

Order 29-16/17

Passage: 7-0 (Hinck absent, Thibodeau recused) on 8/1/2016

Effective 8/11/2016

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE AGREEMENT WITH VERIZON WIRELESS
FOR THE INSTALLATION OF SMALL CELL TECHNOLOGY**

ORDERED, that an agreement with Verizon Wireless to lease city property for the installation of small cell technology is hereby granted in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

MASTER LEASE AGREEMENT

(Small Cell)

This Master Lease Agreement (the "Agreement") made this ___ day of _____, 2016, 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 Portland Cellular Partnership, a Maine general partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), 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 buildings and facilities, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to LESSEE; and

WHEREAS, LESSEE desires to install, maintain and operate communications equipment in and/or upon certain of LESSOR's buildings and other facilities, such as utility, traffic and light poles ("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.

a. Building Collocations: Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space within (the "Floor Space") and/or on the roof (the "Rooftop Space") of LESSOR's building identified in the applicable Supplement (the "Building", and the Building and LESSOR's surrounding real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the

Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on 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 and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Rooftop Space, Antenna Space 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 there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

b. Pole Attachments: 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 Pole, etc. (the "Pole Space") situated on the property identified in the applicable Supplement (the "Property") for the installation, operation and maintenance of communications equipment; together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between the Pole Space 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 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 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 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 as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY.

a. Building Collocations: 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. LESSOR agrees to inform LESSEE in the applicable Supplement of any condition of the Premises of which LESSOR has actual knowledge that makes the Building or Property unsound, not in compliance with Laws or environmentally unsafe for purposes of LESSEE's proposed installation.

b. Pole Attachments: 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") at which time rental payments shall commence 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.

a. Building Collocations: If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install, at LESSEE's expense, an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption for each Supplement on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 (or emailed to: livebills@ecova.com), telephone number 1-866-322-4547, or to such other place as LESSEE may designate by written notice; shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"); and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

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

For building collocations LESSEE shall be permitted at any time during the Term 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 all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR's Director of Facilities Management ("Director"). LESSEE shall have the right, at its expense, to install conduits connecting the temporary power source and related appurtenances to the Premises.

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, including, 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 building codes and ordinances;
- d. Maintain the Premises in good repair and in a clean and sanitary condition;
- e. Properly bag and remove all trash and garbage from the Premises; and
- f. Pay and be responsible for all utilities pertaining to the Premises.

6. OBLIGATIONS OF LESSOR. The LESSOR shall provide, at LESSOR's expense, only the following services: Maintenance and repair of the roof, exterior walls, and structure of the Building, 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.

7. INSPECTION AND ENTRY. LESSOR and/or its agents, may, with advance reasonable notice, enter to view and make any repairs or inspection of the Premises. The LESSOR shall have the right of immediate entry without notice in the event of any emergency or if LESSEE fails to pay rent, commits waste, or otherwise fails to comply with terms and conditions hereof beyond the applicable notice and cure period.

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 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. The annual rental for each Supplement extension term shall be equal to one hundred fifteen percent (115%) of the annual rental in effect during the immediately preceding five (5) year 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.

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, 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. 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 of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory structural analysis which will permit LESSEE use of the Premises as set forth above. 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 (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, (iv) LESSEE determines that any structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use 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 21 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), 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. Any insurance provided by the LESSEE shall be primary to any coverage which the LESSOR may provide. 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.

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 three (3) 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. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term of any Supplement to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE (i.e., the portion exclusively occupied by LESSEE), for the purpose of operating and maintaining communications facilities which include the communications facility of LESSEE or the management thereof, with or without an assignment of the Supplement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. LESSEE acknowledges that this paragraph does not apply to a lease or license by LESSOR to other users desiring to co-locate on the Building or Property in areas not exclusively occupied by LESSEE, and such leases and licenses for co-location shall not give rise to a right of first refusal in favor of LESSEE.

18. 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 or the Building 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 Building and or 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.

19. 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.

20. ASSIGNMENT. 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, which approval will not be unreasonably withheld, delayed or conditioned. 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.

21. 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: Portland Cellular Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

22. RECORDING. 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 rent payments.

23. 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.

24. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably

be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. 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.

25. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, (and in the case of a building collocation, the Building, Building systems, common areas of the Building, and all structural elements of the Premises) 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, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building or Pole in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

26. 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 in which the Premises is located 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

By: _____

Print Name: _____

Its: _____

Date: _____

WITNESS

LESSEE:

PORTLAND CELLULAR PARTNERSHIP

d/b/a Verizon Wireless

By: Cellco Partnership

Its: General Partner

By: _____

Print Name: _____

Its: _____

Date: _____

WITNESS

EXHIBIT "A"

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this ____ day of _____, _____, between <ENTITY NAME>, a <TYPE OF ORGANIZATION>, whose principal place of business is <Address>, City, State, ("Lessor"), and <VERIZON WIRELESS ENTITY>, a Delaware limited partnership, d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("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 Portland Cellular Partnership d/b/a Verizon Wireless dated _____, 2016, (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

<ENTITY NAME>

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

LESSEE

<VERIZON WIRELESS ENTITY>

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1
SITE PLAN OF PREMISES