

Order 98-17/18

Passage: 8-0 (Thibodeau absent) on 11/6/2017

ETHAN K. STRIMLING (MAYOR)  
BELINDA S. RAY (1)  
SPENCER R. THIBODEAU (2)  
BRIAN E. BATSON (3)  
JUSTIN COSTA (4)

**CITY OF PORTLAND  
IN THE CITY COUNCIL**

Effective 11/16/2017

DAVID H. BRENERMAN (5)  
JILL C. DUSON (A/L)  
PIOUS ALI (A/L)  
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE MASTER LEASE AGREEMENT WITH  
MOBILITIE, LLC  
RE: LEASING LIGHT POLES FOR SMALL CELL TECHNOLOGY**

**ORDERED,** that an agreement with Mobilitie, LLC for small cell technology for voice and data transmission is hereby approved with substantially the same terms as attached hereto; and

**BE IT FURTHER ORDERED,** that the City Manager is hereby authorized to execute the Mobilitie, LLC Master Lease Agreement and whatever other documents are necessary to effect the intent and purpose of the Mobilitie, LLC, including leases of specific light poles that are governed by this Master Lease.

# MASTER LEASE AGREEMENT

## (Small Cell)

This Master Lease Agreement (the "Agreement") made this 16th day of November 2017, between the City of Portland, Maine, a body corporate and politic with its principal offices located at 389 Congress Street, Portland, Maine 04101, hereinafter designated LESSOR, and Mobilite, LLC, a limited liability company organized and existing under the laws of the state of Nevada with a mailing address of 660 Newport Center Drive, Suite 200, Newport Beach, CA 92660 (telephone number 877-999-7070), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

WHEREAS, LESSOR is the owner of or holds a leasehold interest in certain facilities; and

WHEREAS, LESSEE desires to install, maintain and operate communications equipment upon certain of LESSOR's facilities, such as utility, traffic and light poles; and

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

WHEREAS, LESSOR and LESSEE acknowledge that they may enter into a lease supplement ("Supplement"), a copy of a form of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to lease.

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

1. **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space on its utility/ traffic/ light poles, including pole tops and pole top extenders and brackets (collectively referred to as the "Pole Space") situated on the property identified in the applicable Supplement (the "Property") for the installation, operation and maintenance of communications equipment. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install standalone poles (referred to as "Monopoles") or other such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be reasonably designated by LESSOR. The LESSOR also agrees to lease to

LESSEE such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between the Pole Space and/or Monopoles and to all necessary electrical and telephone utility sources located on or adjacent to the Property; 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 (unless otherwise stated in the applicable Supplement), over the Property for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Pole Space, Monopoles, and Cabling Space are hereinafter collectively referred to as the "Premises," and, should LESSOR agree to lease the Premises to LESSEE, shall be as described in a Supplement to be executed by the Parties. In the event that LESSOR intends to remove or relocate a Pole or Monopole that is the subject of a Lease Supplement, LESSOR shall provide LESSEE with reasonable advance notice of its intent to do so, and LESSOR and LESSEE shall attempt, but shall not be obligated, to identify a mutually agreeable, alternative location that technologically and functionally meets LESSEE's needs. In the event agreement cannot be reached, the supplement shall be terminated, LESSEE shall take down its Monopole or remove its equipment, conduits, fixtures and all personal property from the Pole in accordance with section 16 of this Agreement, and the parties shall have no further obligations to each other under the terms of the supplement, except to the extent that any terms are intended to survive termination.

2. CONDITION OF PREMISES. LESSOR shall deliver the Premises to LESSEE, and LESSEE agrees to accept the Premises, in "as is" condition without representation or warranty by LESSOR as to its condition or fitness for a particular purpose.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty-five (25) 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 five (5) years and shall commence on the date set forth in the applicable Supplement (the "Commencement Date"). Rental payments shall commence when the LESSEE's equipment is operational and on-air and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it 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 thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 21 below, LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement if a specific date is not set forth, The rent under this Agreement and any Supplements does not include any utility expenses, All utility expenses are LESSEE's responsibility.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's ownership of the Property and right to receive rental payments under each Supplement, such as a copy of LESSOR's deed to the Premises or other documentation

reasonably requested by LESSEE; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) complete, accurate and fully executed forms issued by a federal, state or local taxing authority and reasonably requested by LESSEE for LESSEE's compliance with federal, state or local withholding and/or reporting requirements. Within thirty (30) days of LESSOR's transfer of an interest in any Property, Supplement or this Agreement, LESSOR shall notify LESSEE of such transfer, and any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be reasonably acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite to the payment of rent by LESSEE and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have the right to withhold rental payments until Rental Documentation has been supplied to LESSEE as provided herein, whereupon LESSEE shall promptly bring rental payments current.

