

## MASTER RIGHT OF WAY LICENSE AGREEMENT

This Master Right of Way Agreement (the "**Agreement**") made this \_\_\_ of \_\_\_\_\_, 2018 ("Effective Date"), between **SMYRNA, GEORGIA**, with its principal offices located at 1800 King St, Smyrna GA 30080 (hereinafter designated "**CITY**") and **MOBILITIE, LLC**, a Nevada limited liability company with its principal offices located at 2220 University Drive, Newport Beach, CA 92660 (hereinafter designated "**MOBILITIE**"). CITY and MOBILITIE are at times collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**".

### WITNESSETH

WHEREAS, the CITY desires to promote the health, safety and general welfare of the public by regulating the siting and placement of communications technologies in the public rights of way, including the encouragement of location and collocation of communications technologies on existing structures to the maximum extent possible; and

WHEREAS, pursuant to O.C.G.A. 46-5-1 et seq. telephone companies shall comply with all applicable local laws and regulations, including municipal ordinances and regulations, regarding the placement and maintenance of facilities in the public rights of way; and

WHEREAS, MOBILITIE desires to install, maintain and operate communications facilities in and/or upon the CITY's right-of-way ("**Right-of-Way**"); and

WHEREAS, CITY and MOBILITIE desire to enter into this Agreement to define the general terms and conditions which will govern their relationship with respect to particular sites at which CITY may wish to permit MOBILITIE to install, maintain and operate communications facilities as hereinafter set forth; and

WHEREAS, CITY and MOBILITIE acknowledge that, subject to CITY's issuance of Permits (as such term is defined in this Agreement) to MOBILITIE, the Parties will enter into Permit agreements with respect to particular locations or sites which the CITY agrees to license for use.

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

1. **PREMISES.** Subject to Permit requirements set forth in Paragraph 2 and pursuant to all of the terms and conditions of this Agreement, the CITY agrees to permit MOBILITIE certain space (the "**Space**") located on a portion of CITY's Right-of-Way (the "**Property**"), for the installation, operation and maintenance of communications facilities. Subject to Permit requirements set forth in Paragraph 2, the CITY shall permit MOBILITIE to place antennas and other associated communications equipment within the CITY's Right-of-Way, together with such additional space on the Property sufficient for the installation, operation and maintenance of antennas (the "**Antenna Space**") and associated communications equipment that are owned by MOBILITIE and/or that are owned by MOBILITIE'S customers and maintained, controlled, and managed by MOBILITIE, whether on existing poles or ground-mounted (collectively, the "**Communications Facility(ies)**"); together with such additional space

on and over the Property for the installation, operation and maintenance of wires, cables, conduits and pipes (the "**Cabling Space**") running between and among the Space and Antenna Space and to all necessary electrical and telephone utility sources located on the Property as necessary for the communications equipment; together with the non-exclusive right of ingress and egress from CITY's Right-of-Way, seven (7) days a week, twenty four (24) hours a day (provided, however, if lane closure is involved, subject to approved Permit or work restrictions due to holidays and storm emergencies), over the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of the Communications Facility. If no existing location or collocation can accommodate the proposed Communications Facility due to technical or physical circumstances, then, MOBILITIE may request Space for the construction and installation of new poles or ground-mountings. The Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "**Premises**" and shall be as described in each Permit to be executed by the Parties. In the event there are not sufficient electric, telephone, cable or fiber utility sources located on the Property, CITY agrees to grant MOBILITIE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for MOBILITIE to operate its Communications Facility, provided that MOBILITIE or such utility provider has applied for and received a Permit in accordance with Paragraph 2 below. The Parties acknowledge that currently-existing policies of CITY, as well as of the Federal Highway Administration, prohibit utility location on fully-controlled-access roads such as the Interstate Highway System. Therefore, this Agreement shall cover only non-controlled-access routes.

