

1 **APPROVED AS TO LEGAL FORM:**

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4 **Thomas M. Carpenter, City Attorney**

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1 **EXHIBIT A**

2
3 **MASTER LEASE AGREEMENT**

4 This Master Lease Agreement (the "Agreement") made this _____ day of _____, 20__,
5 between the City of Little Rock, Arkansas, with its principal offices located at _____
6 _____, hereinafter designated LESSOR and Verizon Wireless Tennessee Partnership
7 d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge,
8 New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and
9 LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

10 **WITNESSETH**

11 WHEREAS, LESSOR is the owner of or holds a leasehold interest in certain buildings, utility poles
12 and/or other improvements and/or facilities, which are located within the geographic area of a license to
13 provide wireless services licensed by the Federal Communications Commission ("FCC") to LESSEE; and
14

15 WHEREAS, LESSEE desires to install, maintain and operate communications equipment in and/or
16 upon certain of LESSOR's buildings, utility poles and/or other improvements and/or facilities, some of
17 which may be located in the public rights-of-way; and
18

19 WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms
20 and conditions which would govern their relationship with respect to particular sites at which LESSOR
21 may wish to permit LESSEE to install, maintain and operate communications equipment as hereinafter set
22 forth; and
23

24 WHEREAS, LESSOR and LESSEE acknowledge that they will enter into a lease supplement
25 ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or
26 site which the Parties agree to lease; and
27

28 WHEREAS, the Parties acknowledge that different related entities may operate or conduct the
29 business of LESSOR and LESSEE in different geographic areas and as a result, each Supplement may be
30 signed by LESSEE and LESSOR's affiliated entities as further described herein, as appropriate based upon
31 the ownership or other interest in of the subject building or facility, in the case of LESSOR, and the entity
32 holding the FCC license in the subject geographic location, in the case of LESSEE.
33

34 NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to
35 be legally bound hereby, the Parties hereto agree as follows:
36

37 1. **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the
38 applicable Supplement, LESSOR agrees to lease to LESSEE certain space described in the applicable
39 Supplement (the real property to which LESSOR has an interest to be subject to the applicable Supplement
40 is hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and
41 maintenance of communications equipment; together with the non-exclusive right of ingress and egress
42 from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property to and
43 from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of
44 LESSEE's communications facility, along with the right to use the public rights-of-way as described in
45 Paragraph 26 below. The space leased by LESSOR to LESSEE described in the applicable Supplement to
46 be executed by the Parties is hereinafter collectively referred to as the "Premises". In the event there are

1 not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees
2 to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the
3 Property necessary for LESSEE to operate its communications facility, provided the location of such
4 utilities shall be as reasonably designated by LESSOR.

5 2. CONDITION OF PROPERTY. In the event LESSOR leases to LESSEE any space within
6 or on any building of any Property (the "Building"), LESSOR shall deliver the Premises to LESSEE in a
7 condition ready for LESSEE's construction of its improvements and clean and free of debris. In the event
8 LESSOR leases to LESSEE any space within or on a Building, LESSOR represents and warrants to
9 LESSEE that as of the Effective Date of each Supplement and continuing throughout the Term of each
10 Supplement (as hereinafter defined): (a) the Building (including without limitation the roof, foundations,
11 exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound,
12 and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in
13 Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist
14 with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos
15 or other hazardous substances, as such term may be defined under any applicable federal, state or local law.
16 If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time
17 during the Term of a particular Supplement, LESSOR shall, promptly after receipt of written notice from
18 LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense; provided,
19 however, in the event LESSOR fails to do so, LESSEE's only remedy shall be to either (i) terminate the
20 Supplement applicable to the Building by providing written notice to LESSOR or (ii) rectify same at
21 LESSEE's expense.

22 3. TERM; RENTAL.

23 This Agreement shall be for a term of twenty (20) years commencing upon the execution
24 hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the
25 "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and
26 shall commence on the first day of the month following the day that LESSEE commences installation of
27 the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence
28 and be due at a total annual rental of \$2,500.00, to be paid in advance annually on the Commencement Date
29 and on each anniversary of it in advance, to the payee designated by LESSOR in the Supplement or to such
30 other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days
31 in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR
32 and LESSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually
33 be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that
34 they shall acknowledge in writing the Commencement Date of each Supplement.

35 Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such
36 event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of
37 LESSEE.

