

## SMALL WIRELESS FACILITY MASTER LICENSE AGREEMENT

This Small Wireless Facility Master License Agreement (“Agreement”) made this 1st day of August 2021 (the “Effective Date”) between the City of Milwaukee, with its principal offices located at 200 East Wells Street, Wisconsin 53202, (“LICENSOR”) and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (“LICENSEE”), LICENSOR and LICENSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WHEREAS, LICENSOR owns, operates, and/or maintains certain light poles, traffic control poles, and other similar poles; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facility communications equipment, as defined in Wis. Stat. § 66.0414 (“Small Wireless Facilities”), in and/or upon certain of LICENSOR’s light poles, traffic control poles, and other similar poles; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions that would govern their relationship with respect to a program allowing the use of particular sites at which LICENSOR may permit LICENSEE to install, maintain and operate Small Wireless Facilities communications equipment as hereinafter set forth; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (“Supplement”), a copy of which is attached hereto as Exhibit A, with respect to any particular location, site or pole that the Parties agree to license; and

WHEREAS, LICENSOR and LICENSEE agree that all Supplements regulated by this Agreement shall be subject to all current or future applicable ordinances, rules, and procedures of the City of Milwaukee; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSOR and LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE and LICENSOR’s affiliated entities as further described herein, as appropriate based upon the ownership of or other interest in the subject premises, in the case of LICENSOR, and the entity holding the FCC license in the subject geographic location, in the case of LICENSEE,

WHEREAS, LICENSOR and LICENSEE previously entered into the “Small Cell” Master License Agreement dated March 16, 2016 (the “Prior Agreement”), which the parties intend to replace in its entirety with this Agreement and all permits, supplements, and other authorizations under the Prior Agreement shall automatically transfer to this Agreement as further set forth below.

NOW THEREFORE, in consideration of and fully incorporating the above-described mutual covenants and intending to be legally bound thereby, the Parties hereto agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE only that certain space on LICENSOR's light poles, traffic control poles, and other similar poles necessary for the attachment, operation and maintenance of LICENSEE's Small Wireless Facilities ("Premises"); together with the non-exclusive right of ingress and egress from a public right-of-way, seven days a week, 24 hours a day, to and from the Premises for the purpose of installation, operation and maintenance of LICENSEE's Small Wireless Facilities. The LICENSOR's light poles, traffic control poles, and other poles in the right-of-way are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property." In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its Small Wireless Facilities, provided the location of such utilities shall be as reasonably designated by LICENSOR. For sake of clarity, and irrespective of any other terms or descriptions in this Agreement and associated License Supplement(s), LICENSEE acknowledges that neither this Agreement nor any associated License Supplement(s): (1) entitle LICENSEE to exclusive use of any Pole, or (2) prevent other entities, including LICENSEE's competitors, from installing equipment on any Pole utilized by LICENSEE.

This Agreement does not in any way limit LICENSOR's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill any governmental requirements. Access to space on Poles will be made available to LICENSEE with the understanding that Poles may be subject to "Reserved Capacity" for future governmental use. "Reserved Capacity" means capacity or space on, around, or within a Pole that LICENSOR has identified and reserved for LICENSOR or other governmental requirements, including, but not limited to, other municipalities and any local school districts. In such case, LICENSOR may refuse to permit Small Wireless Facilities on a given Pole or may, within its discretion, permit Small Wireless Facilities subject to reclaiming its Reserved Capacity in the future. On giving the LICENSEE at least one hundred and eighty (180) days' prior notice, LICENSOR may reclaim such Reserved Capacity if required for future governmental use. LICENSOR may, within its reasonable discretion, give LICENSEE the option to remove its Small Wireless Facilities from the affected Pole or to pay for the cost of any Make-Ready Work, as defined in Paragraph 4, needed to expand capacity to accommodate the governmental needs while at the same time maintaining LICENSEE's Small Wireless Facilities on the affected Pole(s). If LICENSEE is unable or unwilling to maintain its Small Wireless Facility, LICENSEE and LICENSOR will work together in good faith to accommodate reattachment of LICENSEE's Small Wireless Facilities to a nearby Pole, provided, however, that LICENSEE shall be solely responsible for the costs of any such relocation.

2. CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws.

3. TERM; ANNUAL RATES.

A. Term of This Agreement. This Agreement shall be for an initial term of ten years commencing upon the Effective Date, and shall be automatically renewed for three additional successive five-year terms unless: (a) either Party provides written notice to the other Party of its intent not to renew not less than three months in advance of the expiration of each term; or (b) this Agreement is otherwise terminated by either Party as hereinafter provided.

B. Term of Each Supplement. Each Supplement shall be effective as of the date of execution by both Parties. The initial term of each Supplement shall commence on the first day of the month following the day that LICENSEE commences installation of the Small Wireless Facilities equipment on the Premises (the "Commencement Date"). Thereafter, the start and end dates, and renewals, of the Supplement term shall be the same as those of this Agreement. Should the Agreement be terminated for any reason, all Supplements made pursuant to this agreement also terminate at the same time, provided that the Agreement's terms and conditions shall survive and govern until all of LICENSEE's equipment has been removed.

C. ANNUAL RATES. LICENSEE shall pay to LICENSOR an annual rate ("Annual Rate") for use of a Pole, in the amount set forth in Exhibit B. Annual Rates shall be exclusive of and in addition to any rate or fee that LICENSOR may charge for the use of right of way in accordance with applicable law. Annual Rates shall commence and be due upon the Commencement Date in the amount described below, and shall be paid to LICENSOR at the following address:

City of Milwaukee  
Attention: Cynthia Wisneski  
Infrastructure Services Division – Administration  
Frank P. Zeidler Municipal Building  
841 N Broadway  
Milwaukee, WI 53202

or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least 30 days in advance of any payment date by notice given in accordance with Paragraph 17 below. Each payment shall include LICENSOR site specific notations as specified in each individual Supplement.

LICENSOR and LICENSEE acknowledge and agree that the initial payment for each Supplement shall be sent by LICENSEE no later than 45 days after the Commencement Date, provided that all payments for any calendar year must be sent to LICENSOR no later than December 15 of that year, and shall be prorated between the

Commencement Date and the last day of the calendar year in which the Commencement Date occurs. Thereafter, Annual Rate payments for each Supplement shall be sent on January 1 of each year. LICENSOR AND LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement.

LICENSOR may audit its receipt of Annual Rate payments at any time. Should LICENSOR identify an inaccuracy in LICENSEE's Annual Rate payments, LICENSOR shall provide LICENSEE written notice of the inaccuracy. Within 30 days of receipt of such notice, LICENSEE and LICENSOR agree to cooperate to resolve the inaccuracy in good faith. LICENSEE agrees to provide LICENSOR with any payment necessary for reconciliation within 30 days of the LICENSOR and LICENSEE's agreement that a reconciliation payment is necessary. LICENSOR's right to audit and receive a reconciliation payment shall in no way affect LICENSOR's right to terminate any Supplement or the Agreement according to the provisions of this Agreement.

LICENSOR hereby warrants to LICENSEE that LICENSOR holds good and sufficient title to and/or interest in the Property and right to receive payments and other benefits under each Supplement; LICENSOR shall provide upon request a completed Internal Revenue Service Form W-9; and LICENSOR will provide other documentation requested by LICENSEE as appropriate. In the event that LICENSOR transfers any interest in or title to the Property, or any Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE appropriate documentation as described above within thirty (30) days of obtaining an interest in said Property, Supplement or this Agreement. All documentation shall be acceptable to LICENSEE in LICENSEE's reasonable discretion.

