

**LICENSE AGREEMENT FOR  
WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES**

This License Agreement For Wireless Installations on Public Structures (“Agreement”) is made and entered into as of the Effective Date by and between Town of Falmouth (“Licensor”) and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Licensee”).

**RECITALS**

WHEREAS, Licensee seeks to attach Wireless Installations to certain Structures and to utilize certain Infrastructure upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

**1. GRANT OF LICENSE**

1.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a license for Licensee’s use of the Licensed Site as necessary to utilize, replace or upgrade Licensor’s Structures and Infrastructure, as provided herein and as provided in the individual Site License Agreements signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor’s Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Agreement.

1.2 Permitted Use. Licensee may use Licensor’s Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

**2. TERM**

2.1 Agreement Term. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Agreement Initial Term. The Agreement Initial Term will automatically renew for two (2) successive seven (7) year renewal terms, unless Licensee provides Licensor written notice of termination at least eighteen (18) months prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be.

2.2 Site License Agreement Term.

(a) The initial term for each individual Site License Agreement shall commence on the Commencement Date and shall be for the Site License Initial Term. Promptly following Licensee’s receipt of Licensor’s written request, the Parties shall confirm in an Acknowledgment the Commencement Date and expiration date of the Site License Initial Term.

(b) Each Site License Agreement shall be automatically extended for four (4) successive Site License Renewal Terms unless Licensee notifies Licensor in writing of Licensee’s intent not to renew the Site License at least thirty (30) days prior to the expiration of the Site License Initial Term or the then applicable Site License Renewal Term, as the case may be.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate the Site License Agreement at least six (6) months prior to the expiration of the final Site License Renewal Term, or (ii) the Site License Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Site License Renewal Term, then upon the expiration of the final Site License Renewal Term this Agreement shall continue in force upon the same covenants, terms and conditions for

an Annual Term, and for Annual Terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. The yearly Fee during each Annual Term shall be equal to the Fee paid for the last year of the final Site License Renewal Term. If Licensee remains in possession of the Structure and/or Infrastructure after the termination of the Site License Agreement, then Licensee will be deemed to be occupying the Structure and/or Infrastructure on a Holdover Term basis, subject to the terms and conditions of this Agreement, irrespective of whether the Agreement has expired or been terminated.

(d) Notwithstanding anything herein, after the expiration or earlier termination of this Agreement, the terms and conditions of a Site License Agreement which was signed during the Term of the Agreement shall survive and remain in full force and effect until the expiration or earlier termination of such Site License Agreement.

### **3. CHARGES, BILLING AND PAYMENT**

#### **3.1 Annual Fee.**

(a) Licensee shall pay Licensor a Fee of Two-Hundred Seventy and No/100 Dollars (\$270.00) per Wireless Installation located in Licensor's right-of-way for each year of the Site License Term. The Fee is per Wireless Installation, and includes all Structure, Infrastructure, appurtenant equipment and facilities used in connection with each Wireless Installation. Except in the event of a voluntary termination of a Site License Agreement pursuant to Section 13.4(b) below, the Fee will be prorated for any partial year based on a 360-day calculation.

(b) On the fifth (5<sup>th</sup>) anniversary of the Commencement Date during the Site License Initial Term and thereafter on the commencement of each Site License Renewal Term exercised by Licensee, the Fee shall increase by Ten Percent (10%) over the Fee paid during the previous five (5) year period.

(c) Licensee shall pay Licensor a One-Time Fee of Two-Thousand and No/100 Dollars (\$2,000.00) within ninety (90) days from the Agreement signature date.

3.2 Timing of Payment. Licensee shall make the first payment of the Fee under any Site License Agreement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, the Fee shall be paid on or before each anniversary of the Commencement Date during the Site License Term.

3.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within ninety (90) days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

### **4. SITE LICENSE PROCESS**

4.1 Site License Application. Subject to Section 4.4 below, before installing any new or additional Wireless Installation onto any Structure or utilizing any Infrastructure, Licensee shall apply for a Site License Agreement from Licensor using a Site License Application in the form attached as Exhibit 2. Licensee will identify in the Site License Application any Licensor Work it believes needs to be performed in connection with Licensee's use of the Structure and/or Infrastructure.

