

SITE LEASE AGREEMENT

Site Name: Hall Park

Site ID #: OK01299A

This Site Lease Agreement ("Agreement") is entered into as of _____ by T Mobile Central LLC, a Delaware limited liability company ("Tenant") and the Norman Utilities Authority, a public trust ("Owner"). Owner acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner owns the property described on **Exhibit A** attached ("Owner's Property"). Owner leases to Tenant the site (consisting of a portion of Owner's Property) described below:

- Land consisting of approximately __ square feet for construction of shelters and/or base station equipment; and
- Tower space at the ____ foot level on the tower for attachment of antennas;

generally in the location(s) shown on **Exhibit A** attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone, optical fiber and other utilities, in the discretion of Tenant (collectively, the "Site"). The Site may be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, optical fiber facilities, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures (the "Facilities"). All of the Facilities will remain Tenant's personal property and are not fixtures. Any visual or textual representation of the Facilities on **Exhibit B** is illustrative only, and does not limit the rights of Tenant as provided for in this Agreement. Tenant will use the Site in a manner which will not disturb the occupancy of Owner's other tenants. Tenant will have access to the Site and Facilities 24 hours a day, 7 days a week to install, repair, replace, remove, modify or maintain its Facilities. Such access is subject to the terms and requirements as noted in Section 4 of this Agreement.

2. Term. This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on January 1, 2013 (the "Term Commencement Date"). The Term will be automatically renewed for 5 additional terms of 5 years each (each a "Renewal Term"), unless Tenant or Owner provides the other with written notice of its intention not to renew not less than one hundred eighty (180) days prior to the expiration of the then-current five-year term.

3. Rent. Starting on the Term Commencement Date and then on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of \$1,000.00. Rent for any partial months will be prorated. Thereafter, the Rent due for each year will be increased on the first day of each year by three percent (3%) of the monthly installment of rent payable during the previous year. Owner may provide Tenant with an IRS approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner. Rent will be sent to the following address:

City of Norman
Attn: Accounts Receivable
P.O. Box 370

Norman, Oklahoma 73071

4. Title and Quiet Possession. Owner represents and warrants that: (a) it is the owner of Owner's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Tenant is permitted to use; (c) it has the right to enter into this Agreement; and (d) the person signing this Agreement has the authority to sign.

4.1 Tenant Access. Tenant may access the Site 24 hours a day, 7 days a week to install, repair, replace, remove, modify or maintain its Facilities. Tenant shall telephonically notify Owner 24 hours prior to accessing the Site. If Tenant must access the Site due to an emergency situation, Tenant shall notify Owner one hour in advance. Tenant shall be escorted at all times while upon Owner's Property, unless an emergency situation arises wherein Tenant attempts on more than one occasion to contact Owner and is unable to do so. An "emergency situation" is defined as any event, situation or occurrence as a result of which Tenant requires immediate access to the Site in order to (i) prevent or minimize the risk of bodily injury or material property damage or (ii) repair damage to or malfunction of the Facilities that has triggered an internal emergency alert on the Facilities or which has materially limited the normal operations of the Facilities. When requesting access to Owner's Property, Tenant shall contact Owner, regardless of day or time, at:

City of Norman
(405) 321-2182

Tenant's access to the tower or installation and construction of the Facilities shall not interfere with the maintenance or use of the Owner's Property, including, without limitation said water tower, by Owner. Subject to the provisions of Exhibit D hereto, the presence and operation of Tenant's Facilities must have minimal impact on the Owner's periodic maintenance work at the Owner's Property, including, but not limited to, tank inspections, painting and maintenance of Federal Aviation Administration required equipment.

Tenant shall have the option to maintain a city issued time-stamp or other key to the Site. Tenant shall place a \$200 deposit to the City for the issuance of such key. Upon expiration or termination of the Agreement, the key must be returned within sixty (60) days for a refund on deposit.

Tenant shall at all times comply with security and confidentiality regulations provided to them in effect at the Owner's Property. Information belonging to the Owner shall be safeguarded by Tenant to the same extent as Tenant safeguards their information of like kind relating to its own operation.

5. Assignment/Subletting. Tenant will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld or conditioned; provided, however, that Tenant will have the right, without notice to or consent of Owner, to sublease all or any portion of the Site or assign its rights under this Agreement in whole or in part to: (a) any entity acquiring substantially all of the assets or ownership interest of Tenant; or (b) any successor entity in a merger or consolidation involving Tenant. Owner will not be entitled to any additional rent or other fees for its review or approval.