Within thirty (30) days of a written request from LESSEE due to a change in ownership or right to receive rental payments, conflicting claims to rental payments, changes in governmental reporting requirements or comparable reasonable cause, LESSOR or any assignee(s) or transferee(s) of LESSOR, agrees to provide updated Rental Documentation. Delivery of such Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have the right to withhold rental payments until Rental Documentation has been supplied to LESSEE as provided herein, whereupon LESSEE shall promptly bring rental payments current.

4. ELECTRICAL. LESSOR shall, at all times during the Term of each Supplement, provide electrical service and telephone service access to the Premises, provided, however, that if such service is not already available at the Premises, the installation of such services shall be at LESSEE's sole expense.

Monopole and Pole Attachments: Metering and payment of electricity shall be addressed in each applicable Supplement.

5. MISCELLANEOUS OBLIGATIONS OF LESSEE. The LESSEE, at the LESSEE's sole expense shall:

a. Determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the Premises. LESSOR makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for the Premises for LESSEE use;

b. Incur the cost of any fit-up improvements;

c. Before making any modifications or improvements to the Premises, LESSEE shall obtain LESSOR's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however, prior written approval shall not be required for modifications or replacements that do not increase the size of Premises

occupied by LESSEE or increase structural loading. LESSEE agrees that all work shall be completed in compliance with all applicable state and municipal codes and ordinances;

d. Retain the ability to use contractors selected by the LESSEE to perform pre-construction surveys and necessary make-ready work.

e. LESSEE shall at all times maintain its facilities, equipment, antennas, conduits and any other property on the Premises in good and safe working order and repair.

6. OBLIGATIONS OF LESSOR. The LESSOR shall provide, at LESSOR's expense, only the following services: Maintenance and repair of its poles and pole space, reasonable wear and tear, damage by fire and other casualty excepted. Provided, however, that if any maintenance, repair, or replacement is made necessary by fault or neglect of the LESSEE or LESSEE's employees, contractors, customers, agents, or anyone else on the Premises with LESSEE's permission, such maintenance, repair, or replacement shall be at the expense of the LESSEE, and LESSEE shall pay all costs therefor. Except as set forth herein, the LESSOR shall have no obligation to maintain, repair, or replace any part of the Premises, but shall have the right to do so in its sole discretion.

7. INSPECTION AND ENTRY. LESSOR and/or its agents shall have the right, but not the obligation, to enter to view and make any repairs or inspection of the Premises at any time.

8. EXTENSIONS; RENTAL INCREASES. Each Supplement shall automatically be extended for one additional five (5) year term unless LESSEE terminates it at the end of the initial term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the initial term. At the end of the first five (5) year extension term the Supplement shall be further extended for up to three additional five (5) year terms unless either LESSOR or LESSEE terminates it at the end of the then current term by giving the other written notice of the intent to terminate at least three (3) months prior to the end of the then current term. Within thirty (30) days prior to expiration of the initial term or any subsequent extension term, the annual rental payment during all extensions for each Supplement shall be negotiated between LESSOR and LESSEE. 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.

9. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, remove, add or otherwise modify its utilities, 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. In the event the LESSEE's utilities, equipment, antennas, and/or conduits are relocated, the LESSOR and LESSEE shall attempt, but shall not be obligated to, identify a mutually agreeable,

alternative location that technologically and functionally meets LESSEE's needs. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory structural analysis which will permit LESSEE use of the Premises as set forth above. These approvals include and are not limited to Local approval from the LESSOR, via a signed form attached to this contract as Exhibit A, which is required prior to any installation or expansion of any pole or monopole within the City of Portland. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority per paragraph 6(b), LESSOR shall have the right to terminate the applicable Supplement. If the (i) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, (ii) LESSEE determines that any structural analysis is unsatisfactory; (iii) LESSEE determines that the Premises is no longer technically compatible for its use, or (iv) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate the applicable Supplement. 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 20 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR for the terminated Supplement. LESSEE acknowledges and agrees that the City of Portland is acting as landlord, and not in its regulatory capacity, in connection with this Agreement.

