shall state the reasons therefor.

f. Engineering Study. Lessee must, at the time of Application and at any future time as reasonably requested by Lessor, obtain and submit to Lessor a structural engineering study carried out by a qualified structural engineer, showing that the Pole or Poles are able to support the Lessee's Communication Facility ("Structural Study"). Said Structural Study must be signed by a Professional Engineer licensed in Oklahoma. If the Structural Study finds that any Pole or structure is inadequate to support the proposed loads of Lessee's Communication Facility, Lessee shall not install the Lessee's Communication Facility and the Application shall be denied, unless a New Pole can be installed, at Lessee's expense, that would be adequate to support the proposed load.

2. Lessee's Use of Premises.

a. Permitted Uses. Subject to the terms, covenants and conditions of this Agreement, Lessee's Communication Facility may be used solely for the following purposes: (i) the transmission and reception of wireless communication signals, and uses incidental thereto, including, but not limited to, wireless telephone and internet services ("Lessee's Wireless Services"); and (ii) for the purpose of installing, repairing, maintaining, removing and operating Lessee's Communication Facility in accordance with this Agreement and in accordance with the transmission and reception of wireless communication signals authorized for use by Lessee by the Federal Communications Commission ("FCC") ("Permitted Uses"). The use of the Lessor's Poles, ROW and/or Lessor's Property by the Lessee is non-exclusive, and Lessor reserves the right to allow Lessor's Poles, ROW and Lessor's Property to be used by others, provided they do not interfere with Lessee's use of Lessee's Communication Facility. Lessee shall construct, install, maintain, repair, operate and use each Premises (as hereinafter defined) only in accordance with the terms, covenants and conditions of this Agreement, good engineering practices and in compliance with all applicable Federal Communications Commission ("FCC"), and other federal, state and local ordinances, statutes, laws and regulations.

b. Lease Supplement Application. Before Lessee shall use any of Lessor's Premises under this Agreement, the same shall be more fully described in each Supplement to be executed by the Parties. Lessee shall submit an application in the form attached hereto as **Exhibit B** (Lease Supplement Application) along with a proposed Supplement for each proposed Premises, and shall comply with all the terms, covenants and conditions of this Agreement, including the requirements for small cell wireless telecommunication facility pole attachments/extensions as described in **Exhibit C**, attached hereto.

c. Non-Exclusive Use. Lessee shall have the non-exclusive right, at its sole cost and expense, to use each Premises, as identified in each individual Supplement, for the purpose of constructing, installing, maintaining, repairing and operating Lessee's Small Wireless Facility consistent with the terms of this Agreement.

d. Inconsistent Use. If, in the judgment of Lessor, Lessee's proposed use of the Lessor's Poles, ROW, or Lessor's Property, is inconsistent with the Lessor's uses thereof and does not comply with the terms, covenants or conditions of this Agreement, or any of the Lessor's ordinances, rules, regulations, the Lessor, in its reasonable discretion, shall have the right to deny the Application of the Lessee. Lessor shall within forty-five (45) days after the receipt of a fully completed and executed Application and a Supplement by Lessee, notify Lessee in writing whether the Application is approved or denied.

e. Construction Plans. With each Application and Supplement, Lessee shall furnish Lessor detailed Construction Plans and Specifications for each individual Premises ("Plans"), together with necessary maps, indicating specifically the Poles, ROW and/or Lessor's Property, Lessee proposes be used for Lessee's Communication Facility on each Pole, equipment necessary for Lessee's use, including any existing poles to be replaced ("Replacement Pole"), or any additional Pole Lessee proposes to install ("New Pole"), and any new installations for utility transmission conduit, pull boxes, and appurtenances. In addition, Lessee shall, upon request, provide Lessor with a propagation study, or other information, evidencing that Lessee needs to use the proposed Pole, Poles and/or Premises as a result of Lessee not having the current coverage and/or capacity from any current Lessee's Wireless Services ("Propagation Study"). Lessor may waive the propagation study. Upon execution of a Supplement by Lessor, for each Premises, Lessee shall have the right to use the Premises for Lessee's Communication Facility and may proceed to install the same, according to the terms of the applicable Application, Supplement, Plans and this Agreement. Lessee and its contractors and employees shall perform all Lessor's work at its own expense and in such manner as to not interfere with Lessor's use of any Pole, ROW on the applicable Premises or Lessor's Property.

f. Ownership of Poles. All Poles used by Lessee under this Agreement, including any Replacement Pole or New Pole installed by Lessee, shall remain and/or become the property of Lessor and any cost and/or expense incurred by the Lessee for changes to existing Poles, conduits, conductor pull boxes, facilities, and appurtenances or related equipment, or installation of any Replacement Poles or New Poles, conduits, conductor pull boxes, facilities, or appurtenances or related equipment, under this Agreement shall not entitle Lessee to ownership of said Poles, conduits, conductor pull boxes or facilities or appurtenances or related equipment.