6. Notices. All notices must be in writing and mailed via U.S. mail, certified, with return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Tenant are to be sent to T-Mobile, 12920 SE 38th Street, Bellevue, WA 98006, Attn: Lease Compliance, Site Number: OK01299A. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. Tenant may, at its expense, make improvements on and to the Site after providing 30 days notice to Owner of such intention and receiving the consent of Owner which consent shall not be unreasonably withheld or conditioned. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant shall remove the above-ground Facilities; provided that Tenant shall restore Owner's Property subject to terms in Section 11.1. Notwithstanding anything to the contrary in this Agreement, Tenant shall have the right, without Landlord's consent or approval, to (a) alter, upgrade, add to, replace or otherwise modify the ground-based components of its Facilities, and (b) alter, upgrade, add to, replace or otherwise modify the tower-based components of its Facilities substantially as shown on **Exhibit B** and as labeled thereon as "Future".

8. Compliance with Laws. Owner represents and warrants that Owner's Property (including the Site) is in substantial compliance with building codes and other laws, codes and regulations of applicable governmental authorities. Tenant must comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Tenant shall resolve technical interference problems that the Facilities might cause with (i) other equipment located at the Site on the Effective Date, or (ii) Owner's equipment, (iii) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Tenant shall not permanently or unreasonably interfere with existing or future Owner's use and/or public use of public rights-of-way and public properties. Likewise, Owner will not permit or suffer the installation of any equipment on Owner's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site; provided that said use or installation is not for a public use or purpose.

Tenant represents and agrees that the installation and operation of its property and equipment shall not cause damage of any kind to Owner's water tower structure and that Tenant shall in no way interfere with the use, repair and/or maintenance of such tower by Owner.

10. Utilities. Tenant will pay for all utilities used by it at the Site. Owner grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Site throughout the initial Term and each Renewal Term. However, such easement is subject to the review of the Director of Finance. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Owner's Property adjacent to the Site after providing adequate notice to Owner and receiving consent. Such consent will not be unreasonably withheld or conditioned.

11. Termination. Upon expiration or termination of this Agreement, Tenant shall restore, at its sole cost and subject to Section 11.1, the Site and Facility to its condition immediately prior to Tenant's installation of its Facilities excluding reasonable wear and tear.

11.1. Backfill and Revegetation. Tenant shall promptly backfill all trenches, fill all holes caused by shrinkage or compaction, remove all excess dirt and shall leave all disturbed property in a solid and safe condition. The Tenant shall promptly restore all sodded areas to its original condition by placing slab sod on all disturbed areas and provide or arrange for regular watering until the sod is established. All such restoration shall be subject to the inspection and approval of Owner. If the Tenant shall fail to make any restoration, repairs or do any work required by the provisions of this Agreement within thirty

(30) days after receipt of written notice from the Owner, then the Owner will have the right to make such restorations, repairs or do such work at the expense of the Tenant, and the Tenant shall reimburse the Owner for the cost and expense of such repairs within thirty (30) days of tender of a bill. However, if Tenant is prevented from restoring, repairing or performing such work because of conditions beyond their control, Owner, upon written request, shall be given a reasonable amount of time to perform said repairs or restoration as determined by the Owner before issuance of thirty (30) days written notice.

11.2 Removal of Facilities. Tenant upon termination of this Agreement, shall within sixty (60) days, remove its personal property and restore the Site as nearly as reasonably possible to its original condition, reasonable wear and tear expected. In the event any equipment installed on the Site by Tenant is not timely removed, Owner will have the right to remove such equipment from the Site. Tenant agrees to be responsible to Owner for the costs of such removal.

11.3 Optional Termination by Tenant. Tenant shall have the right to terminate this Agreement at any time upon at least ninety (90) days' written notice and payment of a termination fee to Owner equal to six (6) months of Rent at the then current rate if Tenant determines that the Site or Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below, and subject to the waiver of subrogation agreed to in Section 17, Owner and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or employees. This indemnity does not apply to any Claims arising from the negligence or intentional misconduct of the indemnified party, its agents or employees. The indemnity obligations under this Section will survive the expiration or termination of this Agreement for one year.

14. Hazardous Substances. Owner represents and warrants that it has no knowledge of any substance, chemical or waste on or affecting Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property. Owner agrees to indemnify, defend and hold harmless Tenant from any and all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Effective Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Except for back-up batteries stored within its equipment cabinets and fuel that may be needed for an emergency generator. Tenant represents and warrants it will not permit any Hazardous Substance to be brought upon, kept or used in or about Owners' Property by Tenant, its officers, representatives, agents, employees, contractors, or invitees, and Tenant shall indemnify, defend and hold harmless Owner from and against all Claims arising out of Tenant's breach of this duty. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation

of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach of this duty. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive the expiration or termination of this Agreement.

15. Subordination. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date.

16. Property Taxes. Tenant shall pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Owner must pay all property taxes and assessments attributable to Owner's Property. Within 60 days after receipt of evidence of Owner's payment, Tenant will pay to Owner any increase in Owner's real property taxes which Owner reasonably demonstrates is directly and solely attributable to any improvements to the Site made by Tenant.