38 LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental
39 Documentation") including without limitation: (i) documentation evidencing LESSOR's good and
40 sufficient title to and/or interest in the Property and right to receive rental payments and other benefits under
41 each Supplement; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to
42 whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) other
43 documentation requested by LESSEE with respect to the ownership of the subject property and the payment
44 of rent under the Supplement and within fifteen (15) days of obtaining an interest in any Property,
45 Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR
46 shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE

1 in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite
2 for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein or in any
3 Supplement, LESSEE shall have no obligation to make any rental payments until Rental Documentation
4 has been supplied to LESSEE as provided herein.

5 4. ELECTRICAL. LESSOR shall, at all times during the Term of each Supplement, provide
6 electrical service and telephone service access within the Premises. If permitted by the local utility company
7 servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the
8 measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local
9 utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the
10 Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-
11 meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the
12 utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis
13 and provide LESSEE with an invoice for LESSEE's power consumption for each Supplement on an annual
14 basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual
15 electrical power consumption and resulting charges for the immediately preceding calendar year based on
16 reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR
17 throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption
18 based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark
19 up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless,
20 c/o First Energy, P.O. BOX 182727, Columbus, OH 43218-2727, shall be provided to LESSEE within
21 ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be
22 accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and
23 documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an
24 invoice to LESSEE within the Invoice Period for any Supplement, LESSOR waives any right to collect any
25 electrical charges from LESSEE for the subject calendar year for such Supplement. LESSEE shall pay each
26 annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

27 LESSEE shall be permitted at any time during the Term of each Supplement, to install, maintain
28 and/or provide access to and use of, as necessary (during any power interruption at the Premises), a
29 temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere
30 on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to
31 install conduits connecting the temporary power source and related appurtenances to the Premises.

32 5. EXTENSIONS. Each Supplement shall automatically be extended for four (4) additional
33 five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR
34 written notice of the intent to terminate at least three (3) months prior to the end of the then current term.
35 The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term".
36 Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall
37 survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
38 Annual rental for each five (5) year extension term of each Supplement shall be equal to 110% of the annual
39 rental payable with respect to the immediately preceding five (5) year term.

40 6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose
41 of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto.
42 LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas
43 and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the
44 equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement,
45 during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon
46 its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals
47 (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities

1 as well as a satisfactory building or utility pole structural analysis which will permit LESSEE use of the
2 Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals
3 and shall take no action which would adversely affect the status of the Property with respect to the proposed
4 use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals
5 should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses,
6 or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such
7 Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate
8 the applicable Supplement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR
9 in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing
10 of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said
11 termination date shall be retained by LESSOR. Upon such termination, the applicable Supplement shall be
12 of no further force or effect except to the extent of the representations, warranties and indemnities made by
13 each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations for the
14 payment of rent to LESSOR for the terminated Supplement.

15 7. Intentionally deleted.

16 8. INSURANCE.

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

25 b. LESSEE agree that at its own cost and expense, it will maintain commercial
26 general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons
27 in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE
28 agrees that it will include LESSOR as an additional insured.

29 9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraph 21, and
30 to the extent allowed by applicable law, neither Party shall be liable to the other, or any of their respective
31 agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services,
32 incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use
33 of service, even if advised of the possibility of such damages, whether under theory of contract, tort
34 (including negligence), strict liability or otherwise.

35 10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein,
36 provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall
37 have the right to terminate each Supplement upon the annual anniversary of the Commencement Date
38 provided that three (3) months prior notice is given to LESSOR.

39 11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which
40 will not cause harmful interference which is measurable in accordance with then existing industry standards
41 to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the
42 date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes
43 such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will
44 take all steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's

1 option, powering down such equipment and later powering up such equipment for intermittent testing;
2 provided, however, in the event LESSEE is unable to correct and eliminate the interference using
3 commercially reasonable steps, LESSEE shall have the right to terminate the Supplement by providing
4 written notice to LESSOR. In no event will LESSOR be entitled to terminate a Supplement or, except in
5 the event of an emergency, relocate the equipment as long as LESSEE is making a good faith effort to
6 remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who
7 currently have or in the future take possession of the Property will be permitted to install only such
8 equipment that is of the type and frequency which will not cause harmful interference which is measurable
9 in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties
10 acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of
11 this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without
12 limitation, injunctive relief and specific performance.

13 12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within
14 ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and
15 all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty
16 damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and
17 personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the
18 right to remove the same at any time during the Term, whether or not said items are considered fixtures and
19 attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on
20 the Premises after termination of the Supplement, LESSEE shall pay rent at the then existing monthly rate
21 or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal
22 of the antenna structure, fixtures and all personal property are completed.

