

RIGHT-OF-WAY ONLY SMALL CELL MASTER ACCESS AGREEMENT

This Right-of-Way Only Small Cell Master Access Agreement (the "Agreement") made this ___ day of _____, 20___, between the City of Smyrna ("City"), with its principal offices located at 2800 King Street, Smyrna, GA 30081 and ExteNet Systems, Inc. ("Grantee"), with its principal offices at 3030 Warrenville Road, Suite 340, Lisle, IL 60532 (telephone number 630-505-3800). City and Grantee are at times collectively referred to herein as the "Parties" or individually as a "Party."

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

1. **GRANT.** In accordance with this Agreement, City hereby grants to Grantee the non-exclusive right to enter, use and occupy the total surface area, and the area above and below the surface of certain public rights-of-way within the City expressly to install, mount, maintain, modify, operate, replace or remove its wireless facilities in, on, under, along, above or across those rights-of-way. The Parties agree they will enter into an access supplement ("Supplement"), a copy of which is attached hereto as **Exhibit "A"**, with respect to any particular public rights-of-way where the Parties agree Grantee will install communications equipment, and the public rights-of-way will be described completely in **Exhibit "1"** attached to the applicable Supplement.

2. **INITIAL TERM.** This Agreement shall be for a term of twenty-five (25) years beginning on the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"). The initial term of each Supplement shall be for five (5) years beginning on the first day of the month following the Effective Date (the "Commencement Date"). Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

3. **EXTENSIONS.** Each Supplement shall automatically be extended for four (4) additional five (5) year terms unless Grantee terminates it at the end of the then current term by giving City written notice of the intent to terminate at least three (3) months prior to the end of the then current term. Grantee shall also have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months' prior notice is given to City. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term".

4. **ACCESS FEES.**

(a). Access fee payments shall begin on the Commencement Date and be due at a total annual rate of (i) 1,350.00 per site, per year, per Permit, which shall escalate each year by three percent (3%); (ii) for attachments of communications facilities to third-party poles, \$500.00 per site, per year, per Permit; and (iii) Grantee shall pay to the City a fee of \$500.00 per year for any other carrier that subsequently collocates communications equipment on a new Grantee pole or ground mounting beyond the initial installation of communications facilities thereon, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the payee designated by City in the Supplement or to such other person, firm or place as City may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 18 below. City and Grantee acknowledge and agree that the initial rental payment for each Supplement shall not be

delivered by Grantee until sixty (60) days after the Commencement Date. Upon agreement of the Parties, Grantee may pay access fees by electronic funds transfer and in such event, City agrees to provide to Grantee bank routing information for such purpose upon request of Grantee.

(b). For any party to whom access fee payments are to be made, City or any successor in interest of City hereby agrees to provide to Grantee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify City's or such other party's right to receive access fees as is reasonably requested by Grantee. Access fees shall accrue in accordance with this Agreement, but Grantee shall have no obligation to deliver access fee payments until the requested documentation has been received by Grantee. Upon receipt of the requested documentation, Grantee shall deliver the accrued rental payments as directed by City.

5. ACCESS RIGHTS. Grantee shall have the non-exclusive right of ingress and egress seven (7) days a week, twenty-four (24) hours a day, over, under and across the public rights-of-way for the purpose of installation, operation and maintenance of Grantee's communications facility. Notwithstanding anything to the contrary, use of the public rights-of-way under each Supplement shall include such additional space necessary for the installation, operation and maintenance of fiber, wires, cables, conduits and pipes running between Grantee's communications equipment and Grantee's network. In the event it is necessary, City agrees to grant Grantee or its third-party provider the right to install such fiber, wires, cables, conduits, and pipes on, through, over and/or under the public rights-of-way, provided the location of such components shall be reasonably approved by City.

6. CONDITION OF PROPERTY. City shall deliver the public rights-of-way to Grantee clean and free of debris. City represents and warrants to Grantee that as of the Effective Date of each Supplement and covenants during the Term: (i) the condition of the public rights-of-way will not negatively impact Grantee's use or endanger workers, and (ii) the public rights-of-way are in compliance with all Laws (as defined herein), including any applicable building codes, regulations or ordinances.

7. PERMITS. Prior to commencing any work on the property or the premises, Grantee shall have applied for and obtained an approved permit from the City's **Engineering Department** (hereinafter a "**Permit**"). The Permit, if granted, will allow Grantee the right to construct its Communications Facility and maintain a service utility line within the Right-of-Way. Each Permit shall be in accordance with all applicable provisions of the City Code as may be amended from time to time and the Utilities Accommodation Policy and Standards Manual ("**UAM**") including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, except Appendix B (Permit Forms and supporting Documents), promulgated by the Georgia Department of Transportation, as may be amended from time to time. Grantee will apply for a Permit for each separate site for which Grantee desires to locate a Communications Facility and abide by the terms of that Permit.