Lessee shall upon the completion of the installation of a Replacement Pole or a New Pole deliver to Lessor a bill of sale for the applicable Replacement Pole or New Pole in the form attached hereto as **Exhibit D** (Bill of Sale).

g. Reservation of Right. Lessor reserves the right, in its sole discretion, to exclude any of Lessor's Poles, towers, conduits, conductor pull boxes, appurtenances, ROW and/or Lessor's Property from use by Lessee.

3. Condition of Property/Pole Construction. Lessor makes no promise of fitness and shall deliver the Premises to Lessee in an "as-is, with all faults" condition to Lessee consistent with the provisions of this paragraph. Lessee shall remove the existing pole and deliver to Lessor at Lessor's direction and replace with a new pole in compliance with **Exhibit A** (Lease Supplement) and perform construction of its improvements in a manner which leaves the facility

clean and free of debris upon completion of access. Lessor represents to Lessee that as of the Effective Date of each Supplement, and continuing throughout the Term (as hereinafter defined) of each Supplement: (a) after Poles are replaced by Lessee, Lessor agrees to keep and maintain the Poles in good repair and condition as Lessor deems to be necessary for their primary use in the ordinary course of business of Lessor; (b) the Property is in compliance with all Laws (as defined in Paragraph 23 (Applicable Laws) below), including any applicable building codes, regulations, or ordinances that may exist with regard to the Poles, or any part thereof; and (c) Lessor will facilitate Lessee's investigation of the Property to determine whether or not lead-based paint, asbestos, or other hazardous substances (as that term may be defined under any applicable federal, state or local law) are present on the Premises.

4. Installation of Lessee's Small Wireless Facility.

a. Plans. Lessee shall provide Lessor with two (2) sets of the Plans consisting of the following:

- (i) For the initial installation of the applicable Lessee's Communication Facility and for any and all subsequent revisions and/or modifications thereof, requiring Lessor's approval, including additions thereto;
- (ii) Line or CAD drawings showing the location and materials of the planned installations of the applicable Lessee's Communication Facility and an Engineer's Estimate of all materials and construction methods;
- (iii) Diagrams, Shop Drawings and Pictures of the applicable Lessee's Communication Facility;
- (iv) A complete and detailed inventory of all of Lessee's antennas, cable and other equipment and personal property of Lessee's Communication Facility to be installed on the Premises;

All Plans shall be easily readable and subject to the written approval by Lessor prior to installation of the applicable Lessee's Communication Facility, which approval shall not be withheld, conditioned or delayed without cause. Lessor shall have thirty (30) business days to review and comment on the Plans. Should the Plans need to be revised based on the comments provided by Lessor and/or Lessor's structural engineer, no construction of the applicable Lessee's Communication Facility shall commence until final approval has been granted by Lessor. The Plans shall have affixed to them the signature of Lessee's Professional Engineer who shall be duly licensed in the State of Oklahoma.

b. Construction Scheduling. At least ten (10) business days prior to Lessee's construction mobilization for installation of Lessee's Communication Facility for the applicable Premises, Lessee shall conduct a meeting with Lessor and all applicable contractors on the Premises or other location as agreed upon and at a minimum the meeting shall be attended by a representative of Lessor and Lessee's contractors and all of the parties involved in the installation of Lessee's Communication Facility.

c. Construction Inspection. All construction activity shall be subject to inspection and approval by Lessor. Inspection may be performed at any time during the course of the

construction activity reasonably determined by Lessor, at Lessee's expense. Construction work performed without approval of Lessor will not be accepted and shall be removed or uninstalled at Lessee's sole expense. Lessee shall be solely responsible for all actual out-of-pocket reasonable costs, including but not limited to, staff time in accordance with the City's Manual of Fees and outside contractor fees and costs (if any), incurred by Lessor for said inspection and approval of the installation of Lessee's Communication Facility by Lessor and/or its engineers. Upon request, Lessor will provide the basis for all costs incurred.

