

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Kansas City, Missouri, a municipal corporation of the State of Missouri, having a mailing address of Kansas City International Airport, 601 Brasilia Avenue, Kansas City, Missouri 64153 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

BACKGROUND

Licensor owns and operates an airport including its related improvements, subject to federal, state and local laws (the "**Premises**"), together with all rights, privileges and obligations arising in connection therewith, located at 1 Kansas City Blvd, Kansas City, Missouri 64153 and 1 Terminal Square, Kansas City, Missouri 64153 collectively (the "**Property**"), in Platte County, Missouri (collectively the "**Property**"). Licensee desires to use a portion of the Property in connection with their respective federally licensed communications business. Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement. Licensor has installed and owns, or will install and own, a distributed antenna system (as same may be expanded, altered or modified from time to time, the "**DAS**") which is intended to carry the signals of Licensee as well as other wireless carriers within the "**Coverage Area**" (as depicted on the attached **Exhibit 1**) of the Premises. Licensee shall have the right to connect Licensee's Communication Facility (as defined below) to the DAS, but the DAS shall be entirely owned, operated, monitored, maintained and repaired by Licensor.

Licensor and Licensee agree as follows:

No Warranty of Condition or Suitability. Licensee has inspected, analyzed, reviewed and evaluated the Premises, is thoroughly aware of the condition of the Premises, and accepts them in "as is" condition with all faults.

The Premises and any other property or rights furnished or to be furnished under or in connection with this License are furnished "AS IS", "WHERE IS" AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS, OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

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Subject to applicable law and the specific terms of this Agreement, this Agreement is not for use or disclosure outside of AT&T, its Affiliates, and its and their third party representatives, and Supplier except under written agreement by the contracting Parties.

This Agreement consists of three parts: this Part I, Part II Aviation Department Standard License Conditions and Part III Supplemental Terms and Conditions to All Airport Agreements. These parts and any attachments or exhibits are attached hereto and incorporated herein.

The parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein as set forth in their entirety.

2. **LICENSE OF PREMISES.** Licensor leases to Licensee approximately [__TBD__] square feet of head end floor space and other space in areas located throughout the Premises for the placement of Licensee's radio and other equipment as described on the attached **Exhibit 2**, or space in such other locations as Licensor and Licensee shall mutually approve after good faith consultation, which locations are deemed sufficient in Licensee's sole determination for the placement and operation of Licensee's equipment (the "**Equipment Space**"). Additionally, Licensor grants during the Term (as defined in Section 4 below) a non-exclusive license over, under, along and through the Property (including the Premises) in locations reasonably determined necessary by Licensor and Licensee, from time to time, to install, maintain and repair, wires, cables and other necessary connections between the Equipment Space and the extended DeMarc on the Property (collectively the "**Connections**"). The Equipment Space and the space occupied by the Connections are hereinafter collectively referred to as the Premises, as described on attached **Exhibit 2**.

3. **PERMITTED USE.**
 - (a) All permitted uses set forth in this section shall at all times be subordinate to airport's operations, compliance with legal requirements and compliance with all established and current safety protocols, in the sole, reasonable judgement of the Licensor.

 - (b) Licensee may use the Premises to connect to and use the DAS which shall carry the signal of Licensee as well as other wireless carriers throughout the Coverage Area, and for the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements as may be needed by Licensee from time to time to fully provide for the continuous transmission and reception of communications signals, which may include equipment cabinets and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"); and Licensee further has the right to order, at their sole cost and expense order and review title on the Property (as described in Sections 6(b), (collectively, the "**Permitted Use**"). Licensor and Licensee agree that **Exhibit 2** includes drawings of the initial