#### 10. INDEMNIFICATION.

a. General. To the fullest extent permitted by law, LESSEE shall at its own expense defend, indemnify, and hold harmless the LESSOR, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, or damage to property sustained by anyone (including but not limited to LESSOR employees or property) arising from or in any way related to the operation of the LESSEE'S communications facility or LESSEE's use of or presence on any Premises or LESSOR's Property in connection with this Agreement or any Supplement, including but not limited to claims based upon violation by LESSEE, its officers, agents, servants or employees of any environmental law or regulation arising during the term of this agreement, except to the extent that such claims are caused by a negligent act or omission of the LESSOR, its officers, agents, servants or employees. LESSEE shall not be responsible for any existing environmental conditions, including any contamination, which existed prior to the date of this Agreement or to any environmental conditions or contamination to the extent not caused by LESSEE or those acting on its behalf.

LESSEE shall, at its own cost and expense, defend any and all suits or actions, just or

unjust, which may be brought against LESSOR or in which LESSOR may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which LESSOR is a party, LESSOR shall have the right to participate at its own discretion and expense and no such suit or action shall be settled without prior written consent of LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to LESSOR which would otherwise exist.

b. Covenant against liens: LESSEE shall not cause or permit any lien against the LESSOR's property or any improvements thereto to arise out of or accrue from any action or use thereof by LESSEE and shall hold the LESSOR harmless therefrom; provided, however, that LESSEE may in good faith contest the validity of any alleged lien. Upon request of the LESSOR, LESSEE shall post a bond warranting payment of any such lien in the event LESSEE contests such lien.

c. Survival. The Terms of this Section shall expressly survive the expiration or termination of this Agreement.

#### 11. INSURANCE.

a. The LESSEE will maintain at all times during its use and occupancy of the Premises the following insurance coverage: commercial general liability with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$1,000,000 general aggregate including fire legal liability; commercial automobile liability in the amount of \$1,000,000 each accident for bodily injury and property damage; and workers compensation insurance in compliance with the statutory requirement of the State of Maine and employer's liability with a limit of One Million Dollars (\$1,000,000) each accident/disease/policy. Prior to the commencement of any work on or occupancy of the Demised Premises, and annually thereafter, the LESSEE shall furnish the LESSOR with certificates of insurance indicating compliance with this paragraph in a form reasonably satisfactory to LESSOR. Upon receipt of notice from its insurer LESSEE shall provide LESSOR with thirty (30) days prior written notice of cancellation, and the LESSOR shall be included as an additional insured as its interest may appear under this Agreement on the commercial general liability and commercial automobile liability policies, which shall be stated on such certificates. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, to the extent caused by, or resulting from negligent acts, operations, or omissions of LESSEE. The Workers' Compensation insurance shall include a waiver of subrogation against the City of Portland, its officers or employees. LESSOR reserves the right to require a commercially reasonable increase in the minimum insurance limits hereunder at the commencement of any renewal term of a Supplement under this Agreement.

b. LESSEE shall be responsible for covering its own equipment and other property with such property and casualty insurance as it deems necessary and LESSOR shall have no responsibility therefor. LESSEE assumes all risk of damage, loss or casualty to its

equipment and other property while located at the Premises, except if the cause of such damage is the result of the negligent act or omission of LESSOR, its officers or employees. Except as set forth above, LESSEE shall defend, indemnify and hold the LESSOR harmless from any claim arising out of or relating to any damage, loss or casualty to LESSEE's equipment or other property while at the Premises. The property insurance shall include a waiver of subrogation against the LESSOR.

c. The limits of coverage set forth above may be increased in LESSOR's sole discretion upon reasonable written notice to LESSEE and reasonable opportunity for LESSEE to acquire the necessary coverage.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraph 10, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR.

14. Intentionally omitted.

15. 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 lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, 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 equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate a Supplement or relocate the equipment on account of such interference as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants 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. 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. Notwithstanding anything to the contrary in this paragraph, LESSOR shall be entitled to terminate any Supplement on account of any interference with LESSOR's emergency



communications systems if LESSEE fails to power down the interfering equipment promptly following notice from LESSOR (except for intermittent testing), or fails to correct such interference within 30 days.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after 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 such 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.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LESSEE'S rights hereunder and under the terms of the Supplement.

18. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the original and any extended terms of the Agreement and any Supplement, and that the Agreement is signed by a duly authorized individual.