d. Exposed Lessee's Communication Facility. All of Lessee's Communication Facility equipment that is to be affixed to a Pole which has exterior exposure shall be as close to the color of the Pole as is commercially available to the Lessee. For exposed cables, wires or appurtenances, Lessor reserves the right to require Lessee to provide cables, wires or appurtenances in manufactured colors which are commercially available, in lieu of painting.

e. Damage by Lessee of Pole and/or Property. Lessee shall use its best efforts to repair or replace, at its own cost and expense, any Pole on the Premises or the Property, or any other of Lessor's structures or equipment on the Premises or the Property that is damaged by Lessee in any manner within thirty (30) days of written notice by Lessor to Lessee setting forth the required repairs.

f. As-Built Drawings. Within thirty (30) days after Lessee activates the Lessee's Communication Facility, Lessee shall provide Lessor with an "As-Built" drawing in electronic file format compatible with Lessor's record file system (which upon request is identified by Lessor in advance in writing) consisting of "As-Built" drawings of the Lessee's Communication Facility installed at the applicable Premises or Property, which shall show the actual location of all Lessee's Communication Facility equipment. Said drawings shall be accompanied by a complete and detailed site survey of the Property and an inventory of all Lessee's Communication Facility equipment.

g. Permits for Installation. Lessee is required to obtain from Lessor, or any other applicable governing agency, any and all permits required for a complete installation of Lessee's Communication Facility or any utilities necessary for the operation of Lessee's Communication Facility, at Lessee's sole cost and expense. Applicable fees for any permits shall be borne by Lessee and Lessee shall be bound by the requirements of said permits.

h. Alterations or Modifications. Lessee may not add, change, modify or alter any of Lessee's Communication Facilities from that set forth and/or shown on the applicable Plan or as then currently constructed, without the prior written approval of the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessor's approval, other than appropriate city permits, shall not be required for routine maintenance and repair activities or for Lessee to make modifications to or to replace the equipment, or to alter, enhance, and upgrade its equipment, so long as such modification, replacement, substitution, alteration, enhancement, or upgrade does not (i) increase pole loading beyond the pole loading reflected in the approved Application, or (ii) involve placement of equipment outside the area designated in the approved application; provided however Lessee must comply with all City Code provisions. Lessee agrees to reimburse Lessor for all reasonable costs incurred by the

Lessor in connection with any alteration, modification, or addition to, Lessee's Communication Facility pursuant to this paragraph, including but not limited to plan review, structural review, site meetings, inspection time, and as-built updating because of Lessee's changes, and attorney's fees for drafting and and/or reviewing documents. Upon request by Lessee, Lessor shall provide an itemized description of all of the costs Lessor for which seeks reimbursement in connection with such alteration, modification or addition.

5. Electrical. If permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical meter, of a design and in a location where approved by the Lessor to provide service, to the Premises for the measurement of electrical power used by Lessee's installation. In the alternative, if permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee's installation. In the event such sub-meter is installed, the Lessee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Lessor shall read Lessee's sub-meter on a monthly basis and provide Lessee with an invoice for Lessee's power consumption for each Supplement on an annual basis. Specifically, after the expiration of each calendar year, Lessor shall determine Lessee's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the Lessee's sub-meter on a monthly basis and the electric bills received by Lessor throughout such calendar year. Each invoice shall reflect charges only for Lessee's power consumption based on the average kilowatt hour rate actually paid by Lessor to the utility for electric, without mark up or profit. All invoices for power consumption shall be sent by Lessor to Lessee at _____ [INSERT CONTACT INFORMATION], shall be provided to Lessee within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electric bills received by Lessor during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. Lessee shall pay each annual power consumption charge within sixty (60) days after receipt of the invoice from Lessor.

In the alternative, at Lessor's sole option, Lessor may require Lessee to reimburse Lessor for electricity costs as follows: (i) \$35 per month per Pole per Small Wireless Facility. Payments shall be submitted with the annual rent.

Lessee shall be permitted at any time during the Term (as defined herein) of each Supplement, to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, along with all reasonably related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor.

