

## MASTER LEASE AGREEMENT

This Master Lease Agreement (the "**Agreement**") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the City of Dubuque, Iowa, with its principal offices located at 50 West 13<sup>th</sup> Street, Dubuque, Iowa 52001, hereinafter designated **LESSOR**, and Dubuque Cellular Telephone L.P., a Delaware limited partnership, with its principal offices located at 8410 W. Bryn Mawr Avenue, Chicago, Illinois 60631, Attention: Real Estate Lease Administration hereinafter designated **LESSEE**. LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

### 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 small cell communications equipment, as that term is defined in Chapter 8C of the Iowa Code, as amended, (the "Iowa Cell Siting Act") on certain of LESSOR's properties, utility poles and/or facilities; 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 small cell 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**, with respect to each particular location(s) or site(s) on which the LESSOR agrees to allow LESSEE to install, maintain, and operate small cell communications equipment; and

WHEREAS, LESSOR and LESSEE desire to improve and expand communications coverage and services in the City of Dubuque, Iowa; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LESSEE in different geographic areas, and as a result, each Supplement may be signed by LESSEE's affiliated entities as further described herein, as appropriate based upon the entity holding the FCC License in the subject geographic location.

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

1. PREMISES.

(a) To determine if a premises is available for lease, the following is required:

(i) LESSOR shall determine whether the location identified by LESSEE as a small cell communication site is Property of the City. LESSOR shall timely notify LESSEE if a survey is required. If a survey is required, LESSEE may provide the survey at its own costs or may have LESSOR provide the survey and reimburse LESSOR for its costs.

(ii) LESSOR shall determine compliance with any other applicable requirements, including but not limited to planning, zoning, historical, cultural and environmental requirements.

(iii) LESSOR shall determine, identify the reason and timely notify whether a requested small cell communication site is not available for lease based on a lack of space or other considerations which include but are not limited to, the following:

(1) The Small Cell Communication Site application is complete.

(2) Compliance with contractual requirements under this Agreement.

(3) No interference with City public safety radio system, traffic signal light system, or other City communication components.

(4) No interference with other third-party equipment lawfully in the right of way.

(5) If using City poles, compliance with City attachment regulations for such poles and any needed upgrades including electric meters.

(iv) All Small Cell Communication Site Applications requesting access to a LESSOR pole must include a load bearing study to determine whether the attachment of the Small Cell Communication System may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, LESSEE shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. As appropriate, the LESSOR shall require LESSEE to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in an incomplete Small Cell Communication Site Application which may not be processed under this Agreement.

(b) Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space as available and described in the applicable Supplement upon LESSOR's utility 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 cell communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over, under and through the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's small cell communications facility, subject to such processes and notices as reasonably designated by LESSOR. The space leased by LESSOR to LESSEE described in the applicable Supplement is hereinafter collectively referred to as the "**Premises**". The Premises may include, without limitation, certain space on the ground (the "**Equipment Space**") on the Property, and space on the Pole sufficient for the installation, operation and maintenance of antennas and other equipment (the "**Antenna Space**") as described in the Supplement. Notwithstanding anything in any Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "**Cabling Space**") running between and among the various portions of the Premises and to all necessary electrical and telephone utility, cable, and fiber sources

located within the Property. If there are not sufficient electric and telephone utility, cable, or fiber sources located on the Property, LESSOR agrees to grant LESSEE, or the local utility, or fiber or cable provider, the right to install any utilities, cable, and fiber on, through, over, and under the Property necessary for LESSEE to operate its small cell communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by LESSOR and provided further that there is sufficient available space in the Premises as determined by LESSOR in its sole discretion.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date of each Supplement, and continuing throughout the Term (as hereinafter defined) of each Supplement: (a) the Property is in compliance with all Laws (as defined in **Paragraph 20** below), including any applicable building codes, regulations, or ordinances that may exist with regard to the Poles, or any part thereof; and (b) LESSOR will assist 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. If a breach of the representations and warranties contained in this **Paragraph 2** is discovered at any time during the Term of a particular Supplement, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of the breach, rectify the non-compliance at LESSOR's expense or provide LESSEE with a reasonably suitable alternative site.