23 13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects,
24 during the Term of any Supplement to grant to a third party by easement or other legal instrument an interest
25 in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for
26 the purpose of operating and maintaining communications facilities or the management thereof, with or
27 without an assignment of the Supplement to such third party, LESSEE shall have the right of first refusal
28 to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to
29 meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may
30 grant the easement or interest in the Property or portion thereof to such third person in accordance with the
31 terms and conditions of such third party offer. Notwithstanding the foregoing, in no event shall this
32 Agreement or any Supplement be deemed to prevent LESSOR from leasing space not subject to a
33 Supplement to third parties for communications facilities.

34 14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term of any Supplement
35 decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than
36 LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that
37 portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose
38 of operating and maintaining communications facilities or the management thereof, such sale or grant of an
39 easement or interest therein shall be under and subject to the Supplement and any such purchaser or
40 transferee shall recognize LESSEE's rights hereunder and under the terms of the Supplement. In the event
41 that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an
42 assignment of the Supplement whereby the third party agrees in writing to assume all obligations of
43 LESSOR under the Supplement, then LESSOR shall not be released from its obligations to LESSEE under
44 the Supplement, and LESSEE shall have the right to look to LESSOR and the third party for the full
45 performance of the Supplement.

46 15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE,
47 on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly

1 have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date
2 of each Supplement, and covenants during the Term that LESSOR is seized of good and sufficient title and
3 interest to the Property and has full authority to enter into and execute the Supplement. LESSOR further
4 covenants during the Term that there are no liens, judgments or impediments of title on the Property, or
5 affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which
6 prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

7 16. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or
8 transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal,
9 affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets
10 in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other
11 business reorganization. LESSEE agrees to provide to LESSOR notice of any such sale, assignment or
12 transfer within a reasonable period of time after the occurrence thereof. As to other parties, this Agreement
13 and each Supplement may not be sold, assigned or transferred without the written consent of the LESSOR,
14 which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock
15 ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution
16 of LESSEE shall constitute an assignment hereunder.

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

22 LESSOR: The City of Little Rock, Arkansas

23 _____
24 _____
25 _____

26
27 LESSEE: Verizon Wireless Tennessee Partnership
28 d/b/a Verizon Wireless
29 180 Washington Valley Road
30 Bedminster, New Jersey 07921
31 Attention: Network Real Estate

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

34 18. RECORDING. To the extent the Premises is not located within a public right-of-way or
35 on an existing utility pole, LESSOR agrees to execute a Memorandum of each Supplement which LESSEE
36 may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for
37 recording purposes only and bears no reference to commencement of either the Term or rent payments.

38 19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions
39 of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written
40 notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days
41 in which to cure any breach, provided the breaching Party shall have such extended period as may be
42 required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day
43 period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party
44 may not maintain any action or effect any remedies for default against the breaching Party unless and until

1 the breaching Party has failed to cure the breach within the time periods provided in this Paragraph.
2 Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails,
3 within five (5) days after receipt of written notice of such breach, to perform an obligation required to be
4 performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to
5 conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such
6 that more than five (5) days after such notice is reasonably required for its performance, then it shall not be
7 a default under this Agreement if performance is commenced within such five (5) day period and thereafter
8 diligently pursued to completion.

9 20. REMEDIES. In the event of a default by either Party with respect to a material provision
10 of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which
11 the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the
12 applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party
13 under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default,
14 the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's
15 duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably
16 required insurance policies. The costs and expenses of any such performance by the non-defaulting Party
17 shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such
18 performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within
19 thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full
20 undisputed amount due against all fees due and owing to LESSOR under the applicable Supplement until
21 the full undisputed amount is fully reimbursed to LESSEE. The venue for any litigation related to this
22 Agreement or any Supplement shall be in Little Rock, Arkansas, in accordance with the laws of the State
23 of Arkansas.

24 21. ENVIRONMENTAL. LESSOR will be responsible for all obligations of compliance with
25 any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or
26 policies of any governmental authorities regulating or imposing standards of liability or standards of
27 conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at
28 any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in
29 any way related to the Building or Property, unless such conditions or concerns are caused by the specific
30 activities of LESSEE in the Premises.

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

43 23. APPLICABLE LAWS. LESSEE shall, in respect to the condition of the Premises and at
44 LESSEE's sole cost and expense, comply with (a) all applicable laws (including but not limited to the laws
45 of the State of Arkansas), rules, regulations, ordinances (including but not limited to the laws of the City of
46 Little Rock, Arkansas), directives, covenants, easements, zoning and land use regulations, and restrictions
47 of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or

1 rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the
2 Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”) relating
3 solely to LESSEE’s specific and unique nature of use of the Premises; and (b) all building codes requiring
4 modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall
5 be LESSOR’s obligation to comply with all Laws relating to the Property in general, without regard to
6 specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary
7 building permits).