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installation of the Communication Facility, and Licensor's execution of this Agreement will signify Licensor's approval of such **Exhibit 2**. Licensor grants to Licensee the right to access such portions of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Licensee agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Licensee has the right, with prior notification to Licensor, to modify, supplement, replace, upgrade, expand the equipment within the defined **Exhibit 3** (AT&T equipment installed within assigned racks space defined on **Exhibit 2**), within the Premises at any time during the term of this Agreement. Licensee agrees to provide Licensor with an updated **Exhibit 3** within thirty (30) days of completing any such changes. In the event Licensee desires to modify, replace, or upgrade the Communication Facility, and Licensee requires an additional portion of the Property (the "**Additional Premises**") for such modification, replacement or upgrade, Licensor agrees to lease to Licensee the Additional Premises, subject to Licensor approval, and upon the same terms and conditions as may be determined at such time that the Additional Premises are requested. Licensor and Licensee agree to take such actions and enter into and deliver to Licensor or Licensee such documents as Licensor and Licensee reasonably request in order to effectuate and memorialize the lease of the Additional Premises to Licensee.

(c) Licensor shall have the right, at its sole cost and expense, to propose and implement any alteration, upgrade or expansion of the DAS (collectively, a "**DAS Change**") from time to time during the Term. Licensor agrees that it will not undertake any DAS Change which could in any way, in Licensee's reasonable judgment, materially and adversely affect or interfere with (i) Licensee's Communication Facility, the operations of Licensee, the rights or costs of Licensee under this Agreement, or (ii) the Coverage Area. If a DAS Change will not adversely affect or interfere with Licensee in any way as described above, then Licensor may undertake the DAS Change, at Licensor's sole expense. Prior to undertaking any allowed DAS Change, Licensor shall provide at least ninety (90) days written notice to Licensee prior to implementation of the proposed DAS Change, and Licensor shall endeavor to make personnel available at the Premises to discuss the proposed DAS Change with the Licensee, and otherwise undertake the DAS Change in accordance with this Agreement.

(d) At any time during the Term at the request of Licensee, Licensor will endeavor to make personnel available to meet and discuss with Licensee (at no additional cost to Licensee), any suggested DAS Change which Licensee deems desirable to ensure or improve the future capacity, coverage or performance needs of Licensee's Communication Facility or communications services, or otherwise benefit the operations of Licensee (a "**Licensee Requested DAS Change**"). Licensor will consider implementation of any Licensee Requested DAS Change, within thirty (30) days of Licensor's receipt of Licensee's written request, if all the following conditions are met: (i) the Licensee Requested DAS Change will not interfere with the use of the DAS by other existing users, or other equipment in the Premises at the time of Licensee's request; (ii) the Licensee Requested DAS Change is technically and physically possible, legally permissible and does not significantly change the aesthetics of the Premises or adversely impact the neutral host systems operation or other users; (iii) the Licensee Requested DAS Change will not increase costs and expenses to Licensor, or other existing DAS users, or the Premises, that are not agreed to be

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borne by such affected parties; (iv) Licensee successfully completes KCAD's Tenant Modification permitting processes, as further described in **Exhibit 7**, and (v) Licensee shall pay all costs associated with such Licensee Requested DAS Changes. Notwithstanding the foregoing, no such notice or approval shall be required for the replacement of a malfunctioning or non-functioning network component that falls under a "break/fix" condition. In the event of a conflict between the Tenant Modification requirements set forth in Exhibit 7 and this Agreement, the terms of this Agreement shall control.

(e) Licensor agrees that no DAS Change or Licensee Requested DAS Change will result in any additional monthly rent or other fee or form of compensation due from Licensee to Licensor under this Agreement in consideration of the rights granted hereunder except for as set forth in this Paragraph 3.

4. **TERM.**

(a) The initial lease term will be ten (10) years ("**Initial Term**"), commencing on the Commencement Dated as defined herein. The Initial Term will terminate on the tenth (10th) anniversary of the Commencement Date.

(b) This Agreement will automatically renew for two (2) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless either party notifies the other in writing of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the then existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, neither Licensor nor Licensee has given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon expiration of the final Extension Term this Agreement shall continue in full force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of the Aviation Department Standard License Provisions.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

5. **RENT.**

(a) Licensee shall pay to Licensor a one-time Capital Contribution for the construction of the DAS in the amount of Four Million, Four Hundred Thirty Six Thousand, Three Hundred Thirty Four Dollars and /100 Dollars

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(\$4,436,334.00), which shall be paid as follows: (i) 50% shall be due within 30 days following the Effective Date; and (ii) 25% shall be due within 30 days of completion of installation of the DAS and Licensee connecting the Licensee Equipment to the DAS; and (iii) 25% shall be due within 30 days following the date that Licensee's network is operational "Commencement Date").