4. PERMITS, INSTALLATION AND ELECTRICAL. LICENSEE will install a new pole at the location of an existing pole at each location subject to a Supplement. LICENSEE shall submit an application to occupy a Pole ("Application"), on a form to be supplied by LICENSOR, including but not limited to plans and specifications showing the design of the pole and equipment to be affixed thereto; plans for providing additional electrical service to each pole; and all other information and certifications required by LICENSOR consistent with federal, state, or local law. The LICENSOR, through the Commissioner of Public Works or his/her designee, shall have the right to review and approve or disapprove the Application, including the design, and issue a permit for the installation in accordance with applicable law. Applications pursuant to this Paragraph must be accompanied by the required one-time application fee ("Application Fee") in the amount set forth in Exhibit B. LICENSEE shall obtain all other required permits.

"Make-Ready Work" shall be paid for in its entirety by LICENSEE and is defined as all work considered reasonably necessary by LICENSOR to provide for the safe attachment of the small wireless facility equipment to either the LICENSOR's current pole, or, if necessary, a new pole. This includes, but is not limited to, rearrangement of existing attachments, inspections, engineering work, permitting work, design, planning, construction, materials, cost of removal (less any salvage value), cost of expanding, modifying, or relocating existing conduit system including wiring and cabling, cost of a

(LICENSOR-approved) substitution of Poles, tree trimming (as approved by the LICENSOR Forester), pole construction, conduit system clearing, etc., but does not include routine maintenance or costs that are related to prior damage. Make-Ready Work may include the provision of temporary street lighting and traffic signals, along with associated wiring and cabling, if required. Make-Ready Work specific to any particular Supplement shall be determined by the LICENSOR and approved by the LICENSEE in an estimate of Make-Ready Work prepared by LICENSOR prior to execution of any specific Supplement. This estimate shall state whether LICENSOR or LICENSEE shall complete such work; provided, however, that LICENSEE shall pay all costs of all Make-Ready Work irrespective of which party performs the work. Make-Ready Work may, upon review by the LICENSOR, include additional necessary work beyond what the LICENSOR initially determines in the estimate, and LICENSEE shall also pay those additional costs. Costs and charges shall be finalized and billed after completion of the Make-Ready Work. LICENSEE shall pay LICENSOR for any Make-Ready Work to be undertaken by LICENSOR within 30 days of receipt of LICENSOR's invoice. LICENSOR'S materials charges shall be based on actual cost to LICENSOR, and LICENSOR's time charges shall be based on LICENSOR's then-current hourly fee schedules. All Make-Ready Work shall be estimated, paid for, and performed in accordance with the requirements of applicable law, including Wis. Stat. § 66.0414(f), (g), and (h).

Upon installation of the new pole, title to such new pole shall transfer to LICENSOR, without the need for a bill of sale, and LICENSOR shall thereafter be responsible for the maintenance and repair of such pole, along with the operation of any LICENSOR equipment attached thereto and the corresponding costs thereof. LICENSEE shall provide to LICENSOR an inventory of replacement poles of the same or substantially similar type utilized by LICENSEE for its installations, equal to 10% of the number of poles installed, at any given time, pursuant to this Agreement, free of charge.

LICENSEE shall arrange for the provision of a metered power source and additional electrical service, at no cost to LICENSOR, to each pole subject to the Supplements. LICENSEE shall be solely responsible to pay the electrical utility service provider directly for electrical usage attributable to its equipment. Alternatively, LICENSEE may request that LICENSOR furnish electric service under the applicable rules and regulations of the Wisconsin Electric Power Company governing resale of energy. Any LICENSEE request for resale of energy shall be subject to the Commissioner of Public Works' sole approval and governed by a separate electric service agreement between LICENSOR and LICENSEE.

This Agreement does not provide LICENSEE with the right to conduct any environmental testing of site locations. Should LICENSEE desire to conduct environmental testing, LICENSEE shall see a separate site access agreement and permit through the City of Milwaukee's Department of Public Works, and all such permits shall be issued only in the reasonable discretion of the Commissioner of Public Works.

5. EXTENSIONS. Each Supplement shall automatically be extended for four additional five year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three months

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 until all of LICENSEE's equipment has been removed.