Grantee shall use the Premises only in accordance with good engineering practices and in compliance with all applicable Federal Communications Commission ("**FCC**"), Federal, State, and Local laws, regulations and rules. With each permit application, Grantee shall furnish the City with detailed construction plans and drawings for each individual Property and Premises, together with necessary

maps, indicating specifically the existing poles to be used, the number and character of the attachments to be placed on such poles, equipment necessary for Grantee's use, replacements of existing pole(s), any new or additional pole(s) which may be required (with specific dimensions and details), and any new installations for transmission conduit, pull boxes, and appurtenances.

Grantee must obtain and submit to the City a structural engineering study carried out by a qualified structural engineer, showing that the pole(s) is (are) able to support the proposed facilities. If the study finds that any proposed structure is inadequate to support the proposed antenna loads, City may decline to permit installation. If the Permit is for construction and installation of new poles or ground-mountings, Grantee must also submit evidence demonstrating the technical or physical circumstances that prevent the location or collocation of its Communications Facilities on existing Premises.

Regarding each individual Permit application, the City shall have the right to reject the Permit application for the following reasons: (a) for reasons relating to capacity, safety, reliability, or generally applicable engineering practices; (b) the application is materially incomplete; or (c) if the proposed installation fails to meet any standards required by law. In any event, within thirty (30) days after the receipt of a Permit application, the City shall notify Grantee in writing whether the application is approved or rejected and, in the case of rejection, the reason(s) why the application was rejected. Where an application is rejected and the reasons for rejection are capable of being cured, the City shall, if consistent with the procedures set forth in the City Code, provide Grantee with a reasonable opportunity to cure the deficiencies in the application without having to re-submit a new application. Each individual Permit may be approved by the City Engineer/ City Manager or his/her designee. In the event the City fails to notify Grantee of the acceptance or rejection of a Permit application within thirty (30) days, as required pursuant to this Section, such application shall be deemed approved. Grantee agrees that, to the extent possible, Grantee shall give preference to, location and collocation installations, followed by concealed or stealth configurations. New poles and ground-mountings should also be consistent with existing infrastructure in the Right-of-Way to the extent possible and should be designed, constructed, and operated to accommodate collocation of communications equipment, including communications equipment of other operators.

8. GOVERNMENT APPROVALS. Grantee's use of the public rights-of-way is contingent upon Grantee obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities (collectively, "Governmental Entities") as well as a satisfactory structural analysis of any building, light pole, sign, or other structure that will permit Grantee's use. City shall cooperate with Grantee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the public rights-of-way with respect to Grantee's use. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Grantee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Grantee determines that such Governmental Approvals may not be obtained in a timely manner, Grantee shall have the right to terminate the applicable Supplement upon written notice to City.

9. CITY OPERATION OF TRAFFIC LIGHT SIGNAL OR STREET LIGHT SYSTEM; EMERGENCIES. Grantee acknowledges that the property or premises, may be used to provide traffic control and street lighting for the residents of the City. The Parties agree that this Agreement does not in any way limit

City's right to operate and maintain traffic lights and street lights in the manner that best enables the functioning thereof and protects public safety.

In case of an emergency arising from or related to the Communications Facilities ("emergency" being defined for purposes of this Agreement as an event which the City determines as posing an immediate threat of substantial harm or damage to the health, safety and welfare of the public and/or the property and/or premises), City shall have the right to act as necessary to protect the public health and safety of its citizens, and to protect public and private property. City will make every reasonable effort to coordinate its emergency response with Grantee, provided, however, that where City requires emergency access to the property and premises, City shall contact Grantee promptly and in no event later than twenty-four (24) hours after such access. During the course of said emergency, City may, in its reasonable discretion, remove the Communications Facilities, provided, however, that such removal, where possible, be performed only by qualified personnel. Grantee shall be responsible for the costs arising out of such removal, unless the emergency that caused the removal was the result of the acts or omissions of the City or a third party. City shall give Grantee notice of said removal as soon as practicable under the circumstances and shall work in cooperation with Grantee to restore the removed Communications Facilities expeditiously.

10. INDEMNIFICATION. Subject to Paragraph 12 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligations in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE.

a. To the extent allowed by law, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the public rights-of-way, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a

result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the public rights-of-way shall waive the insurer's right of subrogation against the other Party.

b. City and Grantee each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property. City and Grantee each agree that it will include the other Party as an additional insured.