(b) Access Fees. This Agreement shall be effective as of the Effective Date. The initial term of the Agreement shall be for ten years beginning on the first day of the month following the Commencement Date at which time access fee payments shall be due for use of the DAS and Premises, inclusive of the maintenance services set forth on **Exhibit 5**, (collectively the "Access Fee") shall be due at a total annual fee of One Hundred Eighteen Thousand, Two Hundred Ninety Six Dollars and No/100 Dollars (\$118,296.00), which is comprised of a monthly rental fee of Nine Thousand, Eight Hundred Fifty Eight Dollars and No/100 Dollars (\$9,858.00) per month payable on the first day of the month, in advance, per month for its use of the Premises. The first rental payment will be due within thirty (30) days after the Commencement Date, and subsequent payments will be due by the first day of each month.

(c) Escalation. Rent shall increase on each annual anniversary of the Effective Date by an amount equal to 2.1% of the rent due for the previous lease year.

6. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for Licensee's Permitted Use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), which Licensee shall diligently pursue. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for Licensee's Permitted Use under this Agreement and agrees to reasonably cooperate with Licensee with making such applications and with obtaining and maintaining the Government Approvals. In addition, Licensee shall have the right to initiate the ordering and/or scheduling of necessary utilities, including working with KCAD as may be required.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, at its own cost. Licensee shall provide Licensor with a copy of any title report or commitment, or survey obtained by Licensee.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

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(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods; or

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee, such approvals, licenses or other authority it shall have diligently worked to obtain; or if Licensee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable.

8. INSURANCE. Licensee shall provide evidence of insurance in accordance with Part 2, Section IX of the Aviation Department Standard License Conditions.

9. INTERFERENCE. Licensor will use commercially reasonable efforts to eliminate any interference from any outer source if such interference is affecting the DAS , so long as doing so does not impact Licensor's safe and efficient operation of the Property and is not contrary to applicable law. In the event any such interference does not cease within thirty (30) days of Licensor's receipt of written notice from Licensee, then Licensee will have the right to terminate this Agreement upon notice to Licensor.

10. INDEMNIFICATION. Indemnification shall be governed in accordance with Part 2, Section IX of the Aviation Department Standard License Conditions.

11. WARRANTIES.

(a) Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Licensor represents, warrants and agrees that: (i) as long as Licensee is not in default then Licensor grants to Licensee, actual, quiet and peaceful use, enjoyment and possession of the Premises; (ii) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (iii) Licensor has obtained all consents and approvals necessary to enter into this Agreement and to grant Licensee the rights hereunder.

(c) Licensee acknowledges that the Property is part of the Kansas City International Airport and subject to obligations including but not limited to various federal grant assurance. Licensee further acknowledges and agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated and are applicable to the Property, including those which are set out in Part III. If the Licensee's obligations are transferred to another, the transferee is obligated in the same manner as the Licensee.

12. ENVIRONMENTAL. All environmental matters will be governed by the Part II Aviation Department Standard License Conditions, Section VIII.

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13. ACCESS. Licensor agrees to provide Licensee access in accordance with Part 2, Section 2(c) of the Aviation Department Standard Lease Conditions.

14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property, regardless of whether any portion is deemed real or personal property under applicable law, and, at Licensee's option, may be removed by Licensee without Licensor's consent at any time during the Term. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Licensee shall remove all of Licensee's improvements and Licensee will restore the remainder of the Premises to the reasonable satisfaction of Licensor.

15. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Licensor will maintain and repair the Property and access thereto and all areas of the Premises where Licensee does not have exclusive control, in good and leasable condition. .

(b) Licensor represents, warrants and agrees throughout the Term to operate, repair, maintain and provide performance reliability of the DAS in a high quality, first class and professional manner, either directly or through a qualified vendor, twenty-four (24) hours a day, seven (7) days a week in a manner equal or superior to the recommended repair and maintenance service standards provided by the manufacturer(s) of the DAS.