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a Small Wireless Facility and uses incidental thereto. Any and all visible devices installed as part of the Small Wireless Facility shall be included in the designs shown in and attached to each Supplement. LICENSEE shall be responsible for and pay all costs associated with the construction, maintenance, repair, and replacement of the Small Wireless Facilities, including the restoration of any disturbed terrace areas or damaged sidewalks. LICENSEE shall have the right to add or otherwise modify its 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 attachment attached to a Supplement, during the Term, with the approval of LICENSOR, which approval shall not be unreasonably withheld, conditioned or delayed, and subject to any permits which may be legally required by LICENSOR. LICENSEE agrees to include a description and visual depiction of such equipment changes when requesting the consent of LICENSOR. Notwithstanding anything to the contrary contained herein, LICENSEE shall have the right to repair or replace its utilities, equipment, antennas and/or conduits or any portion thereof with like equipment during the term without the consent of LICENSOR, except that LICENSEE shall obtain any necessary permits for work within the right-of-way. LICENSEE shall, at its own expense, keep and maintain the Small Wireless Facilities in a safe and presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity, and in compliance with all applicable safety laws and regulations and aesthetic standards issued by LICENSOR. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement 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 a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect any approval(s) for use of the Property by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All Annual Rates paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement 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. At such time as all of LICENSEE's utilities, equipment, antennas and or conduit or any portion thereof has been completely removed from the Property, LICENSEE shall have no further obligations for the payment of Annual Rates to LICENSOR for the terminated Supplement.

7. INDEMNIFICATION. LICENSEE shall indemnify and hold harmless LICENSOR, and its officers, officials, agents, and employees, against any and all liability and loss from personal injury or property damage resulting from or arising out of, in whole or in part, the acts or omissions of LICENSEE and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Agreement, excepting any liabilities and losses caused by the sole negligence of LICENSOR or its employees. LICENSEE agrees that LICENSOR shall not be held responsible for any damage to the LICENSEE's Small Wireless Facilities or other equipment associated with LICENSEE's operations that may be caused by LICENSOR, its employees, contractors, or by others, excepting any damage resulting from the gross negligence or willful misconduct of LICENSOR. Additionally, if LICENSEE wishes to place its equipment on a Pole already containing similar cellular transmission equipment ("Other Equipment") owned or operated by another company, LICENSEE must certify to LICENSOR that LICENSEE's equipment will not unreasonably interfere with the Other Equipment, and indemnify LICENSOR from all liability for all claims from the owner or operator of the Other Equipment for damage to, or interference or service interruption caused by, the placement of LICENSEE's equipment on the same Pole. This Paragraph shall survive termination and assignment or transfer of this Agreement.

8. INSURANCE. Throughout the term of this Agreement, LICENSEE is solely responsible for meeting its insurance needs, but shall, at a minimum, carry insurance that meets the insurance requirements set forth in this section. Any failure to comply with these minimum requirements during the Term is a material breach of this Agreement permitting LICENSOR to, in its sole discretion, immediately terminate this Agreement without prior notice. A certificate of insurance acceptable to the LICENSOR must be provided within 30 days of final execution of this Agreement. The certificate shall state that the issued insurance policies meet the requirements outlined below and must be an original certificate issued by a company licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. LICENSEE shall send LICENSOR a current and valid Certificate of Insurance and/or Policy within fourteen (14) days of any request by LICENSOR. Immediately upon any material change to LICENSEE's insurance coverage, LICENSEE shall send LICENSOR an updated Certificate of Insurance and/or Policy. The following coverage is required pursuant to this Agreement:

Commercial General Liability (coverage including personal injury, death, and damage to property)	Each Occurrence Limit:	\$1,000,000
	General Aggregate:	\$2,000,000
	Products-Completed Operations Limit:	\$2,000,000
	Personal and Advertising injury Limit:	\$1,000,000
	<ul style="list-style-type: none"> <li>• Coverage must be equivalent to ISO Form CG0001 or better.</li> <li>• Coverage must apply to independent contractors and contractual liability.</li> <li>• Coverage must apply on a primary and non-contributory basis.</li> </ul>	

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 23, 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.