3. TERM; RENTAL.

(a) This Agreement shall be for a term of twenty (20) years 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 ten (10) years and shall commence on the first day of the month following the day that LESSEE commences installation of its equipment for any given node listed in the Supplement (the "**Commencement Date**"), at which time rental payments for every node listed in the Supplement shall commence and be due at a total annual rental One Hundred Fifty and 00/100 dollars (\$150.00) per pole, to be paid annually within 30 days after the Commencement Date and on or before 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 15** below. LESSEE shall notify LESSOR prior to beginning an installation and LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. LESSOR and LESSEE acknowledge and agree that the initial rental payment for each Supplement may not actually be sent by LESSEE until ninety (90) days after the written acknowledgement of the Commencement Date.

(b) 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 and a W-9 or its equivalent for that purpose upon request of LESSEE.

(c) LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Documentation**") requested by LESSEE to comply with the requirement of any applicable laws, rules, regulations, ordinances, directives, or covenants now in effect, or which may hereafter

come into effect. Within fifteen (15) days of obtaining an interest in any Property, Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR must provide to LESSEE such Documentation Delivery of requested Documentation to LESSEE shall be a prerequisite for the delivery of any lease payment by LESSEE. Notwithstanding anything to the contrary herein, or in any Supplement, LESSEE may hold all lease payments until Documentation has been supplied to LESSEE as provided herein.

(d) Pursuant to section 8C.7A.3 (c) (1), LESSEE shall be responsible for payment of any permit application fees required by LESSOR'S code of ordinances, as amended.

(e) If no electrical or telephone service is available at the premises LESSEE will have the option to supply and install service at their expense after approval by the city and utility provider.

(f) 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 and a temporary installation of any other services and equipment required to keep LESSEE's small cell communications facility operational, along with all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source, and the temporary installation of any other services and equipment required to keep LESSEE's small cell communications facility operational and related appurtenances to the Premises. All temporary placements must be removed within thirty (30) days of power resuming.

4. EXTENSIONS. Each Supplement shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates a Supplement at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "**Term**". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

5. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a small cell communications facility and uses incidental thereto. LESSEE shall have the right, without any increase in lease, to replace, repair, or otherwise modify its utilities, fiber or cable, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term. Any additions to the small cell communication facility must be reviewed and approved by LESSOR prior to installation and, depending upon the scope of these additions or improvements, additional lease payments may be required. 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, LESSOR shall cooperate with LESSEE in its effort to obtain the Governmental Approvals, and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. 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; (iv) LESSEE determines that the Premises is no longer technically compatible for its use; or (v) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. 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 15** and shall be effective upon the mailing of that notice by LESSEE, or upon such later date as designated by LESSEE. All lease payments 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 lease payments to LESSOR for the terminated Supplement. LESSEE shall register with Iowa One Call by calling 1-800-292-8989, with submission of documentation to City when received. LESSEE or its contractors shall be responsible for *Permit To Work In Right-of-Way* applications and fees as set forth in LESSOR'S code of ordinances and as such fees may from time to time be amended.

6. **INDEMNIFICATION.** Subject to **Paragraph 8** 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 indemnified 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.

7. **INSURANCE.** LESSEE agrees at its own cost and expense to provide insurance as set forth in the attached Exhibit B as such Exhibit may from time to time be amended by LESSOR. LESSEE acknowledges that LESSOR is a member of the Iowa Communities Assurance Pool (ICAP) and LESSEE accepts the terms of LESSOR'S ICAP Agreement. LESSOR and LESSEE each agree that it will include the other Party as an additional insured as their interests may appear under this Agreement.

8. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to **Paragraphs 6 and 17**, 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, under theory of contract.

9. **TERMINATION BY LESSEE.** 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 giving at least three (3) months prior written notice to LESSOR.