17. Insurance. During the initial Term and all Renewal Terms, Tenant shall procure and maintain commercial general liability insurance, with limits of not less than \$5,000,000 (some of which may be provided through any excess liability policy maintained by Tenant), and Owner shall be named as an additional insured under such policy. Tenant shall procure and maintain, and shall require its contractors and sub-contractors, to procure and maintain before commencing any installation and/or maintenance work at the Site, commercial general liability in the amount of at least \$5,000,000 combined single limit per occurrence, as well as worker's compensation and employer's liability insurance with a responsible insurance company rated at least A- by A.M. Best, providing for the payment of compensation in accordance with the laws of the state where the Site is located and with a limit of at least \$1,000,000 per occurrence for employer's liability coverage. The worker's compensation coverage obtained by Tenant shall include a waiver of subrogation in favor of Owner. Tenant and Owner shall each procure and maintain "all risk" property insurance on their respective property at the Site on a replacement cost basis. Further, Tenant and Owner shall each assume full risk of loss for any damage to its respective property, and Tenant and Owner hereby mutually release each other from liability and waive all right of recovery against each other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. The limits of insurance required in this paragraph do not limit in any way the indemnification obligations under Section 13. For acceptance of contract, Tenant shall provide Owner with a certificate of insurance evidencing all the coverage that Tenant is required to maintain under this Agreement.

18. Maintenance. Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto.

19. Destruction or Condemnation. If the Site or Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Owner forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant elects not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Site.

19.1 Destruction Due to Tenant's Activities. Tenant shall, at its expense, repair all damages to Owner's water tower which are a direct result of Tenant's activities. If Tenant fails to make such repairs within fifteen (15) working days after the damage occurs, Tenant shall have the right to make all necessary and reasonable repairs and Tenant shall reimburse Owner for its reasonable expense within thirty (30) days of Owner presenting to Tenant a statement showing the cost of such repairs.

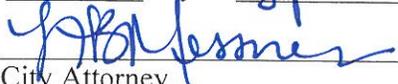
20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State of Oklahoma; (c) Owner agrees to allow Tenant to file a recordable Memorandum of Agreement in the form of **Exhibit C**, attached; (d) each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties with respect to the subject matter hereof. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. Non-Binding Until Fully Executed. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

22. Venue and Interpretation. All parties hereto expressly agree that the venue of any litigation relating to or involving this Agreement and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in or having jurisdiction over Cleveland County, Oklahoma. This contract will be interpreted in accordance with Oklahoma law.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B, C and D.

OWNER:
NORMAN UTILITIES AUTHORITY
A Public Trust

Approved as to form and legality this 24th day of Sept., 2012.

City Attorney

[Signatures continued on following page]

Approved by the City Council of the City of Norman this _____ day of _____, 2012.

ATTEST:

Brenda Hall, City Clerk

Cindy Rosenthal, Mayor

TENANT:

T-MOBILE CENTRAL LLC

By: _____



Name: _____

Abby Harrington

Title: _____

Director, National Siting Policy

Date: _____

APPROVED AUG 17 2012

Attach Exhibit A – Legal Description of Owner’s Property

Attach Exhibit B – Site Plan

Attach Exhibit C - Memorandum of Agreement Form

Attach Exhibit D – Temporary Relocation Right

EXHIBIT A
TO SITE LEASE AGREEMENT

Legal Description of Owner's Property

The Owner's Property is located at , situated in the City of Norman, County of Cleveland, State of Oklahoma, commonly described as follows:

Legal Descriptions

LEASE PARCEL

A tract of land lying in the Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Nine (9) North, Range Two (2) West of the Indian Meridian, in Cleveland County, Oklahoma, being more particularly described as follows:

Commencing from the Northeast Corner of said Section Twenty-seven (27); thence North $89^{\circ}53'15''$ West along the North line of said Northeast Quarter (NE/4) a distance of 1608.38 feet; thence South $00^{\circ}06'45''$ East a distance of 205.44 feet to the point of beginning; thence from said POINT OF BEGINNING South $00^{\circ}24'58''$ West a distance of 40.00 feet; thence South $89^{\circ}35'02''$ West a distance of 40.00 feet; thence North $00^{\circ}24'58''$ West a distance of 40.00 feet; thence North $89^{\circ}35'02''$ East a distance of 40.00 feet to the Point of Beginning containing 1600.00 square feet, more or less.

UTILITY EASEMENTS

A 3.00 foot Telco easement being 3.00 feet right of the following described line and a 5.00 foot electric line easement being 5.00 feet left of the following described line:

Commencing from the Northeast Corner of said Section Twenty-seven (27); thence North $89^{\circ}53'15''$ West along the North line of said Section a distance of 1667.90 feet to the Point of Beginning; thence from said POINT OF BEGINNING South $00^{\circ}25'09''$ West a distance of 188.38 feet; thence South $89^{\circ}34'51''$ East a distance of 37.92 feet; thence South $00^{\circ}25'09''$ West a distance of 16.50 feet to the point of termination of said easement.