10. INTERFERENCE. LICENSEE shall not allow its Small Wireless Facilities to impair the ability of LICENSOR to use the Poles, nor shall LICENSEE allow its Small Wireless Facilities to interfere with the operation of any existing, lawfully operating, communications facilities in the vicinity of the Poles. LICENSEE shall comply with all Federal Communications Commission ("FCC") and other federal, state and local laws, rules, orders and regulations and all directives of the relevant regulatory agencies that are applicable in connection with the installation and operation of LICENSEE's Small Wireless Facilities. In the event that the installation, operation or maintenance of the Small Wireless Facilities, whether or not such operation is in compliance with the terms of the LICENSEE's applicable FCC licenses, creates any unreasonable interference with the operation of LICENSOR's or any other governmental entity's communication or other equipment, LICENSEE shall immediately, upon written notice from LICENSOR and at LICENSEE's sole cost and expense, take such reasonable steps as may be necessary or recommended by LICENSOR or regulatory agencies to eliminate such interference. If LICENSEE is unable or refuses to eliminate such unreasonable interference within 30 days of such written notice, LICENSOR may terminate the Supplement for the Pole upon which such interfering Small Wireless Facility is located, and Licensee shall promptly remove the Small Wireless Facility from the Pole in accordance with this Agreement.

11. REMOVAL OF ATTACHMENTS DURING TERM. LICENSOR may require LICENSEE to remove all, or any portion, of the Small Wireless Facilities from the Poles, and LICENSEE shall at LICENSOR's direction remove such Small Wireless Facilities whenever LICENSOR reasonably determines that removal is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation or maintenance of a LICENSOR public works project, LICENSOR development project, or private development project; (b) because the Small Wireless Facilities are interfering



with or adversely affecting proper operation of the Poles, traffic signals, or other LICENSOR-owned or government-owned structures or facilities; or (c) to protect or preserve the public health or safety. LICENSOR shall work in good faith with LICENSEE to accommodate reattachment of LICENSEE's Small Wireless Facilities to any nearby unaffected Poles and, if feasible, shall allow the LICENSEE to install temporary facilities, at LICENSEE's sole cost, in the vicinity of the affected Pole(s), subject to the provisions of this Agreement. LICENSOR shall provide written notice, when possible, at least thirty (30) days in advance of such an action.

## 12. REVOCATION AND TERMINATION

A. LICENSOR shall have the right, at its sole option, to declare this Agreement void, revoke the same, reenter and take possession of the Premises under the following conditions:

(1) By giving LICENSEE thirty (30) days written notice, upon or after any one of the following events, unless the event is revoked or rescinded within such thirty (30) day period:

- a. The filing by LICENSEE of a voluntary petition in bankruptcy.
- b. The institution of proceedings in bankruptcy against LICENSEE and the adjudication of LICENSEE as a bankrupt pursuant to such proceedings.
- c. The taking by a court of competent jurisdiction of LICENSEE's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
- d. The appointment of a receiver of LICENSEE's assets.
- e. The divestiture of LICENSEE's estate herein by other operation of law, except as permitted in Paragraph 16.
- f. The abandonment by LICENSEE of the Premises.
- g. The use of any Pole by LICENSEE for an illegal purpose.

In the event of revocation under this Paragraph 12.A.(1), any Annual Rates that have been prepaid shall be retained by LICENSOR.

(2) In the event that LICENSEE shall fail to maintain insurance as required by this Agreement, LICENSOR may elect to: (a) immediately revoke this Agreement and cause the removal of all Small Wireless Facilities installed upon the Premises at the sole expense of LICENSEE; or (b) purchase or pay for any insurance coverage required by this Agreement and charge LICENSEE the cost of same as an additional fee. In the event of revocation under this paragraph, any Annual Rates that have been prepaid shall be retained by LICENSOR.