10. 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 or to any public safety needs of the community. 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 at (800) 264-6620), 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 affect repairs to the interfering equipment. LESSOR will not be entitled to terminate a Supplement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue, except in the case of a public safety need within the community. LESSOR agrees that LESSOR and/or any other users of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. If LESSEE determines, in its reasonable discretion, that LESSOR'S equipment or any other user's equipment permitted by LESSOR is causing interference, LESSOR shall, upon written communication and a call from LESSEE to LESSOR's network management center, at (563) 589-4280, take all steps necessary to correct and eliminate the interference, including causing other users causing such interference to correct and eliminate the interference. If the interference continues for a period in excess of 48 hours following the notification, LESSOR shall, or shall require any other user to, reduce power and/or cease operations until such time as LESSOR, or the other user, can affect repairs to the interfering equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

11. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days after 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 and casualty damage 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, whether or not said items are considered fixtures and attachments to real property under applicable laws. If the time for removal causes LESSEE to remain on the Premises after termination of the Supplement, LESSEE shall pay rent at the then-existing monthly rate, or on the existing 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.

12. 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 small cell 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.

13. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying its lease 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).

14. ASSIGNMENT. This Agreement and each Supplement under it may, after notice to LESSOR, 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. 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.

15. 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 Dubuque, Iowa  
50 West 13<sup>th</sup> Street  
Dubuque, Iowa 52001

LESSEE: Dubuque Cellular Telephone L.P.  
8410 W. Bryn Mawr Avenue  
Chicago, Illinois 60631  
Attention: Real Estate Lease Administration

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

16. RECORDING. If requested by LESSEE, LESSOR 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 lease payments.

17. DEFAULT AND REMEDIES.

(a) If there is a breach by a Party with respect to any of the material provisions of this Agreement, or under the material 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. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement, or under an individual Supplement if LESSOR fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR, and if the failure to perform that obligation interferes with LESSEE's ability to conduct its business in the Premises; provided, however, that if the nature of LESSOR's obligation is such that more than fifteen (15) after notice is reasonably required for its performance, then it shall not be a default under this Agreement or the applicable Supplement if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion, but in no event more than thirty (30) calendar days after receipt of written notice. LESSOR and LESSEE agree that a default under an individual Supplement does not constitute a default under this Agreement.

(b) 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 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.

18. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of space on LESSOR's Property and/or Poles, and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location.

19. CASUALTY or EMERGENCY.



(a) 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, relocate its facilities to a mutually agreeable location or 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.

(b) Notwithstanding any provision of this Agreement otherwise, in the case of an emergency caused by interference, failure of traffic, signal or street lights, power disruption, accident or other unforeseen event which could impact public health and safety the LESSOR will act to protect public health and safety of its citizens, and to protect public and private property. LESSOR will make every reasonable effort to coordinate its emergency response with the LESSEE. To assist in that effort LESSEE shall provide LESSOR with an emergency contact number that may be reached 24 hours a day, seven days a week.

20. APPLICABLE LAWS.

(a) During the Term, LESSOR shall maintain its original Property and 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 and Utility Regulations relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) to the extent applicable to LESSEE, all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. This Agreement does not limit any rights Lessee may have in accordance with applicable Laws to install its own poles in the public rights-of-way or to attach Lessee's equipment to third-party poles located in the rights-of-way so long as such action complies with all Federal, State, and local laws and ordinances applicable.

(b) This Agreement shall in no way limit or waive either Party's present or future rights under applicable Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially preempted or superseded by changes in Laws, the Parties agree to amend the Agreement to reflect the change in Laws.

21. 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.

22. 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.

23. PUBLIC RECORDS. LESSEE acknowledges that information submitted to the LESSOR may be open to public inspection under State Law. LESSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the LESSOR as confidential. LESSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LESSOR. The LESSOR shall treat any information so marked as confidential until the LESSOR receives any request for disclosure of such information. In the event LESSOR is requested pursuant to, or required by, applicable law, regulation, or legal or administrative process to disclose any confidential information, LESSOR shall promptly notify LESSEE in writing within five (5) business days of receiving any such request, including a copy of the request, at Verizon Wireless - West Territory, Attention: Real Estate Manager, 10801 Bush Lake Road, Bloomington, Minnesota 55438, so that LESSEE may apply for a protective order or other appropriate remedy. In the event that LESSEE does not take any action to stop such disclosure or obtain a protective order concerning such disclosure within forty-eight (48) hours after LESSOR provides such notice to LESSEE, LESSOR may disclose the requested information which may include confidential information without any liability to LESSOR. LESSOR agrees to furnish only that portion of confidential information sought or advised by counsel to be legally required. In the event that LESSEE does take any action to stop such disclosure or obtain a protective order, LESSOR agrees to cooperate with LESSEE but at no cost or expenses of any kind to LESSOR. The LESSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

24. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT.