6. Term and Rental.

a. Term. This Agreement shall be for a term of twenty (20) years (the "Initial Term") commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided however, the initial term of each Supplement shall be for five (5) years and shall commence on the execution of the Supplement by both Parties (the "Commencement Date"), at which time rental payments shall

commence and be due; provided the Commencement Date shall be no earlier than the date Lessee has obtained approval of its Application and any other approvals required for Lessee to commence installation of its Communication Facility.

b. Rental. The annual rental for a particular Supplement shall be based on an initial total annual rental of Two Hundred Fifty and No/100 Dollars (\$ (\$250.00) (the “Master Rental Rate”) per pole. On July 1 of each year following the execution of this Agreement, this Master Rental Rate shall be increased by three percent (3%). The annual rental for the first year of each Supplement shall be equal to the then effective Master Rental Rate and shall be set forth in the Supplement and shall be paid in advance annually on the Commencement Date and on each anniversary of the Commencement Date, in advance, to the payee designated by Lessor in the Supplement, or to such other person, firm or place as Lessor may, from time to time, designate in writing at least ninety (90) days in advance of any rental payment date by notice given in accordance with Paragraph 17 (Notices) below. Lessor and Lessee acknowledge and agree that the initial rental payment for each Supplement may not actually be sent by Lessee until sixty (60) days after the Commencement Date. The annual rental for each Supplement shall be increased by three percent (3%) each year on the anniversary of the Commencement Date of the Supplement.

c. Payment of Rent. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in that event, Lessor agrees to provide to Lessee bank routing information for that purpose upon request of Lessee.

d. Late Payment. In the event any payment is not received within thirty (30) days from receipt of a notice of breach from Lessor, Lessee shall be assessed a late fee of fifteen percent (15%) of the payment due.

e. Application Fee. Lessee shall pay to the Lessor a nonrefundable application fee in compliance with the City’s Manual of Fees to cover the Lessor’s ordinary processing and other administrative costs of this Agreement.

f. Supplement Review Fee. Lessee shall pay to the Lessor a nonrefundable administrative fee in compliance with the City’s Manual of Fees to cover the Lessor’s costs to review and administer the application process upon delivery of each Supplement application (the “Supplement Review Fee”). The Lessor will not be obligated to begin its review of any Supplement application until the Supplement Review Fee is paid.

g. Any other charges payable by Lessee under this Agreement shall be billed by Lessor within three (3) years from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee.

7. Extensions and Renewal.

a. Supplement Extensions. Each Supplement shall be extended for three (3) additional five (5) year terms unless Lessee gives written notice not to extend at least ninety (90) days prior to the end of the then current term. All extensions, regardless of effective date will terminate at the end of the Initial Term of this Agreement unless a renewal agreement is executed by both

parties. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term."

b. Renewal. If Lessee desires to renew this Agreement for an additional term, it shall, not less than one hundred eighty (180) days before expiration of the Initial Term of this Agreement, give written notice to the Lessor requesting renewal. Lessee and Lessor agree to negotiate in good faith terms acceptable to both Parties for the renewal of this Agreement. Nothing in this Agreement is intended to or does create a legally binding obligation on either Party to renew this Agreement or to reach definitive renewal terms. Each Party acknowledges that if negotiations do not result in definitive renewal terms, then no renewal term is granted and neither Party is entitled to any compensation from the other Party for any reason connected with the negotiations or their termination.

c. Termination. Notwithstanding anything to the contrary contained herein, provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that at least sixty (60) days' prior notice is given to Lessor.

8. Governmental Approvals. Lessee shall use the Premises for the purpose of constructing, maintaining, repairing and operating a Small Wireless Facility and uses incidental thereto. Lessee shall have the right, without any increase in rent, to replace, repair with like materials, or otherwise reasonably modify its, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates, only if such the equipment, antennas, or conduits are specified on any exhibit attached to a Supplement, during the Term. It is understood and agreed that Lessee's ability to use the Premises is contingent upon Lessee obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory analysis that will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain the Governmental Approvals, Lessee shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that the Governmental Approvals may not be obtained in a timely manner; Notice of Lessee's exercise of its right to terminate shall be given to Lessor in accordance with the notice provisions set forth in Paragraph 17 (Notices) and shall be effective ninety (90) days after receipt of that notice by Lessor, or upon such later date as designated by Lessee. All rentals paid to the termination date shall be retained by Lessor. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor for the terminated Supplement.