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

13. TERMINATION OF A SUPPLEMENT. Notwithstanding anything to the contrary contained herein, Grantee shall have the right to terminate any Supplement for convenience on thirty (30) days' notice to City. In the event of such termination, Grantee shall remove its communications equipment in accordance with Section 14 below and City shall retain any access fees paid to such date.

14. REMOVAL AT END OF TERM. Upon expiration or within ninety (90) days of earlier termination of a Supplement, Grantee shall remove Grantee's communications equipment from the public rights-of-way. City agrees and acknowledges that the communications equipment shall remain the personal property of Grantee and Grantee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Grantee to remain in the public rights-of-way after termination of the Supplement, Grantee shall pay an access fee at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. RIGHTS UPON SALE. Should City, at any time during the Term of any Supplement decide (i) to sell or otherwise transfer all or any part of the public rights-of-way, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the public rights-of-way, such sale, transfer, or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize Grantee's rights hereunder and under the terms of the Supplement. In the event that City completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement whereby the third party agrees in writing to assume all obligations of City under the Supplement, then City shall not be released from its obligations to Grantee under the Supplement, and Grantee shall have the right to look to City and the third party for the full performance of the Supplement.

16. QUIET ENJOYMENT AND REPRESENTATIONS. City covenants that Grantee, on paying the access fee and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the public rights-of-way. City represents and warrants to Grantee as of the execution date of each Supplement and covenants during the Term that City has full authority to enter into and

execute the Supplement and that there are no liens, judgments, covenants, easements, restrictions, or other impediments of title that will adversely affect Grantee's use.

17. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by either Party to Authorized Entities without any approval or consent of the other Party. Grantee may assign this Agreement and each Supplement to any entity which acquires all or substantially all of Grantee's assets in the market defined by the FCC in which the public rights-of-way are located by reason of a merger, acquisition or other business reorganization without approval or consent of City. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

(a) Sub-licensing. Grantee, as an integral part of its business operations, shall be permitted to sub-license or sublease to third-party wireless telecommunications providers any, all, or a portion of its rights under this Agreement, including but not limited to placement of Attachments within City ROW. Grantee agrees to pay the co-location fee as outlined in 4. (a) (iii) for each sub-license it enters into with wireless telecommunications providers. The installation and use of internal space within Grantee's Attachments for additional wireless providers utilizing Grantee's Service and/or the use of Grantee's Attachments by third parties that involves no additional Attachment or overlashing shall be allowed after review by the Grantor.

18. NOTICES. Except for notices permitted via email in accordance with Paragraph 23 below, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

City: City Manager
City of Smyrna
2800 King Street
Smyrna, GA 30081

Grantee: ExteNet Systems, Inc.
ATTN: CFO
3030 Warrenville Rd., Suite 340
Lisle, IL 60532

With a copy to "General Counsel" at the same address.

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

19. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement or a Supplement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) City fails to comply with this Agreement and the failure interferes with Grantee's use and City does not remedy the failure within five (5) days after written notice from Grantee or, if the failure cannot reasonably be remedied in such time, if City does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice.

20. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the public rights-of-way are located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If Grantee undertakes any such performance on City's behalf and City does not pay Grantee the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, Grantee may offset the full undisputed amount due against all fees due and owing to City under the applicable Supplement until the full undisputed amount is fully reimbursed to Grantee.

21. ENVIRONMENTAL. Grantee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Grantee shall indemnify and hold harmless the City from claims to the extent resulting from Grantee's violation of any applicable EH&S Laws or to the extent that Grantee causes a release of any regulated substance to the environment. City shall indemnify and hold harmless Grantee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Grantee. The Parties recognize that Grantee is only accessing a small portion of City's public rights-of-way and that Grantee shall not be responsible for any environmental condition or issue except to the extent resulting from Grantee's specific activities and responsibilities. In the event that Grantee encounters any hazardous substances that do not result from its activities, Grantee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Grantee desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, City agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

22. CASUALTY. If a fire or other casualty damages the public rights-of-way and impairs Grantee's use, the access fee shall abate until Grantee's use is restored. If Grantee's use is not restored within forty-five (45) days, Grantee may terminate the Supplement.

23. APPLICABLE LAWS.

(a). During the Term, City shall maintain the public rights-of-way in compliance with all applicable laws, EH&S laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Grantee shall, in respect to the condition of the public rights-of-way and at Grantee's sole cost and expense, comply with all Laws relating solely to Grantee's specific and unique nature of use of the public rights-of-way. It shall be City's obligation to comply with all Laws relating to the public rights-of-way, without regard to specific use (including, without limitation, modifications required to enable Grantee to obtain all necessary building permits).