(c) Licensor will be responsible for providing at Licensor's sole cost and expense, all electricity, HVAC, and any other utility used or consumed by Licensee on the Premises as it pertains to the initial installation as set forth on Exhibit 2. Licensee will be responsible for providing at Licensee's sole cost and expense, all electricity and any other utility used or consumed by Licensee on the Premises as it pertains to any proprietary expansion as defined on Exhibit 3 and Exhibit 4. To the extent allowed by law, Licensor will cooperate, with any utility company requesting an easement over, under and across the Property in order for the utility company to provide such other service to Licensee as Licensee may require in furtherance of the Permitted Use.

(d) Licensor shall cooperate with Licensee to allow for the placement of an electric submeter (or submeters) at a defined location (or locations) to measure the use and consumption of the electricity necessary to operate the proprietary expansion and equipment as defined on Exhibit 3 and Exhibit 4. Licensor shall read the submeter on a monthly basis and provide Licensee with an invoice for Licensee's power consumption for the MMS on a monthly basis. Each invoice shall reflect charges only for Licensee's power consumption based on the average kilowatt hour rate actually paid by Licensor to the utility, without markup or profit. All invoices for power consumption shall be sent by Licensor to Licensee at _____.

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Upon written request from Licensee, Licensor shall provide copies of electricity bills received by Licensor during any period that Licensor submits invoices to Licensee for reimbursement and for that same period Licensor shall provide documentation of the sub-meter readings applicable to such periods. Licensee shall pay each invoice within thirty (30) calendar days after receipt of the invoice from Licensor.

16. DEFAULT AND RIGHT TO CURE. In the event Licensee defaults in the performance of any of its covenants or obligations hereunder, such default shall be controlled by in accordance with Part 2, Section V of the Aviation Department Standard License Conditions, attached hereto.

17. ASSIGNMENT. Assignments shall be governed in accordance with Part 2, Section 4 of the Aviation Department Standard License Conditions, attached hereto.

18. NOTICES.

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

If to Licensee: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Venue Name: Kansas City International Airport (MO)
 Fixed Asset No: 15275433
 1025 Lenox Park Blvd. NE
 3rd Floor
 Atlanta, GA 30319

With the required copy of legal notice sent to Licensee at the address above, a copy to the Legal Department:

 New Cingular Wireless PCS, LLC
 Attn: Legal Department - Network
 Re: Venue Name: Kansas City International Airport MO)
 Fixed Asset No: 15275433
 208 S. Akard Street
 Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

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If to Licensor: [LicensorName]
 [MailingAddress]
 [MailCityStZip]

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

19. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee may include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses.

20. CASUALTY. Licensor will provide notice to Licensee of any casualty or other harm which is likely to affect the Communication Facility within forty-eight (48) hours of the casualty or other harm. In the event of damage by fire or other casualty to the Property that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Property for more than ninety (90) days, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Property, then Licensee may terminate this Agreement upon thirty (30) days written notice to Licensor prior to the end of such ninety (90) day period. Any such notice of termination shall cause this Agreement 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 and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all payments shall abate during the period of such fire or other casualty. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof, subject to Section X of the Aviation Department Standard License Conditions. If Licensor or Licensee undertakes to rebuild or restore the Property and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property as may be mutually agreed until the reconstruction of the Property and/or the Communication Facility is completed. Licensee shall diligently pursue reconstruction.

21. WAIVER OF LESSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

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22. **Intentionally Deleted.**

23. **Intentionally Deleted.**

24. **Intentionally Deleted.**

25. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Intentionally Deleted.**

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(f) **Governing Law.** This Agreement will be governed by the laws of Missouri, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms

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"termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of Licensee using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **Intentionally Deleted.**

(k) **W-9.** Licensors agree to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.

(l) **No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein.

(m) **Severability.** All issues of severability will be governed by the Part II Aviation Department Standard License Conditions, Section XIII (G).