4.2 Processing of Site License Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee of the specific deficiencies in any Site License Application within ten (10) days of its submission, and Licensor will take reasonable steps to approve or reject each Site License Application within forty-five (45) days of its submission. Licensor may, on Technical Grounds, deny all or part of a Site License Application, or limit the number and/or technical characteristics (*e.g.*, weight or size) of any Wireless Installation on any Structure or Infrastructure. In the event Licensor determines, based

upon Technical Grounds, that inadequate space or structural capacity exists on its Structure(s) or inadequate space or capacity exists on its Infrastructure to accommodate any proposed Wireless Installation, Licensee may elect to have such Structure(s) replaced or upgraded as part of Licensor Work or such Infrastructure replaced or upgraded as part of Licensor Work, at Licensee's sole expense, with Structure(s) or Infrastructure with adequate space and structural capacity to accommodate the proposed Wireless Installation. In the event of rejection on Technical Grounds of a Site License Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Site License Application, then the Parties shall promptly proceed in good faith to sign and deliver a Site License Agreement for the Wireless Installation in the form attached as Exhibit 3 fully consistent with Licensor's approval of the Site License Application.

4.3 Consolidated Site License Application. For small cell networks involving Wireless Installations on multiple Structures and/or Infrastructure, Licensee may, in its discretion, file a consolidated application for utilization of multiple Structures and Infrastructure, and upon approval by Licensor, the parties shall enter into a separate Site License Agreement for each approved Structure and/or Infrastructure location.

4.4 Modifications and Replacements. Except for any Wireless Installation installed upon a decorative Structure or upon a Structure located within either a scenic or historic district, subsequent to the original Wireless Installation approved by Licensor, Licensee may, without submitting a new Site License Application, modify or replace all or a portion of the Wireless Installation so long as such modification or replacement (a) results in the installation of equipment within the spaces designated or depicted in the Site License Application and (b) the resulting installation does not increase the load on the applicable Structure or the utilization of the Infrastructure beyond the loading or utilization, if any, that was established in the original Site License Application.

4.5 Pre-Approved Wireless Installations. Once a Wireless Installation design has become a Pre-Approved Wireless Installation for Licensee's use of a Structure and/or Infrastructure, then Licensee shall be allowed to install a Wireless Installation using any such Pre-Approved Wireless Installation without further land use review or approval by Licensor, subject to space and structural capacity and loading review by Licensor during the building permit review process. All other municipal reviews and approvals, including the execution of a Site License Agreement, building permits and right of way permits, shall apply to the installation of any Pre-Approved Wireless Installation.

## **5. LICENSOR WORK FOR STRUCTURES AND INFRASTRUCTURE**

5.1 Licensor Work. At the time of approving the Site License Application, Licensor will advise Licensee whether Licensor is willing to perform Licensor Work identified in the Site License Application. If Licensor indicates it is willing to perform the Licensor Work, Licensor will provide Licensee with a Licensor Work Cost Estimate within fourteen (14) days of Licensor authorizing the Site License Agreement in accordance with Section 4.2, unless Laws provides a different deadline. Licensee shall have sixty (60) days from the receipt of such a Licensor Work Cost Estimate to accept the estimate, unless Laws provides a different deadline.

5.2 Licensor Work Timeline. Licensor will begin Licensor Work promptly after it has received Licensee's Approved Licensor Work Cost Estimate and full payment thereof and complete all Licensor Work within sixty (60) days thereafter. If Licensor does not indicate that it is willing to perform the Licensor Work, Licensee may perform the Licensor Work itself.