(b). This Agreement does not limit any rights Grantee may have in accordance with Laws to install its own poles in the right of way or to attach Grantee's equipment to third-party poles located in the right of way. This Agreement shall in no way limit or waive either party's present or future rights under Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially preempted or superseded by changes in Laws, the parties agree to amend the Agreement to reflect the change in Laws.

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

25. RIGHT OF ENTRY. Prior to execution of any Supplement, City grants to Grantee a right of entry and access to enter any public rights-of-way to conduct and perform surveys, environmental testing (which Grantee agrees will be limited to a Phase I or similar investigation including non-destructive investigation of building materials), and radio propagation studies ("Permitted Activities"). Grantee will notify City via email at (_____) at least two (2) days in advance of its intended activities. Grantee's entry rights prior to execution of a Supplement is specifically limited to the Permitted Activities, shall not include any other activities, and shall be targeted at the proposed public rights-of-way. Grantee shall be responsible for any and all costs related to the Permitted Activities, including installation, operation, and removal of equipment on the Site. In the event a Supplement is not executed for any public rights-of-way Grantee enters for the Permitted Activities, Grantee will remove any and all of its equipment from the public rights-of-way and will restore the public rights-of-way to a condition substantially similar to that which existed immediately

prior to Grantee's entry, reasonable wear and tear excepted. In performing the Permitted Activities, Grantee will not take any action that unreasonably interrupts the normal operation of City.

26. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the City and the Grantee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the City or the Grantee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed, interpreted, construed and regulated by the laws of the state in which the public rights-of-way are located without reference to its choice of law rules. Except as expressly set forth in this Agreement or any Supplement, nothing in this Agreement or any Supplement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

27. TAXES.

(a). City shall invoice and Grantee shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the Grantee and required to be collected by the City based on any service, rental space, or equipment provided by the City to the Grantee. Grantee shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the Grantee and required to be paid by the Grantee that are directly attributable to the Grantee's equipment or Grantee's use and occupancy of the public rights-of-way. Payment shall be made by Grantee within sixty (60) days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. City shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to City's public rights-of-way or any portion thereof imposed by any Government Entity.

(b). Grantee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Grantee is wholly or partly responsible for payment. City shall reasonably cooperate with Grantee at Grantee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Grantee, there is a reduction, credit or repayment received by the City for any taxes previously paid by Grantee, City agrees to promptly reimburse to Grantee the amount of said reduction, credit or repayment. In the event that Grantee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, City will pursue such dispute at Grantee's sole cost and expense upon written request of Grantee.

28. NON-DISCLOSURE. The Parties agree this Agreement, the Supplements, and any information exchanged between the Parties regarding the Agreement and Supplements are confidential. The Parties agree not to provide copies of this Agreement, the Supplements, or any other confidential

information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. Each Party may, without obtaining the other's consent, provide such copies or make such disclosures to Authorized Entities if such information pertains to that Authorized Entity.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

City of Smyrna

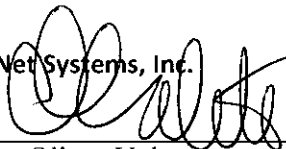
By: _____

Its: _____

Date: _____

WITNESS

ExteNet Systems, Inc.

By:  _____

Oliver Valente

Its: EVP-COO

Date: 9/26/18

WITNESS



ADELA REYNOSO

EXHIBIT "A"

ACCESS SUPPLEMENT

This Access Supplement ("Supplement"), is made this ____ day of _____, _____, between <ENTITY NAME>, a <BUSINESS ORGANIZATION>, whose principal place of business is <Address>, City, State, ("City"), and <Company>, whose principal place of business _____ ("Grantee").

1. **Master Access Agreement.** This Supplement is a Supplement as referenced in that certain Master Access Agreement between <ENTITY NAME> and <COMPANY>, dated _____, 201__, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Public Rights-of-Way.** City hereby grants to Grantee non-exclusive right to enter, use and occupy certain public rights-of-way located at <INSERT SITE ADDRESS>. The public rights-of-way are as shown on **Exhibit "1"** attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.
4. **Consideration.** Access fee under this Supplement shall be <ANNUAL RENT> per year, payable to <PAYEE> at <REMITTANCE ADDRESS>.
5. **Site Specific Terms.** (Include any site-specific terms)

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

City

<ENTITY NAME>

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

WITNESS

Grantee

<COMPANY>

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

WITNESS

EXHIBIT 1
SITE PLAN

EXHIBIT 2
GROUND LEASE

EXHIBIT 3

LANDOWNER'S CONSENT