INGRESS/EGRESS EASEMENT

A 12.00 foot easement for Ingress/Egress being 6.00 feet on either side of the following described line:

Commencing from the Northeast Corner of said Section Twenty-seven (27); thence North $89^{\circ}53'15''$ West along the North line of said Section a distance of 1678.40 feet to the Point of Beginning; thence from said POINT OF BEGINNING South $00^{\circ}25'09''$ East a distance of 198.79 feet; thence South $89^{\circ}34'51''$ East a distance of 37.92 feet; thence South $00^{\circ}25'08''$ West a distance of 6.00 feet to the point of termination of said easement.

NOTES:

1. No title commitment was provided, therefore all easements may not be shown.
 2. THIS IS NOT A BOUNDARY SURVEY.
 3. The basis of bearing used for this survey is the Oklahoma North Zone State Plane Coordinates.
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**EXHIBIT B
TO SITE LEASE AGREEMENT**

Site Plan

The Site is described as follows:

[See Attached]

Note: Owner and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.

EXHIBIT C
TO SITE LEASE AGREEMENT

Memorandum of Agreement

THIS MOA NOT FOR EXECUTION

This Memorandum of Agreement ("Memorandum") dated _____, 20__, evidences that a Site Lease Agreement (the "Agreement") dated _____, 20__ (the "Effective Date"), was made and entered into between Norman Utilities Authority and/or City of Norman, a public trust ("Owner"), and T-Mobile Central LLC, a Delaware limited liability company ("Tenant").

The Agreement provides in part that Tenant has the right to lease and use certain real property owned by Owner and located at _____, City of Norman, County of Cleveland, State of Oklahoma, for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site (as defined in the Agreement) is further described in Exhibit A attached hereto.

The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on January 1, 2013. The Term will be automatically renewed for 5 additional terms of 5 years each (each a "Renewal Term"), unless either party provides notice of its intention not to renew in accordance with the terms and conditions of the Agreement.

The parties have executed this Memorandum as of the day and year first above written.

OWNER

Norman Utilities Authority
A Public Trust

By: _____
Name: _____
Title: _____
Address: _____

Email Address: _____

Contact Phone Number: _____

TENANT: T-Mobile Central LLC

By: _____
Name: _____
Title: _____
Address: _____

Witness Name: _____
Print: _____
Witness Name: _____
Print: _____

Witness Name: _____
Print: _____
Witness Name: _____
Print: _____

Attach Exhibit A - Site Description

OWNER NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Owner Initials: _____
Tenant Initials: _____

**EXHIBIT D
TO SITE LEASE AGREEMENT**

Temporary Relocation Right

A. If Owner needs to perform necessary maintenance to Owner's Property that reasonably requires the temporary relocation of the Facilities, Owner will have the right to temporarily relocate the Facilities or any part thereof, to an alternate location on Owner's Property or space within or on top of a building and necessary ground space for the installation and use of a Cell Site on Wheels ("COW"); provided, however, that any temporary relocation, including the return to the original location upon completion of the necessary maintenance, will: (a) be at Tenant's sole cost and expense; (b) be performed exclusively by Tenant or Tenant's contractors; (c) not result in any interruption of the communications service provided from the Facilities; (d) not impair or in any manner alter the quality of communications service provided from the Facilities; and (e) be done in strict accordance with the terms and conditions contained in paragraphs B, and C below.

B. Owner will exercise its temporary relocation right under paragraph A above by delivering written notice to Tenant at least 90 days prior to the proposed temporary relocation date (the "Notice"). In the Notice, Owner will propose an alternate site ("Temporary Relocation Site") on Owner's Property to which Tenant may relocate. Within 30 days Owner and Tenant must mutually agree to a proposed temporary relocation site. Failure of Tenant to approve a temporary relocation site within 30 days of notice from Owner shall permit Owner to require Tenant to temporarily relocate its Facilities to another location. If the Tenant does not remove its Facilities, the Owner shall have the right to either remove the Tenant's Facilities by an approved contractor and bill Tenant for such costs or Tenant agrees that Facilities left in place following notice of upcoming maintenance may receive sandblasting and painting related maintenance actions.

C. Owner and Tenant agree that the relocation is only temporary. Furthermore, Tenant does not relinquish any rights under this Agreement as they pertain to the Site and Facilities. Any reinstallation of the Facilities at the original Site will be at Tenant's sole cost and expense, subject to the terms and conditions in Section 11 detailing termination.

Owner Initials: _____
Tenant Initials: 