5.3 Licensor Work Reconciliation. If the actual and reasonable costs incurred by Licensor in completing a Licensor Work exceed the pre-paid Approved Licensor Work Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within ninety (90) days of receipt of the invoice accompanied by reasonable substantiation. If such Licensor Work costs are less than the pre-paid Approved Licensor Work Cost Estimate, Licensor will refund the excess Licensor Work payment to Licensee within ninety (90) days following completion of the Licensor Work. No interest shall accrue on any Licensee overpayment or underpayment for Licensor Work

5.4 Costs To Rearrange/Adjust Facilities of Others. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Installation, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

## **6. GENERAL LICENSEE OBLIGATIONS**

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with (a) the requirements and specifications of Safety Codes; (b) Licensor's reasonable standards, and (c) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction. Changes to the requirements, specifications, standards, rules and orders in subsections (a), (b) and (c) shall not apply retroactively unless required by Laws, and Licensor shall give at least sixty (60) days' written notice of changes to the standards in subsection (c).

6.2 No Liens. Licensee will not allow to exist any lien with respect to any Structure or Infrastructure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of receipt of written notice from Licensor of the existence of such lien.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to access Structures and Infrastructure in accordance with all applicable industry and governmental standards and regulations.

## **7. UTILITIES.**

Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Installations. provided, however, that if Licensee elects to utilize Licensor's electrical service serving Licensor's Structure or Infrastructure for a particular Wireless Installation, then commencing on the first (1<sup>st</sup>) day of the month following the date that Licensee first utilizes Licensor's electrical service to provide power for the Wireless Installation, Licensee shall pay to Licensor a flat utility usage fee of Twenty Dollars (\$20.00) per month until such use is discontinued by Licensee. Additionally, Licensee shall have the right, at Licensee's sole cost, to replace existing lighting on a Structure utilized by Licensee either with LED or other form of energy saving lighting design reasonably approved by Licensor, and Licensor will own, operate, maintain and repair the replacement lighting.

## **8. OPERATION AND MAINTENANCE**

8.1 RF Emissions. Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

## 8.2 Interference.

(a) Licensee will operate its Wireless Installations in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, which transmissions are operated in compliance with Laws.

(b) Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies to use a Structure or Infrastructure, Licensor knows or has reason to know that such third party's use may cause Interference with the Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement.

(c) Licensor will not, nor will Licensor knowingly permit its employees, tenants, licensees, invitees, agents or independent contractors to cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within five (5) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner.

## 9. RELOCATION AND ABANDONMENT

9.1 Relocation for Public Improvement Projects. In the event Licensor desires to replace, relocate, modify, demolish, or in any way alter the Structure and/or Infrastructure in connection with a Public Improvement Project in a manner likely to cause Interference with Licensee's Wireless Installation, Licensor shall have the right to cause Licensee to relocate the Wireless Installation subject to the terms and conditions set forth herein; provided, however, Licensor shall use reasonable efforts to fully accommodate Licensee's continuing use of the Structure and/or Infrastructure as the case may be, without relocation if it is reasonably possible to do so.

(a) Relocation. If Licensor's Public Improvement Project requires Licensee to relocate its Wireless Installation from all or any portion of the Structure and/or Infrastructure, Licensor shall have the right to require Licensee to relocate the Licensed Space upon the following terms and conditions: (i) Licensor shall deliver to Licensee a Relocation Notice to relocate the Wireless Installation; (ii) Licensor shall identify a suitable Relocation Licensed Space to ensure that the Relocation Licensed Space provides substantially similar signal coverage for the Wireless Installation as that of the Licensed Space being relocated; (iii) such relocation will be performed exclusively by Licensee with costs allocated in accordance with Laws; (iv) Licensee shall have the right to operate a temporary cell site if feasible in a mutually agreeable location in the vicinity of the Licensed Space during such relocation with no additional fee due to Licensor; and (v) the Licensee Fee applicable to such Licensed Space shall abate until the Wireless Installation achieves full on-air operation in the ordinary course of Licensee's business in the Relocation Licensed Space. Licensee shall not be required to pay any additional application, review or other Licensor fees in connection with any relocation initiated by Licensor. If in Licensee's reasonable judgment no suitable Relocation Licensed Space can be found, then Licensee shall have the right to terminate the applicable Site License Agreement for which Licensor is requiring relocation upon written notice to Licensor, and without penalty or further obligation.