(a) 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.

(b) Prior to commencing Reconditioning Work, LESSOR shall provide LESSEE with not less than ninety (90) days prior written notice. Upon receiving that notice, it shall be LESSEE's sole responsibility to provide adequate measures to cover 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.

(c) During LESSOR's Reconditioning Work, LESSEE may maintain a temporary small cell communications 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 communications 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.

(d) 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.

(e) If the Poles need to be replaced ("**Replacement Work**"), LESSOR shall provide LESSEE with at least ninety (90) 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 communications 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 communications 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.

(f) If the Poles need to be repaired (due to storm, accidents 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 (800- 264-6620) 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 cell communications 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 cell communications facility, or if the Parties cannot agree on a temporary location, or if the Pole(s) cannot be repaired or replaced within thirty (30) days, LESSEE, at its sole discretion, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR. However, at LESSEE's sole option, within thirty (30) days after the casualty damage, LESSOR must provide LESSEE with a replacement Supplement to lease space at a new location upon which the Parties mutually agree.

\_[SIGNATURE PAGE FOLLOWS]

*[Balance of page intentionally left blank]*

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

**LESSOR:**

**City of Dubuque, Iowa**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**LESSEE:**

Dubuque Cellular Telephone L.P.

By: United States Cellular Operating Company  
of Dubuque

Its: General Partner

By \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A**

**LEASE SUPPLEMENT**

This Lease Supplement ("**Supplement**"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Dubuque, Iowa, whose principal place of business is 50 West 13<sup>th</sup> Street, Dubuque, Iowa 52001 ("**Lessor**"), and Dubuque Cellular Telephone L.P., whose principal place of business 8410 W. Bryn Mawr Avenue, Chicago, Illinois 60631, Attention: Real Estate Lease Administration ("**Lessee**").

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between the City of Dubuque, Iowa and Dubuque Cellular Telephone L.P., dated \_\_\_\_\_, 20\_\_, (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.** Lessor hereby leases to Lessee certain spaces on and within Lessor's Property listed on Exhibit 1, including, without limitation, Equipment Space, Cabling Space and Antenna Space on the Pole(s). The Equipment Space, Antenna Space, Cabling Space and Poles are as shown on Supplement **Exhibits 2**, attached hereto and made a part hereof.
3. **Term.** The Commencement Date of this Supplement shall be as set forth in **Paragraph 3** of the Agreement.
4. **Consideration.** Lease payment under this Supplement shall be One Hundred Fifty dollars (\$150.00) per year per pole, payable in annual installments as set forth in **Paragraph 3** of the Agreement. Lease payments shall be delivered to Lessor at 50 West 13<sup>th</sup> Street, Dubuque, Iowa 52001.
5. **Power Delivery.** Lessee shall obtain power directly from the local utility company.

**IN WITNESS WHEREOF**, the Lessor and the Lessee have executed this Supplement effective the day and year first above written.

**LESSOR:**

**City of Dubuque, Iowa**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A (continued)**

**LESSEE:**

Dubuque Cellular Telephone L.P.

By: United States Cellular Operating Company  
of Dubuque

Its: General Partner

By \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A (continued)**

**SUPPLEMENT EXHIBIT 1**

**List of Premises**

<b>Lessee Site Name</b>	<b>Nearest Address / Location</b>	<b>Site Specific Conditions if any</b>



**EXHIBIT A (continued)**

**SUPPLEMENT EXHIBIT 2**

**Equipment Space, Antenna Space, Cabling Space and Poles**



## Exhibit B

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Master Lease Agreement, \_\_\_\_\_, 2019.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Finance Director. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.

**Exhibit B (continued)**

**A) COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or equivalent.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Coverage is primary and non-contributory with respect to Lessee's liability assumed under Agreement.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:  
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.

**B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

**Exhibit B (continued)**

**D) RIGHT-OF-WAY WORK ONLY:**

**UMBRELLA/EXCESS** \$1,000,000

Umbrella/excess liability coverage must be at least following form with the underlying policies included herein.

**Exhibit B (continued)**

**PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.