(n) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(o) **WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.**

(p) **Media.** The Licensor acknowledges and agrees that upon the completion and successful optimization of the Communication Facility, Licensee and Licensee's affiliates shall have permission to advertise, promote, and inform the public including but not limited to, external and internal audiences, and all other persons and parties about the enhanced telecommunications services provided through the Communication Facility. Provided however, that any advertising to take place on the Property shall be subject to prior review and approval of Licensor and requires coordination with Licensor's advertising concessionaire. Licensee will obtain permission

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from Licensor before releasing any photo or video content related to network enhancement(s). Licensee will obtain approval from Licensor for permission to include a quote in a press release and agree on the content of the quote with the Licensor, which approval shall not to be unreasonably withheld, delayed or conditioned.

26. Licensor's obligations as set out in this Agreement are subject to the availability and appropriation of funds.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

Approved as to Form:

"LESSOR"

**City of Kansas City, Missouri,
a municipal corporation of the State of Missouri,
by and through its Aviation Department**

Assistant City Attorney

By: _____

Print Name: _____

Its: _____

Date: _____

"LESSEE"

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

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EXHIBIT 1
COVERAGE AREA

Premises Design of the 4G cDAS Neutral host inclusive of C-Band – coverage map and installation

This is for informational purposes only and will be substituted upon receipt of the as-built drawings which shall then become a final exhibit to this Agreement.

[FOLLOWS ON NEXT PAGE]

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EXHIBIT 2

DESCRIPTION OF PREMISES

Assigned space in Data Center and Demarc in Police Building

This is for informational purposes only and will be substituted upon receipt of the as-built drawings which shall then become a final exhibit to this Agreement.

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EXHIBIT 3

DESCRIPTION OF AT&T EQUIPMENT INSTALLED WITHIN RACK SPACE DEFINED IN EXHIBIT 2

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EXHIBIT 4

ADDITIONAL 5G MM OVERLAY DESCRIPTION

This is for informational purposes only and will be substituted upon receipt of the MMS plan design approval from KCAD which shall then become a final exhibit to this Agreement.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ON THIS EXHIBIT.

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EXHIBIT 5

DAS Operations and Maintenance Services Summary

Version 1 Dated as of this ____ day of October 2022.

Overall System Monitoring and Notification Provisions Overview

- 24 hour per day, 7 day per week, 365 day per year DAS monitoring center/NOC
- Notification mechanism for faults or alarms and alert process for notification of all relevant parties
- Remote diagnostic processes on a 24 hour, 7 days per week basis to ensure the DAS is performing as designed
- Ticket Process for any system issues including resolution timeframe(s) and ticket closure process
- Records maintenance for any/all “break/fix” issues on DAS with respect to Telecom Facilities, Carriers, and Carrier’s equipment
- Resolution Desk - Remote diagnostic and soft resolution prior to truck rollout
- Spare Parts Management
- Disaster Recovery plan implementation
- Portal Access

Provided Services Detail

- Site Assessment: Remote System Monitoring Services for Network with M&M services performed remotely through provider's US located Network Operations Center ("NOC").
- Remote M&M Services: 24 hours/day, 7 days/week, 365 days/year coverage; remote node and fiber monitoring; remote node and fiber troubleshooting and diagnostics; service ticketing, Provider notifications and Provider communications; and field dispatch coordination and administration.

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- Service Ticketing System and Service Ticketing Process: Service ticket with a unique Ticket Number and a Network Event Severity Level. All tickets updated and closed when inquiry is concluded.
- Network Event Notification: The NOC will maintain a Provider contact and escalation list for use in communicating and coordinating Network, both scheduled and unscheduled.
- Fiber Monitoring: NOC personnel will use information captured from any currently installed and active Network remotes at node and hub sites to open or update an open Service Ticket.
- Provider Contract and Commercial Terms Administration: Incorporate relevant contact and contract information into Provider's NOC systems for managing the ongoing Provider entitlement and other services encompassed in Licenses.
- Provider Network Event Classifications:
 - Five (5) levels of severity:
 - Level 1 (Critical): Multi-node outage;
 - Level 2 (Major): A single node is offline, or the Network is less than 50% operational;
 - Level 3 (Minor): Short duration alarms or node resets that are less than one minute in duration and the Network is otherwise fully operational;
 - Level 4 (Warning): Indication of a potential future event that may result in a higher-level alarm if not investigated; and
 - Level 5 (Informational): Non-service affecting alarms that are informational only.
- Scheduled Maintenance: 48-hour advanced notice of scheduled maintenance activity or downtime.
- Incident Management. Provider has existing master maintenance and monitoring protocols in place with AT&T, Sprint, T-Mobile, and Verizon Wireless that outline the Network grade outage, incident management processes, availability or operational performance and communications protocols to be used in the event of a High (Critical Severity) Impact of the Network's Incident Management.
- Field Dispatch Coordination and Administration: The NOC will, upon determining a need to dispatch personnel to perform field-based diagnostic, troubleshooting and remediation activities (collectively, "Field Services"), coordinate with impacted Providers to dispatch a Field Service resource.