9. Indemnification. Subject to Paragraph 10 (Insurance) below, to the extent allowed by law, each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the

extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligations in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

10. Insurance. To the extent allowed by law, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

Lessee agrees that at its own cost and expense, it will maintain commercial general liability insurance per ISO CGL form 00 01 or equivalent with limits of \$2,000,000.00 per occurrence and in the aggregate for bodily injury (including death) and for damage or destruction to property. Said coverage shall insure Lessee and all of its contractors and subcontractors or Lessee shall require such coverage from its contractors or subcontractors while working hereunder. Lessee agrees that it and its contractors and subcontractors will include Lessor as an additional insured. Lessee may self-insure the coverage required by this Paragraph 10.

11. Limitation of Liability. Except for indemnification pursuant to Paragraphs 9 (Indemnification) and 21 (Environmental), or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. Interference. Lessee agrees to install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee

of such interference by a written communication and a call to Lessee's Network Operations Center _____ [INSERT PHONE #], Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, Lessor shall have the right to require Lessee to reduce power, and/or cease operations until such time Lessee can effect repairs to the interfering equipment. If after a period of six (6) months, Lessee is unable to fully to correct and eliminate the interference, Lessor shall be entitled to require Lessee terminate a Supplement or relocate the Equipment.

Lessee agrees that no diminution of light, air, or signal transmission by any structure (whether or not erected by the Lessor) will entitle Lessee to any reduction of the Annual Fees under any Supplement, result in any liability of the Lessor to Lessee, or in any other way affect this Agreement, any Supplement, or Lessee's obligations, except as specifically provided in this Agreement.

Lessee agrees that this Master Lease Agreement and any Supplements are for the sole benefit of Lessee and not for any other third parties. No other service provider or company contracting with service providers shall use the Property/Premises without written approval by Lessor, at Lessor's sole discretion. Lessor will not grant after the date of this Agreement a lease to any such third party if, at the time such third party applies for access to a Pole, Lessor knows that such third party's use may in any material way adversely affect or interfere with Lessee's existing Wireless Facilities, Lessee's use and operation of its facilities, or Lessee's ability to comply with the terms and conditions of this Agreement.

13. Removal at End of Term. Lessee shall, within ninety (90) days after the expiration of the Term, or any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term. If, following the 90 day removal period, Lessee remains on the Premises, Lessee shall pay rent at the then-existing fair market monthly rate, or on a monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

14. Rights Upon Sale. If, at any time during the Term of any Supplement, Lessor decides:

(i) to sell or transfer all or any part of the Property or the Poles thereon to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, that sale or grant of an easement or interest therein shall be subject to the Supplement, and any such purchaser or transferee must recognize Lessee's rights hereunder and under the terms of the affected Supplement(s). If Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement in which the third party agrees in

writing to assume all obligations of Lessor under the Supplement, then Lessor shall not be released from its obligations to Lessee under the Supplement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Supplement.

15. Quiet Enjoyment and Representations. Lessor covenants that Lessee, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the execution date of each Supplement, and covenants during the Term, that Lessor is seized of good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement. Lessor further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting Lessor's title to the same and that there are no covenants, easements or restrictions that prevent or adversely affect the use or occupancy of the Premises by Lessee as provided in this Agreement and in the applicable Supplement(s).

16. Assignment. Upon ninety (90) days' written notice to the Lessor, this Agreement and each Supplement under it may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization ("Lessee Affiliate"). As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the Lessor, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

17. Notices. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Broken Arrow
ATTN: City Manager
P.O. Box 610
220 South 1st Street
Broken Arrow, OK 74012

LESSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

with a copy sent to:

New Cingular Wireless, PCS, LLC

Attn: Legal Department, Network Operations
Re: Streetlight and Traffic Signal Poles (local government)
208 S. Akard Street
Dallas, TX 75202 -4206

Contact Number for day to day operations:

Lessor: (918) 259-2400
Lessee: 1-800-638-2822

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. Recording. Lessor, upon request, agrees to execute a Memorandum of each Supplement which Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rental payments.

19. Default. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Lessor and Lessee agree that a default under an individual Supplement does not constitute a default under this Agreement.

20. Remedies. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, the non-defaulting Party may terminate the Agreement and/or applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. Disputed amounts are not subject to off-set.

21. Environmental. Lessee shall conduct its business in compliance with all environmental and industrial hygiene law. Lessor will be responsible for all obligations of compliance with any and

all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Poles or Property, unless such conditions or concerns are caused by the specific activities of Lessee in the Premises.