19. ASSIGNMENT.

a. This Agreement and each Supplement under it may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without LESSOR's prior written approval.

b. The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain facilities deployed by LESSEE pursuant to this Agreement may be owned and/or operated by LESSEE's third-party wireless carrier customers ("Carriers") and installed and maintained by LESSEE pursuant to separate license agreements between LESSEE and such Carriers, provided, however, that (i) such facilities shall be treated as LESSEE's facilities for all

purposes under this Agreement, (ii) LESSEE shall be responsible and liable for all performance obligations under the Agreement with respect to such facilities, (iii) LESSOR's sole point of contact regarding such facilities shall be the LESSEE; and (iv) LESSEE shall have the right to remove and relocate the facilities as though they were owned by LESSEE. LESSOR acknowledges that LESSEE may include third party-owned equipment in its initial installation of facilities and that such inclusion shall not be considered a sublicense to a third party subject to the provisions of this paragraph.

c. Notwithstanding anything to the contrary herein, this Agreement is not intended to and shall not be construed to give any of such Carriers or any other third party any interest or rights with respect to or in connection with any agreement or provision contained herein.

Notwithstanding any assignment of this Agreement or a Supplement, LESSEE shall remain liable jointly and severally with the assignee with respect to the obligations of LESSEE hereunder. 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.

20. NOTICES. All notices hereunder must be in writing and shall be deemed 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 any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:           City of Portland  
                      389 Congress Street  
                      Portland, Maine 04101  
                      Attention: City Manager

LESSEE:           660 Newport Center Drive  
                      Suite 200  
                      Newport Beach, CA 92660  
                      Attention: Legal Department

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

21. Intentionally omitted.

22. DEFAULT. A party shall be determined to be in default hereunder if it shall fail to perform any obligations or comply with any terms or conditions stated herein or in any Supplement within thirty (30) days after receipt of notice of such failure from the other party or (if the default is of such nature that it cannot be cured within such period) if it shall fail to commence to cure the default within such period and thereafter diligently prosecute the cure to completion within a reasonable time. Upon such default and failure to cure, the non-defaulting party shall have the right, at its option, and in addition to any other remedies, to terminate the applicable Supplement

by giving the defaulting party written notice thereof and upon the giving of such notice, such Supplement shall cease. Upon any termination of the applicable Supplement, LESSEE shall quit and surrender to LESSOR the Premises in accordance with the provisions of this Agreement and the Supplement. Further, upon any termination, LESSEE shall remain liable to LESSOR for all rent and fees accrued and unpaid up to the date of such termination. LESSEE shall pay all reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel and consultant fees, incurred by LESSOR on account of LESSEE's failure to comply with any of the terms of this Agreement or any Supplement, holding-over, and/or as a result of LESSEE's default under this Agreement or any Supplement.

23. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

#### 24. APPLICABLE LAWS.

a. During the Term, LESSOR shall maintain the Property, in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with all Laws relating solely to LESSEE's specific and unique nature of use of the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

b. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the FCC or its successor agency) and any binding judicial interpretations thereof (collective, "Laws") that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the [Effective Date] and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the

LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Maine without reference to its choice of law rules. The parties hereto hereby consent to the exclusive jurisdiction of the Maine Superior Court and Federal District Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any Supplement or any of the obligations thereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Courts.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**CITY OF PORTLAND**

**WITNESS**

\_\_\_\_\_

By: \_\_\_\_\_  
Jon P. Jennings \_\_\_\_\_  
Its City Manager

**LESSEE:**

**MOBILITIE, LLC**

**WITNESS**

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT "A"

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this \_\_\_ day of 2017 between City of Portland, Maine, a body corporate and politic with its principal offices located at 389 Congress Street, Portland, Maine 04101 ("Lessor"), and Mobilitie, LLC, a limited liability company organized and existing under the laws of the state of Nevada with a mailing address of 660 Newport Center Drive, Suite 200, Newport Beach, CA 92660 (telephone number 877-999-7070) ("Lessee").

1. Master Lease Agreement. This Supplement is a Supplement as referenced in that certain Master Lease Agreement between the City of Portland, Maine and Mobilitie, LLC dated \_\_\_\_\_2017, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Premises. Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at <INSERT SITE ADDRESS>, as follow:

(the "Premises"). The Premises are as shown on Exhibit "1" attached hereto and made a part hereof.

3. Term. The Commencement Date and the Term of this Supplement shall be \_\_\_\_\_.

4. Consideration. Rent under this Supplement shall be <ANNUAL RENT> per year, payable to <PAYEE> at <REMITTANCE ADDRESS>.

In consideration for electrical service, metering and payment of electrical charges shall be handled as follows:

5. Site Specific Terms. (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

**LESSOR:**

**CITY OF PORTLAND**

**WITNESS**

\_\_\_\_\_

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

Jon P. Jennings \_\_\_\_\_  
Its City Manager

**LESSEE:**

**MOBILITIE, LLC**

WITNESS

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_