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

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

30 26. USE OF PUBLIC RIGHTS-OF-WAY.

31 a. LESSOR hereby grants to LESSEE the right to use the municipal public right-of-
32 way for the installation, maintenance and operation of LESSEE’s communications equipment in and/or
33 upon utility poles and/or other improvements and/or facilities owned by LESSOR or by third parties and
34 located within said public right-of-way. LESSOR agrees that the annual rental as described in Paragraph 3
35 above includes any fee or rent associated with LESSEE’s use of the public rights-of-way, and in no event
36 shall LESSEE be obligated to pay LESSOR any other rent or fee in connection with such use of any of the
37 public rights-of-way.

38 b. All communications equipment shall be installed in accordance with applicable
39 Federal, State, and City regulations and, in the absence of such regulations, in accordance with accepted
40 industry practice. LESSEE shall comply with all laws, ordinances, rules and regulations adopted by the
41 City Council of LESSOR with respect to all communications equipment installed in any public right-of-
42 way. Within the public rights-of-way, the location of the communications equipment shall be subject to
43 the reasonable and proper regulation, direction and control of the LESSOR or the official to whom such
44 duties have been delegated by LESSOR. Notwithstanding the foregoing, should any ordinances, rules or
45 regulations adopted by LESSOR be unduly burdensome in LESSEE’s sole judgment, LESSEE may

1 terminate this Agreement or any Supplement or Supplements under the Agreement, without penalty, upon
2 written notice to LESSOR.

3 c. LESSEE and its contractors shall give LESSOR reasonable notice of the dates,
4 location, and nature of all work to be performed on its communications equipment within the public rights-
5 of-way. This Agreement shall allow LESSEE to perform all work on LESSEE's communications
6 equipment within the public rights-of-way and to park vehicles in the streets and other public rights-of-way
7 when necessary for the installation, replacement, abandonment, operation or maintenance of LESSEE's
8 communications equipment. LESSEE and contractors performing work for LESSEE shall not be required
9 to pay any fee in order to perform work on LESSEE's communications equipment, or park within the streets
10 and other public rights-of-way. Following completion of work in the public rights-of-way, LESSEE shall
11 repair any affected public rights-of-way as soon as possible, but no later than the time frame established by
12 the permit issued by the LESSOR. No street, alley, highway or public place shall be encumbered for a
13 longer period than shall be necessary to execute the work authorized by this Agreement.

14

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

3 **LESSOR:**

4 **City of Little Rock, Arkansas**

5
6 By: _____

7 Name: _____

8 Its: _____

9 Date: _____
10

11 **LESSEE:**

12 **Verizon Wireless Tennessee Partnership**
13 **d/b/a Verizon Wireless**

14
15 **By: Cellco Partnership,**
16 **Its General Partner**

17
18
19 By: _____

20 Aparna Khurjekar
21 Area Vice President Network

22 Date: _____
23

1 EXHIBIT "A"

2 LEASE SUPPLEMENT

3 This Lease Supplement ("Supplement"), is made this ____ day of _____, _____, between
4 CITY OF LITTLE ROCK, ARKANSAS, whose principal place of business is
5 _____ ("Lessor"), and VERIZON WIRELESS
6 TENNESSEE PARTNERSHIP d/b/a Verizon Wireless, whose principal place of business is One Verizon
7 Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").
8

9 1. Master Lease Agreement. This Supplement is a Supplement as referenced in that certain
10 Master Lease Agreement between The City of Little Rock, Arkansas and Verizon Wireless Tennessee
11 Partnership, dated _____, 201__, (the "Agreement"). All of the terms and conditions of the
12 Agreement are incorporated herein by reference and made a part hereof without the necessity of
13 repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency
14 between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern.
15 Capitalized terms used in this Supplement shall have the same meaning described for them in the
16 Agreement unless otherwise indicated herein.

17 2. Premises. Lessor hereby leases to Lessee that certain premises on Lessor's Property located
18 at INSERT SITE ADDRESS as shown on Exhibit "1" attached hereto and made a part hereof.

19 3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in the
20 Agreement.

21 4. Consideration. Rent under this Supplement shall be as set forth in the Agreement, payable to City
22 of Little Rock, Arkansas at _____.

23
24 5. Site Specific Terms. (Include any site-specific terms)

25
26 [If the Lease Supplement applies to a Building, add a provision concerning Rights to Reconstruct Upon
27 Casualty, if different that the Agreement]
28
29
30

1
2
3
4
5

**EXHIBIT 1
PREMISES**