(b) Relocation In The Event of An Emergency. Notwithstanding Section 9.1(a) above, in the event of an Emergency, Licensor will endeavor to provide as much notice to Licensee for the relocation of the Wireless Installation as warranted by the circumstances pertaining to the Emergency.

9.2 Abandonment. If Licensor determines to Abandon any Structure and/or Infrastructure and Licensor so determines that the Structure and/or Infrastructure does not need to be permanently removed for reasons of public safety or security, then Licensor shall give Licensee ninety (90) days' prior written notice of Licensor's intent to Abandon the Structure or Infrastructure, as the case may be. Within such time, Licensee may (a) remove or otherwise dispose of its Wireless Installations at which time the Site

License Agreement shall automatically terminate without further liability to Licensee, or (b) elect to acquire title to the Structure and/or Infrastructure at no cost to Licensee in “as is, where is” condition. If Licensee elects to acquire title, then Licensor shall promptly execute and deliver a bill of sale and assignment transferring the Structure and/or Infrastructure to Licensee in “as is, where is” condition subject only to Licensor’s representation and warranty that Licensor is the sole owner, and Licensor owns the Structure or Infrastructure, as the case may be, free and clear of any liens, leases, licenses or other third-party rights or encumbrances. Licensee shall be under no obligation to provide, maintain or repair lighting or any other public service on any Structure or Infrastructure which Licensee may elect to acquire title from Licensor.

## **10. INSURANCE**

10.1 Certificate of Insurance. Licensee shall at its sole expense carry and maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A- VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required prior to the attachment of any Wireless Facilities.

### 10.2 Required Insurance.

(a) Workers’ Compensation and Employer’s Liability insurance, as required by statute, with Employer’s Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by Laws, the policy must include a blanket waiver of subrogation as respects to Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

- \$2,000,000 General Aggregate Limit
- \$1,000,000 Each Occurrence
- \$1,000,000 Each Occurrence - Personal Injury and Advertising Injury
- \$2,000,000 Products/Completed Operations Aggregate Limit

The required Commercial General Liability policy must include Licensor as an additional insured by endorsement with respect to this Agreement on a primary and non-contributory basis and a waiver of subrogation as respects to Licensor.

(c) Business Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

10.3 Notice of Cancellation. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above, with appropriate advance notice to Licensor, including the provision of information concerning the required procedures for the filing of claims by the Licensor.

## **11. LIMITATION OF LIABILITY.**

Notwithstanding any provision of this agreement to the contrary, in no event shall either party be liable for consequential, incidental, punitive, exemplary or indirect damages suffered by the other party or by any customer or any purchaser of such party or any other person, for lost profits or other business interruption damages, whether by virtue of any statute, in tort or in contract, except that the express indemnification obligations made by the parties in section 12 of this agreement shall still apply.

## **12. INDEMNIFICATION**

12.1 Indemnification By Licensee. To the extent permitted by Laws, Licensee shall indemnify, hold harmless and, at Licensor's sole option, defend Licensor Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensor Indemnitees, or any of them, may incur, asserted by third parties against Licensor Indemnitees, or any of them, by reason of the negligent installation, operation, use, repair, or removal of Wireless Installations or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensor Indemnitees, or any of them.

### **13. DEFAULT AND TERMINATION**

13.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, then thereafter Licensor may elect any of the following remedies:

- (a) suspend Licensee's access to the Structure or Infrastructure to which the Default pertains;
- (b) terminate the specific Site License Agreement(s) or affected portion thereof covering the Structure(s) or Infrastructure to which the Default pertains;
- (c) require Licensee's obligation to which the Default has been declared to be specifically performed; or
- (d) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

13.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

#### 13.3 Voluntary Termination of Site License Agreement.

(a) A Site License Agreement may be terminated by Licensee for any reason or no reason, and without further liability to Licensee, at any time prior to the Commencement Date effective upon written notice to Licensor.