Lessee shall hold Lessor harmless and indemnify Lessor from and assume all duties, responsibility and liability at Lessee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by Lessee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by Lessee.

22. Casualty. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to Lessor. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. If Lessor determines not to rebuild or restore the Pole, Lessor will notify Lessee of such determination within thirty (30) days after the casualty or other harm. If Lessor does not so notify Lessee, and Lessee decides not to terminate under this Paragraph 22, then Lessor shall use its best efforts to rebuild or restore the Pole to substantially the same condition as existed before the casualty or other harm in a reasonable period of time. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Premises is impaired.

23. Applicable Laws. During the Term, Lessor shall maintain the Property and the Poles in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, laws regulating hazardous substances) (collectively "Laws"). Lessee shall, in respect to the condition of the

Premises and at Lessee's sole cost and expense, comply with: (a) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessee's obligation to comply with all Laws relating to the Property and Poles in general, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

24. Authorized Entities. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

25. Miscellaneous. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the Lessor and the Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Lessor or the Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

26. Use of Public Rights-of-Way.

a. Lessee agrees to obey and comply with all applicable governmental ordinances laws, rules, regulations, or restrictions, including, but not limited to, City of Broken Arrow Code Chapter 21 (Streets and Sidewalks) and Appendix A (Zoning Ordinance). Subject to Lessor's ordinance and Lessor's permitting requirements, Lessor hereby grants to Lessee the right to use the municipal public right-of-way for the installation, maintenance and operation of Lessee's communications equipment in and on Poles located within the public right-of-way and where a permit has been applied for and received.

b. All communications equipment shall be installed in accordance with applicable Laws and Lessee shall comply with all laws, ordinances, rules and regulations adopted by Lessor. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the Lessor, or the official to

whom such duties have been delegated by Lessor. Lessee shall have no ownership interest in any Poles owned by Lessor.

c. Lessee and its contractors shall comply with all construction permits and reasonable notice requirements (including the dates, location, and nature) for all work to be performed on its communications equipment within the public rights-of-way. Lessee shall perform all work on Lessee's communications equipment within the public rights-of-way and may park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of Lessee's communications equipment in accordance with applicable law, including, but not limited to, Chapter 21 (Streets and Sidewalks) of the Broken Arrow Municipal Code. Following completion of work in the public rights-of-way, Lessee shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established by any permit issued by the Lessor. No street, alley, highway, or public place shall be encumbered for a longer period than shall be necessary to execute the work authorized by the applicable Supplement and this Agreement.

27. Structure Reconditioning, Repair, Replacement.

a. Reconditioning Work. From time to time, Lessor paints, reconditions, or otherwise improves or repairs the Poles in a substantial way ("Reconditioning Work"). Lessor shall reasonably cooperate with Lessee to carry out Reconditioning Work activities in a manner that minimizes interference with Lessee's approved use of the Premises.

Except in cases of emergency, prior to commencing Reconditioning Work, Lessor will provide Lessee with at least one hundred twenty (120) days prior written notice. Upon receiving that notice, it shall be Lessee's sole responsibility to provide adequate measures to cover, remove, or otherwise protect Lessee's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to remove all of Lessee's equipment from the Poles and Premises during Reconditioning Work, provided the requirement to remove Lessee's equipment is contained in the written notice required by this Paragraph 27. All cost associated with the protection measures, including temporary removal, shall be the sole responsibility of the Lessee. In the written notice required by this Paragraph 27, Lessor will provide the Lessee with a date by which its equipment must be protected or removed.

Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's use of the Premises. If Lessor agrees to the modification, Lessee shall be responsible for all reasonable incremental cost related to the modification. Upon request, Lessor will provide an estimate (based on the request and information provided by Lessee) of the incremental cost for Lessee to consider before proceeding with work using the modified procedure.

b. Replacement Work. If the Poles need to be replaced ("Replacement Work"), Lessor shall provide Lessee with at least one hundred twenty (120) days' written notice to remove its equipment. Lessor shall also promptly notify Lessee when the Poles have been replaced and Lessee may re-install its equipment. During Lessor's Replacement Work, Lessee may maintain a

temporary Small Wireless Facility on the Property, or after approval by Lessor, on any land owned or controlled by Lessor in the vicinity of the Property. If the Property will not accommodate Lessee's temporary Small Wireless Facility or if the Parties cannot agree on a temporary location, the Lessee, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to Lessor.