2. **PERMITS.** Prior to commencing any work on the Property or the Premises, MOBILITIE shall have applied for and obtained an approved permit from the CITY's **(identify responsible contact person with the CITY)** (hereinafter a "**Permit**"). The Permit, if granted, will allow MOBILITIE the right to construct its Communications Facility and maintain a service utility line for a maximum distance of fifty-two feet (52') 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. MOBILITIE will apply for a Permit for each separate site for which MOBILITIE desires to locate a Communications Facility and abide by the terms of that Permit.

MOBILITIE 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, MOBILITIE 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 MOBILITIE'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.

MOBILITIE 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, MOBILITIE 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, if, in the judgment of the CITY, MOBILITIE's use under the circumstances is undesirable, the CITY shall have the right to reject the Permit application in its reasonable discretion. In any event, within thirty (30) days after the receipt of such application, the CITY shall notify MOBILITIE 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 MOBILITIE 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 assessing Permit applications for the construction and installation of new poles or ground-mountings, the CITY will consider siting and location, height, setbacks, aesthetics and visibility, environmental standards, safety standards and other relevant factors related to the CITY'S desire to encourage location and collocation and the orderly development of telecommunications infrastructure. In all instances, location and collocation is preferred, 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. All height requirements for the installation of new poles are subject to the City's Code of Ordinances as it relates to zoning.

3. CITY OPERATION OF TRAFFIC LIGHT SIGNAL OR STREET LIGHT SYSTEM; EMERGENCIES. MOBILITIE acknowledges that the Property, inclusive of the 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 MOBILITIE, provided, however, that where CITY requires emergency access to the Property and Premises,

CITY shall contact MOBILITIE 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. MOBILITIE 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 MOBILITIE notice of said removal as soon as practicable under the circumstances, and shall work in cooperation with MOBILITIE to restore the removed Communications Facilities expeditiously.

4. TERM; FEES. This Agreement shall be for a term of twenty-five years (the "**Term**") commencing upon the execution hereof by both Parties. Either Party may seek renewal of this Agreement by providing written notice to the other Party no less than six (6) months prior to expiration of the Term. Any renewal of this Agreement shall be on such terms as the Parties may mutually agree upon in writing. Each Permit shall have an initial term of five (5) years and said term shall commence upon execution of said Permit by both Parties (the "**Commencement Date**"). The Annual License Fee (as defined in Paragraph 5 hereunder) for all facilities installed pursuant to said Permit will commence and be due on the first day of the month following installation (the "**License Fee Commencement Date**"), provided, however, that the initial Annual License Fee payment for each Permit shall be made thirty (30) days after the License Fee Commencement Date. Thereafter, on each annual anniversary of the License Fee Commencement Date, MOBILITIE shall pay the Annual License Fee. The Annual License Fee shall be paid to the CITY in accordance with Paragraphs 5 and 16 below. CITY and MOBILITIE agree that they shall acknowledge, in writing, the License Fee Commencement Date of each Permit.

5. CONSIDERATION. MOBILITIE shall pay to the CITY a license fee ("**Annual License Fee**"), which under this Agreement shall be as follows: (i) for new MOBILITIE poles or ground mountings and any Communications Facilities initially installed thereon by MOBILITIE, \$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. Further, MOBILITIE shall pay to the CITY a fee of \$500.00 per year for any other carrier that subsequently collocates communications equipment on a new MOBILITIE pole or ground mounting beyond the initial installation of Communications Facilities thereon (the "**Rental Fee**").

Any payment not made within thirty (30) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. The Parties agree that they will renegotiate the Annual License Fee and the Rental Fee by the date that is ten (10) years from the date of this Agreement (the "**Renegotiation Deadline**"), and that should the Parties fail to successfully renegotiate the Annual License Fee or the Rental Fee by the Renegotiation Deadline, either Party may elect to terminate this Agreement upon sixty (60) days' notice to the other Party.