(b) A Site License Agreement may be terminated by Licensee after the Commencement Date without cause effective upon the later of (i) thirty (30) days' following written notice to Licensor and (ii) the date of removal of the Wireless Installation, as long as Licensee pays Licensor a termination fee equal Twenty-Five Percent (25%) of the Fee, at the then-current rate. Notwithstanding the foregoing, no such termination fee will be payable on account of the termination of a Site License Agreement by Licensee under any termination provision contained in any other Section of this Agreement, including the following: Section 9.1(a), 9.2, 13.2, 13.3(a) or 14. Additionally, in the event Licensee has paid a Fee to Licensor for the use of the Licensed Site, then Licensor shall have the right to retain the Fee without refund or other credit to Licensee.

### **14. CASUALTY.**

In the event of damage to a Structure and/or Infrastructure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably be expected to disrupt Licensee's operations on the Structure and/or Infrastructure, for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event; (i) terminate the applicable Site License Agreement or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Structure and/or Infrastructure, as the case may, be until such time as the Structure and/or Infrastructure is restored and the Wireless Installation is returned to

full on-air operation in the ordinary course of Licensee’s business; or (iii) submit a new Site License Application for an alternate location equivalent to Licensee’s current use of the Structure and/or Infrastructure, in which case Licensor shall waive the application fee and transfer all remaining rights to the new Structure and Infrastructure, as the case may be, as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Site License Agreement, notice of termination shall cause the applicable Site License Agreement or affected portion thereof to terminate 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 applicable Site License Agreement. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof, and to be reimbursed for any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Site License Agreement, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that the Wireless Installation is returned to full on-air operation in the Licensed Site in the ordinary course of Licensee’s business.

**15. MISCELLANEOUS PROVISIONS**

15.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, or by email as set forth below with confirmed delivery, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

<p><b>If to Licensee (including invoices):</b></p> <p>New Cingular Wireless PCS, LLC          Attn: Tower Asset Group – Lease Administration          Re: Wireless Installation on Public Structures          (Town of Falmouth FA No.:14814911          1024 Lenox Park Bld. NE 3<sup>rd</sup> Floor          Atlanta, GA 30319</p>	<p><b>If to Licensor:</b></p> <p>Town of Falmouth Town Manager          271 Falmouth Road          Falmouth, ME 04105</p>
<p><b>With a copy to the AT&amp;T Legal Department:</b></p> <p>New Cingular Wireless PCS, LLC          Attn: AT&amp;T Legal Dept. - Network Operations          Re: Wireless Installation on Public Structures          (Town of Falmouth) FA No: 14814911          208 S. Akard Street          Dallas, TX 75202-4206</p>	<p><b>With a copy to the Town of Falmouth Attorney:</b></p> <p>Alyssa Tibbetts            Jensen Baird Gardner &amp; Henry          P.O. Box 4510          Portland, ME 04112-4510          (207) 775-7271</p>
<p><b>With a copy to:</b>  <a href="mailto:TowerNotices@list.att.com">TowerNotices@list.att.com</a></p> <p>Include AT&amp;T:          Site Name: Town of Falmouth (ME)          Site # _____          Fixed Asset #14814911</p>	

**Contact Number for day to day operation:**

**Licensor:** 1-781-741-1476  
**Licensee:** 1-207-699-5329



Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

15.2 Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any Event of Force Majeure.

15.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Structures are located.

15.4 Compliance with Laws. Licensee and Licensor agree to comply with all Laws.

15.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the state of Maine without regard to its conflict of laws principles, and, where applicable, federal law.

15.6 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

15.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the Fee shall remain unchanged for any Wireless Installations in place as of the time the New Law became effective. In the event that the Parties are unable to agree upon such new rates, terms of conditions within ninety (90) days after such notice, then any rates contained in the New Law shall apply as of the effective date of the New Law forward (except as to the Fee for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the parties are negotiating.