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- Spare Parts Management. To accommodate the rapid restoration of the Network from any outage event, Provider recommends that Site Owner store equipment spare parts on-site at the Site. Provider will manage the equipment spares, monitoring the inventory to maintain proper levels.
- Disaster Recovery Program. Provider maintains three (3) NOCs, a primary NOC in suburban Chicago, Illinois, and a secondary NOC in Las Vegas, with a third location in Madison, Wisconsin. With Covid protocols, Provider's NOC can perform in a distributed approach. Should any NOC location be impacted by a local disaster in the area, Provider has the ability to operate in 100% remote fashion.
- Provider Portal Access: Provider will make available to Site staff a secure web-based portal providing Site staff with immediate visibility to the health of the Network.

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SERVICE IMPACT RESPONSE TIMES

	Description	Initial Response Due	Updates
T1 - Critical	<p>This Incident level is attained when any of the following conditions are met with respect to the DAS:</p> <ul style="list-style-type: none"> • A complete DAS outage • Multiple main hub failures • Power Failures – Resulting in an outage of greater than 50% of the coverage area of the DAS (the “DAS Coverage Area”) • Interface RF failure • Resulting in an outage of greater than 50% of the DAS Coverage Area • Inter-building fiber failure– Resulting in an outage of greater than 50% of the DAS Coverage Area 	<p>30 minutes after identification of Incident</p>	<p>2 Hours after delivery of Initial Response, or as requested</p>
T2 -Major	<p>This Incident level is attained when any of the following conditions are met as to the DAS:</p> <ul style="list-style-type: none"> • Service is seriously degraded but can continue to operate via workaround or incremental resource for short period of time • Single main hub failure– Resulting in an outage of greater than 25% of the DAS Coverage Area • Multiple expansion hub failures – Resulting in an outage of greater than 25% but less than 50% of the DAS Coverage Area 	<p>30 minutes after identification of Incident</p>	<p>Every 4 hours after delivery of Initial Response, or as requested</p>

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	<ul style="list-style-type: none"> • Greater than 25% DAS failure rate 		
	Description	Initial Response Due	Updates
T3 - Minor	<p>This Incident level is attained when any of the following conditions are met as to the DAS:</p> <ul style="list-style-type: none"> •Service is lost by small number of users affecting significant business functionality. •A minor degradation of DAS service delivery •Workaround exists or can be developed with a small amount of incremental resources •Trouble Ticket – operational investigations of troubles not impacting service •Service is lost by small number of users affecting significant business functionality. •A minor degradation of DAS service delivery •Workaround exists or can be developed with a small amount of incremental resources •Trouble Ticket – operational investigations of troubles not impacting service 	<p>60 minutes after identification of Incident</p>	<p>Every 16 hours after delivery of Initial Response, or as requested</p>

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LICENSOR

By: _____
Name: _____
Date: _____

LICENSEE

By: _____
Name: _____
Date: _____

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EXHIBIT 6

**AVIATION DEPARTMENT STANDARD
LEASE CONDITIONS (6-1)**

AND

**SUPPLEMENTAL TERMS AND
CONDITIONS TO ALL AIRPORT
AGREEMENTS (6-2)**

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EXHIBIT 7

AVIATION DEPARTMENT
TENANT MODIFICATION REQUIREMENTS

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