6. EXTENSIONS. So long as the Term is still in effect, each Permit shall automatically be extended for four (4) additional five (5) year terms unless terminated by MOBILITIE via written notice of the intent to terminate at least thirty (30) days prior to the end of the then-current term. Notwithstanding anything herein, after the expiration of this

Agreement, its terms and conditions shall survive and govern with respect to any remaining Permit in effect until the expiration of its then-current term, or until termination.

7. USE; GOVERNMENTAL APPROVALS. MOBILITIE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a Communications Facility and uses incidental thereto as set forth in the Permit. MOBILITIE shall have the right to replace, repair, add or otherwise modify the utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Permit, during the Term as per the permitting procedures in the UAM, applicable CITY Code, and state and federal law, provided, however, that modifications shall not be subject to additional permitting to the extent that (i) such modification to the attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the attachment, as approved by the CITY; or (ii) such modification involves replacement of the attachment with an attachment that is the same, or smaller in weight and dimensions as the approved attachment. It is understood and agreed that MOBILITIE's ability to use the Premises is contingent upon its obtaining, after the execution date of each Permit, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as, where applicable, a satisfactory building structural analysis which will permit MOBILITIE use of the Premises as set forth above. CITY shall cooperate with MOBILITIE in its effort to obtain such approvals and, except as otherwise provided in Paragraph 2 of this Agreement, shall take no action which would adversely affect the status of the Property or the Premises with respect to the proposed use thereof by MOBILITIE. In the event that (i) any applications for any Governmental Approvals should be finally rejected; (ii) any such Governmental Approval issued to MOBILITIE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) MOBILITIE determines that such Governmental Approvals may not be obtained in a timely manner, MOBILITIE shall have the right to terminate the applicable Permit. Notice of MOBILITIE's exercise of its right to terminate shall be given to CITY in accordance with the notice provisions set forth in Paragraph 16 and shall be effective upon the mailing of such notice by MOBILITIE, or upon such later date as designated by MOBILITIE. All fees paid to said termination date shall be retained by CITY. Upon such termination, the applicable Permit shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, MOBILITIE shall have no further obligations for the payment of fees to CITY for the terminated Permit.

8. INDEMNIFICATION. MOBILITIE shall indemnify and hold CITY 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 MOBILITIE, 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 CITY, or its employees, contractors or agents. Notwithstanding any other provision of this Agreement, no Party shall be liable in connection with this Agreement or any Permit for consequential, special, indirect, incidental, or punitive damages (including but not limited to lost revenues, loss of equipment, interruption or loss of service, or loss of data) for

any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

9. INSURANCE. MOBILITIE will maintain commercial general liability insurance with a combined single limit not less than \$2,000,000 for injury to or death of one or more persons and damage or destruction to property in any one occurrence. MOBILITIE will include CITY as an additional insured.

10. INTERFERENCE. MOBILITIE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to any equipment of CITY or other permitted users of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed Communications Facility causes such interference, and after CITY has notified MOBILITIE in writing of such interference, MOBILITIE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at MOBILITIE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will CITY be entitled to terminate a Permit or relocate the equipment as long as MOBILITIE is making a good faith effort to remedy the interference issue. CITY shall, with reasonable notice to MOBILITIE, be entitled to power down immediately or cause to be powered down the Communications Facility where the interference is with traffic-control devices. CITY shall provide MOBILITIE no less than thirty (30) days of any planned or routine maintenance of traffic control devices located where MOBILITIE has installed its facilities. In advance of such maintenance activities, Licensee shall temporarily cut-off electricity to its Communication Facility for the safety of maintenance personnel. CITY agrees that any other permitted users of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing equipment of MOBILITIE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

11. REMOVAL AT END OF TERM; ABANDONMENT OF RIGHT-OF-WAY; RELOCATION. MOBILITIE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Permit, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. CITY agrees and acknowledges that the Communications Facilities, conduits, fixtures and personal property shall remain the personal property of MOBILITIE and MOBILITIE 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.