15.8 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

15.9 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

15.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

15.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

15.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**Town of Falmouth**

**NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company**

**By: AT&T Mobility Corporation  
Its: Manager**

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

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

Name: Nathan Poore

Name: \_\_\_\_\_

Its: Town Manager

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

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

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

**EXHIBIT 1**  
**DEFINED TERMS**

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

“Abandon” means to permanently relinquish ownership of a Structure and/or Infrastructure in its then existing location.

“Acknowledgment” means a written memorandum signed by the Parties confirming the Commencement Date and the date of expiration of the Site License Initial Term.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a Party.

“Agreement Initial Term” means an initial term of seven (7) years.

“Annual Term” means a term of one (1) year.

“Approved Licensor Work Cost Estimate” means Licensee’s written approval of a Licensor Work Cost Estimate.

“Casualty Event” means any casualty, fire, act of God, or other harm affecting a Structure and/or Infrastructure licensed in whole or in part to Licensee pursuant to a Site License Agreement.

“Commencement Date” means the first day of the month following the day Licensee commences installation of the Wireless Installation at a particular location under a Site License.

“Days” means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Structure is located), that date shall be extended to the next business day.

“Default” means the failure by a Party to perform any material term or condition of this Agreement where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Agreement which the Party is alleged to have failed to perform Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party again whom the failure to perform has been alleged.

“Effective Date” means the latest date in the signature blocks in the Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“Event of Force Majeure” means any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement.

“FCC” means the Federal Communications Commission.

“Fee” means the annual payment for Licensee’s Permitted Use of the Structure and Infrastructure at the Licensed Site.

“Holdover Term” means a month to month term following the termination of a Site License Agreement.

“Infrastructure” means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to a Structure or otherwise located in the public right of way or other location controlled or owned by Licensor.

“Interference” means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee’s Wireless Installation utilizing a Structure or Infrastructure authorized to be used by Licensee pursuant to Site License Agreement.

“Laws” means all federal, state and local laws, orders, rules and regulations applicable to Licensee’s use of the Wireless Installation on the Structure and/or Infrastructure and Licensor’s ownership and use of the Structure, Infrastructure and any other improvements or equipment in the public right of way, as the case may be.

“Licensed Site” means the areas approved for Licensee’s Permitted Use as described or depicted in a Site License Agreement.

“Licensee Indemnitees” means Licensee, its employees, affiliates, officers, directors, successors and assigns.

“Licensor Indemnitees” means Licensor, its officers, officials and employees.

“Licensor Work” means the work required on, in or to Licensor’s Structure and/or Infrastructure to accommodate Licensee’s Wireless Installation, including relocating, replacing, upgrading and/or reinforcing the existing Structure or Infrastructure.

“Licensor Work Cost Estimate” means Licensor’s written estimate of the estimated direct costs, including fully loaded labor costs to perform the Licensor Work in a Site License Application.

“NEC” means the National Electric Code.

“NESC” means the National Electrical Safety Code.

“New Laws” means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

“Person” or “Persons” means any person or entity;

“Party” means individually Licensor and Licensee.

“Parties” means Licensor and License collectively.

“Relocation Notice” means a written notice delivered to Licensee at least twelve (12) months prior to the date of Licensor’s desired relocation deadline.

“Permitted Use” means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Installation necessary for the successful and secure use of the Licensor’s Structures and Infrastructure.

“Pre-Approved Wireless Installation” means any Wireless Installation design for Licensee’s use of a Structure and/or Infrastructure which has been approved in writing by Licensor.

“Public Improvement Project” means any construction or expansion of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within Licensor’s jurisdiction undertaken by or on behalf of Licensor. Public Improvement Project does not include work undertaken for the benefit of a non-governmental entity, even if such work is performed by Licensor.

“Relocation Licensed Space” means an alternate Licensed Space on a Structure and/or Infrastructure, as the case may be, where Licensor may relocate its Wireless Installation pursuant to a Relocation Notice.

“RF” means radio frequency.

“Safety Codes” means collectively the NEC, NESC, and any and all other applicable regulatory codes for safe practices when performing work on or near a Structure and/or Infrastructure.

“Site License Agreement” means the Site License Agreement attached as Exhibit 3.