c. Repair Work. If the Poles need to be repaired due to storm or other damage ("Repair Work"), Lessor shall notify Lessee to remove its equipment as soon as possible. In the event of an emergency, Lessor shall contact Lessee by telephone at Lessee's Network Operations Center at _____ [INSERT NUMBER] prior to removing Lessee's Equipment. Once the Poles have been replaced or repaired, Lessor will promptly notify Lessee it can reinstall its equipment. During Lessor's Repair Work, Lessee may maintain a temporary Small Wireless Facility on the Property, or after approval by Lessor, on any land owned or controlled by Lessor in the vicinity of the Property. All cost associated with any Repair Work shall be the sole responsibility of the Lessee, except to the extent caused by third-parties or the Lessor.

28. Limitation on Pole Placements in Historic and Sensitive Areas. Lessee acknowledges that Lessor reserves the right to designate historic and other sensitive areas within the City. Any Pole application that requests installation of a Small Wireless Facility on a historic or decorative Nonstandard Pole or in an historic district, or other sensitive area imposes a greater administrative burden on the Lessor in the Pole application review and approval process; the Lessor may, in its sole discretion, disapprove Supplements for any Poles in said areas for any other Nonstandard Pole that is historic, decorative or in a sensitive location, the Lessor has the right in its sole discretion to deny an application for a Pole approval solely on aesthetic grounds.

29. Force Majeure. Except as may be expressly provided otherwise, neither Lessee nor Lessor shall be liable for any delay or failure of performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, terrorism, fire, explosion, vandalism, storm and preparation therefor, or other similar occurrences that cannot be reasonably prevented, any law, order, regulation, direction, action or request, reasonably challenged by the Party seeking to claim force majeure, of the United States government, or of any other government, including state and local governments having jurisdiction over a Party, or of any department, agency commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, national emergencies, insurrections, riots, or wars, or 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 event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay and its effect on its performance.

30. Change of Laws. In the event that any legislative, regulatory, judicial, or other action, with binding jurisdiction in the State of Oklahoma, affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of small cells on city infrastructure or in the right of way, that differ, in any material respect from the terms of this Agreement ("New Law"), then either Party may, upon thirty (30) days' written Notice, require that the terms of this Agreement be renegotiated to conform to the

New Law. Such renegotiated terms shall then apply on a going forward basis for all existing and new small cell installations, unless the New Law requires retroactive application, in which case such renegotiated terms shall apply retroactively, as required by the New Law. In the event that the Parties are unable to agree upon renegotiated terms within ninety (90) days after Notice, then the provisions contained in the New Law shall apply from the ninetieth (90th) day forward until the negotiations are completed, or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

CITY OF BROKEN ARROW

BY: _____
Name: _____

Title: _____

Date

NEW CINGULAR WIRELESS PCS, LLC
A Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

BY: _____
Name: _____

Title: _____

Print Name: _____

Date

EXHIBIT A

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this ____ day of _____ between the City of Broken Arrow, Oklahoma, with its principal offices located at _____, ("LESSOR"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company d/b/a AT&T Mobility, with its principal offices located at 575 Morosgo Drive NE, Atlanta, GA 30324 ("LESSEE").

1. Master Lease Agreement. This Supplement is a Supplement as referenced in that certain Master Lease Agreement between LESSOR and LESSEE, dated _____, 2017 (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Premises. The Property owned by LESSOR is located at _____. The Premises Leased by the LESSOR to the LESSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.
4. Supplement Review Fee. LESSEE shall pay to the LESSOR a one-time administrative fee of _____ Dollars (\$____.00).
5. Consideration. Rent during each year of this Supplement shall be _____ dollars (\$____.00) per year, prorated through the end of the year of the Commencement Date, and payable to the City at _____. Rent shall be due on January 1 of each year of the Term. Rent due for any partial year at the end of the Term shall be prorated on a monthly basis from January 1 to the end of the Term.
6. Site Specific Terms. (Include any site-specific terms)

[Remainder of Page Intentionally Blank-Signatures on Following Page]

CITY OF BROKEN ARROW

BY: _____

Name:

Title:

Print Name:

Date

NEW CINGULAR WIRELESS PCS, LLC

A Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

BY: _____

Name:

Title:

Print Name:

Date