The Parties recognize that CITY may hold an easement interest only in certain of its rights-of-way. Upon abandonment by CITY of a highway or section thereof, MOBILITIE may have no rights against the owner of the underlying fee estate to maintain its facilities. MOBILITIE shall have no right to cause CITY to continue to operate the road. In the event, in its sole discretion, CITY

determines it is in the public interest to abandon said Right-of-Way, the applicable Permit shall terminate upon sixty (60) days' notice to MOBILITIE prior to abandonment (or, in the cases of exigency, such notice as is reasonable under the circumstances) and no further fees will accrue.

If at any time during the period of this Agreement, CITY shall lawfully elect to vacate, relocate, abandon, alter, reconstruct or change the grade of any street, sidewalk, alley or other public way including any related drainage and utility areas, MOBILITIE, upon reasonable notice from CITY, shall remove, relay, and relocate its wires, cables, poles and other fixtures and equipment at its own expense and within reasonable time schedules established by CITY. Should MOBILITIE refuse or fail to remove its equipment as provided for herein within 45 days after written notification, CITY shall have the right to do such or cause it to be done and full cost thereof shall be chargeable to MOBILITIE, or in the alternative, to consider such failure by MOBILITIE to remove its equipment as abandonment of all ownership rights in said property. In the event MOBILITIE must remove or relocate its equipment pursuant to the terms of this Section 11, CITY shall cooperate with MOBILITIE in its reasonable efforts to identify an alternative site for MOBILITIE's use and will make a reasonable attempt to coordinate relocation in order to minimize any service disruption.

12. RIGHTS UPON SALE. Except as provided in Paragraph 11 above regarding abandonment, should CITY, at any time during the Term of any Permit decide (i) to sell or transfer all or any part of the Property to a purchaser other than MOBILITIE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by MOBILITIE, or a larger portion thereof, for the purpose of operating and maintaining Communications Facilities or the management thereof, such sale or transfer, or grant of an easement or interest therein shall be under and subject to the Permit and any such purchaser, transferee or grantee shall recognize MOBILITIE'S rights hereunder and under the terms of the Permit. In the event that CITY completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Permit whereby the third party agrees in writing to assume all obligations of CITY under the Permit, then CITY shall not be released from its obligations to MOBILITIE under the Permit, and MOBILITIE shall have the right to look to CITY and the third party for the full performance of the Permit.

13. MOBILITIE'S RIGHT OF TERMINATION. Notwithstanding any other provision of this Agreement, MOBILITIE may, in its sole discretion, terminate any Permit on thirty (30) days' notice to the CITY at any time without any further liability for any Annual License Fees attributable to said Permit, so long as MOBILITIE is not in default with respect to said Permit.

14. GOVERNING LAW AND VENUE. This Agreement is a Georgia agreement made under the laws of the State. It will be enforced according to Georgia law without regard to its conflict of laws rules or any other rules directing referral to foreign law or forums. Each Party hereby agrees to execute an acknowledgment of service of process at the request of the other Party in any litigation related to this Agreement. In the event that a Party does not provide an acknowledgment of service as agreed, each Party consents to service of process at that Party's address as set forth in Paragraph 16 (Notices).

15. ASSIGNMENT. This Agreement, and each Permit under it, may be sold, assigned or transferred by MOBILITIE without any approval or consent of the CITY to any parent, subsidiary, affiliate, or any person, firm or corporation that shall control, be under the control of, or be under common control with MOBILITIE, or to any entity into which MOBILITIE may be merged or consolidated or which purchases substantially all of the assets of MOBILITIE that are subject to this Agreement. As to other parties, this Agreement and each Permit may not be sold, assigned or transferred without the written consent of the CITY, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of MOBILITIE or transfer upon partnership or corporate dissolution of MOBILITIE shall constitute a sale, assignment, or transfer hereunder. Notwithstanding the foregoing, MOBILITIE may provide capacity across the Communications Facilities to a third party without the consent required under this paragraph, so long as MOBILITIE retains control over and remains solely responsible for such Communications Facilities. The use of the Communications Facilities by third parties (including, but not limited to, leases of dark fiber) that involves no additional attachment is not considered a sublicense to a third party subject to the provisions of this paragraph. MOBILITIE shall provide written notice of all sales, assignments or transfers within 60 days thereof.