“Site License Application” means an application by Licensee to use a Licensed Site in the form attached as Exhibit 2.

“Site License Initial Term” means an initial term of ten (10) years.

“Site License Renewal Term” means a renewal term of five (5) years upon the same terms and conditions as set forth in the applicable Site License.

“Site License Term” means collectively the Site License Initial Term, any Site License Renewal Terms, any Annual Terms and any Holdover Term.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

“Term” means the Agreement Initial Term and any renewal terms exercised pursuant to Section 2.1 of the Agreement.

“Wireless Installation” means antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Licensee, and all associated equipment, located in, under, upon, adjacent to or through a Structure or Infrastructure owned or controlled by Licensor pursuant to a Site License Agreement (in accordance with Section 4.2 hereof) approved in writing by Licensor.

**EXHIBIT 2  
SITE LICENSE APPLICATION**

Page 1 of 2

			<u>Equipment Owner</u>			<u>Applicant (if different than Equipment Owner)</u>
Application Date:	11/10/20	Name:	New Cingular Wireless PCS, LLC	Name:	Centerline Communications	
Site Name/Project #:	AT&T CRAN	Address:	550 Cochituate Rd, Framingham, MA 01701	Address:	750 West Center Street, Suite 301, West Bridgewater, MA 02379	
		Contact Name:	Rich Detch	Contact Name:	Craig Cody	
Approved by:		Phone #:	508-596-9245	Phone #:	781-831-1281	
Date:				Email:	ccody@clinellc.com	

Approval of this application does not constitute as the permitting approval of the Wireless Installation; a separate application for permitting is required for construction and operation.

**SITE LICENSE APPLICATION**

**WIRELESS INSTALLATION – STRUCTURE REPLACEMENT**

Structure Pole #		Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
		LAT	LONG						
Existing	202A US-1	43.719086	-70.233136						
New	202A US-1	43.719086	-70.233136	28'8"	24.7"x10"x10"	19lbs.	1930- 1945MHz  2170- 2180MHz	5170- 5250MHz  5735- 5835MHz	92W/82W Transmit  1.6W Receive
Existing									
New									
Existing									
New									
Existing									
New									
Existing									
New									
<b>Notes:</b>									

**EXHIBIT 3**  
**FORM OF SITE LICENSE AGREEMENT**

This is Site License Agreement, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between Town of Falmouth (“Licensor”) and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Licensee”).

1. License Agreement for Wireless Installations on Public Structures. This Site License Agreement as referenced in that certain License Agreement for Wireless Installations On Public Structures, between Licensor and Licensee dated \_\_\_\_\_, 2020 (“Agreement”). Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations. Licensee shall have the right to install and attach Wireless Installations on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific Structure and Infrastructure as identified and described in Exhibit 1 attached hereto (collectively the “Licensed Site”).

3. Term. The Site License Term of this Site License Agreement shall be as set forth in Section 2 of the Agreement.

4. Fee. The Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section 3 of the Agreement.

5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]



LICENSOR: Town of Falmouth

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

Name: Nathan Poore \_\_\_\_\_

Title: Town Manager \_\_\_\_\_

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

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware Limited Liability Company

By: AT&T Mobility Corporation

Its: Manager

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBITS**

- 1 Licensed Sites, Wireless Installation Equipment List and Plans

**EXHIBIT 1 TO SITE LICENSE AGREEMENT**

**Licensed Site, Wireless Installation Equipment List and Plans**

Licensee Wireless Installation Reference: PAL2 1C Node

FA: 14814911

Site Name: CRAN\_PORT\_02\_P4A

PTN / PACE: 2056A0ENZ9 / MRCTB027528

Structure Latitude and Longitude (Approximate):

43.719086 -70.233136

Wireless Installation Plans: See enclosed Exhibit RevA Sheet A-1 drawn by Hudson Design Group dated 09/21/20

Wireless Installation Equipment List: See enclosed Exhibit RevA Sheet A-2 drawn by Hudson Design Group dated 09/21/20