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

CITY                      Attn: City Administrator  
                                  City of Smyrna  
                                  2800 King Street  
                                  Smyrna, GA 30080

MOBILITIE:            Attn: Legal Department  
                                  Mobilitie LLC  
                                  2220 University Drive  
                                  Newport Beach, CA 92660

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

17. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations hereunder, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not



maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph.

18. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, 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, after fifteen (15) days written notice and an additional fifteen (15) days to cure such default, terminate the applicable Permit and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the State of Georgia. 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 on the defaulting Party's behalf, including but not limited to, obtaining of reasonably required insurance policies. 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 MOBILITIE undertakes any such performance on CITY's behalf and CITY does not pay MOBILITIE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, MOBILITIE may offset the full undisputed amount due against all fees due and owing to CITY under the applicable Permit until the full undisputed amount is fully reimbursed to MOBILITIE.

19. ENVIRONMENTAL. Except as permitted by law, neither Party will allow any hazardous substances, including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604, pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604(A)(2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903, or other similar applicable Federal or State laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or Property or on any structures located on the Premises from any source whatsoever.

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within thirty (30) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt MOBILITIE's operations at the Premises for more than thirty (30) days, then MOBILITIE may, at any time following such fire or other casualty, provided CITY has not completed the restoration required to permit MOBILITIE to resume its operation at the Premises, may terminate the Permit upon fifteen (15) days prior written notice to CITY. Any such notice of termination shall cause the Permit to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Permit and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Permit. Notwithstanding the foregoing, the Annual License Fee and the Rental Fee shall abate during the period of repair following such fire or other casualty in proportion to the degree to which MOBILITIE's use of the Premises is impaired.

21. 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 Permit. Only the Party and the Authorized Entity executing a Permit are responsible for the obligations and liabilities related thereto arising under that Permit and this Agreement. All communications and invoices relating to a Permit must be directed to the Authorized Entity signing the Permit. 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 Permit.

22. CHANGE OF LAW. If any Federal, State or Local laws or regulations (including binding non-appealable judicial interpretations thereof) that govern any aspect of the rights or obligations of the Parties under this Agreement shall change after the Effective Date and such change makes such rights or obligations in violation with the then-effective law, then the Parties agree to promptly amend, by mutual agreement, the Agreement as reasonably required to comply with any such legal or regulatory change; provided, however, that where such change of law mandates modification of the consideration to be paid pursuant to Paragraph 5 of this Agreement, said change of law shall apply only to Communications Facilities for which Permits are issued on or after the effective date of said change of law.

23. MISCELLANEOUS. This Agreement and the Permits that may be executed from time to time hereunder contain all agreements, promises and understandings between the CITY and MOBILITIE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the CITY or MOBILITIE in any dispute, controversy or proceeding. If any part of any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement. 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 Permit shall be governed interpreted, construed and regulated by the laws of the State of Georgia (now and as it may be amended or interpreted in the future), without reference to its conflicts of law principles. This Agreement is subject to all applicable Federal, State and Local laws, and regulations, rulings and orders of governmental agencies.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written and have caused this Agreement to be executed in separate counterparts, each to be considered an original by their authorized representative.

*[Remainder of page intentionally left blank; signature page to follow.]*

\_\_\_\_\_  
WITNESS

**CITY:**

**SMYRNA , GEORGIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

**MOBILITIE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_