(3) If, at any time, the FCC (or other agency with authority to regulate radio frequency emissions) determines that the Small Wireless Facilities pose a

threat to the public of significant adverse health effects, LICENSOR shall have the right to terminate the Agreement and Supplement(s) and, under such circumstances, LICENSEE shall immediately remove all Small Wireless Facilities and restore all Premises and Poles in accordance with LICENSOR standards.

B. LICENSOR shall have the right, at its sole option, to terminate a Supplement, reenter, and take possession of the Premises under the following conditions:

(1) In the event LICENSEE fails to eliminate interference or to cease its operations as required by Paragraph 10. In the event of revocation under this paragraph, any Annual Rates that have been prepaid shall be retained by LICENSOR.

(2) Effective at any time upon thirty (30) days' written notice of revocation given to LICENSEE in the event the Pole, in the sole discretion of LICENSOR, is desired for any public purpose or use, which use shall exclude LICENSEE's permitted use under this Agreement. Any Annual Rates that have been prepaid for the period following the date the Small Wireless Facilities are removed shall be prorated on a per diem basis and refunded to LICENSEE.

(3) If, at any time during the term of the Agreement or any Supplement, LICENSOR determines that the location of a Pole, and/or the Small Wireless Facilities mounted thereon, interfere with the ongoing municipal operations of LICENSOR, LICENSOR shall have the right to terminate the Supplement applicable to such Pole upon thirty (30) days' written notice. In such case, LICENSOR shall permit LICENSEE to execute a new Supplement allowing relocation of the Small Wireless Facility to another location, at LICENSEE's expense, providing comparable service for LICENSEE's purposes.

C. LICENSEE shall have the right to terminate this Agreement, together with all Supplements, at any time during the Term of this Agreement or any renewal terms by giving LICENSOR a minimum of ninety (90) days' written notice of termination. If LICENSEE surrenders its Supplement(s) pursuant to the provisions of this paragraph, but fails to remove its Small Wireless Facilities from the Pole(s) within ninety (90) days thereafter, LICENSOR shall have the right to remove LICENSEE's Small Wireless Facilities at LICENSEE's expense.

D. If applicable federal and/or state laws materially change so as to allow LICENSOR to lawfully prohibit the Small Wireless Facilities that are governed by this Agreement, then LICENSOR may terminate this Agreement and any Supplements entered into hereunder.

E. LICENSEE may at any time surrender particular Supplements and remove its Small Wireless Facilities from the affected Poles, provided it gives LICENSOR at least thirty (30) days' prior written notice. If LICENSEE surrenders such Supplement pursuant to the provisions of this paragraph, but fails to remove its Small

Wireless Facilities from the Poles within ninety (90) days thereafter, LICENSOR shall have the right to remove LICENSEE's Small Wireless Facilities at LICENSEE's expense.

F. In the event of termination of this Agreement or any of the LICENSEE's rights, privileges or authorizations hereunder, LICENSOR may seek removal of LICENSEE's Small Wireless Facilities pursuant to the terms of Paragraph 13 with respect to specific Poles or from LICENSOR's entire system. In such instance, LICENSEE shall remain liable for and pay all fees and charges accrued pursuant to the terms of this Agreement to LICENSOR until LICENSEE's Small Wireless Facilities are actually removed.

13. REMOVAL AT EXPIRATION OR TERMINATION. LICENSEE shall, upon expiration of the Term, or within 90 days after any earlier termination of the Agreement or of a Supplement, 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. LICENSEE shall conduct such removal and restoration at its own expense. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE 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 LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay Annual Rates at the then existing rate until such time as the removal of the antenna structure, fixtures and all personal property are completed. In the event LICENSEE fails to accomplish said removal and restoration, LICENSOR may cause the removal and restoration to be accomplished at LICENSEE's expense and with no liability or cost to LICENSOR.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property or the Pole thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Pole and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the Annual Rates and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of each Supplement, and covenants during the Term that LICENSOR is seized of good and

sufficient title and interest to the Pole and Property and has full authority to enter into and execute the Supplement.

16. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LICENSOR, which consent shall not be unreasonably withheld, conditioned or delayed. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

17. 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):

LICENSOR:                      City of Milwaukee  
                                     Commissioner of Public Works  
                                     841 North Broadway, Room 501  
                                     Milwaukee, Wisconsin 53202  
                                     Attn: Commissioner of Public Works

LICENSEE:                     Cellco Partnership d/b/a Verizon Wireless  
                                     180 Washington Valley Road  
                                     Bedminster, NJ 07921  
                                     Attention Network - Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. A phone call shall not constitute official notice.

18. DEFAULT. Except as otherwise provided in Paragraph 12, in the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, 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 30 days in which to cure any breach, provided that, except where such default is a health or safety violation, the breaching Party shall have such extended period as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or affect 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.

19. 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 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 Premises are located.

20. RF EMISSIONS. LICENSEE shall be responsible for ensuring that LICENSEE's Small Wireless Facilities comply with FCC regulations governing radio frequency ("RF") emissions (the "RF Standards"), as they may be updated from time-to-time. LICENSEE, and its employees and contractors, shall take all required measures to ensure the safety of people and facilities. By installing the Small Wireless Facilities, LICENSEE shall be deemed to have represented to LICENSOR that the Small Wireless Facilities shall not violate the RF Standards. At LICENSOR's request, LICENSEE shall provide LICENSOR with safety recommendations and/or training that address the protection of those who must access the Poles due to maintenance, repair, or other activities related to the operations carried out on the Poles. LICENSEE shall cooperate with LICENSOR in reducing RF exposure to maintenance personnel by powering down the Small Wireless Facilities, as necessary, during periods of maintenance on the Poles.

21. CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within 45 days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than 45 days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon 15 days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement 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 Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement.

22. MAINTENANCE OF POLES; APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable 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"). LICENSOR, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve any Poles. Except in cases of emergency, LICENSOR will provide LICENSEE with written notice in advance of any scheduled repair, maintenance, alteration or improvement of any Pole(s) which would materially affect LICENSEE's use

of the Pole(s). LICENSEE agrees to reimburse LICENSOR for any additional repair, maintenance, alteration or improvement costs which LICENSOR incurs as a result of the LICENSEE's Small Wireless Facilities being located on the Pole(s). LICENSOR shall attempt to minimize, at no additional expense to LICENSOR, any disturbance to the LICENSEE's operations during such repairs, maintenance, alterations or improvements. Should LICENSOR's activities interfere with LICENSEE's operation, LICENSOR shall, if feasible, allow LICENSEE to install temporary facilities, at LICENSEE's sole cost, in the vicinity of the affected Pole until such activities are completed.

LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, except as regards the LICENSEE's specific use.

23. PUBLIC RECORDS. Both parties understand that the City/LICENSOR is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* The LICENSEE acknowledges that it is obligated to assist the LICENSOR in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the LICENSEE must defend and hold the LICENSOR harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

24. INTEREST IN CONTRACT. No officer, employee, or agent of the LICENSOR who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

25. NON-DISCRIMINATION. It is LICENSOR's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances ("MCO") Section 109-9. Contractors and their subcontractors employing any resident of the City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must require substantially the same of subcontractors employing any resident of the City of Milwaukee.

26. 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.

27. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE 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 Premises is located without reference to its choice of law rules.

28. EMERGENCY PROCEDURES.

A. Public Emergency. In the event of a public emergency, LICENSOR or other utility’s work shall take precedence over any and all operations of the LICENSEE at the Property. To the extent possible, when responding to such emergency, LICENSOR shall take reasonable care to avoid or minimize disruption and interference with LICENSEE’s operation of the Small Wireless Facilities.

B. Licensee Emergency. In the event of a LICENSEE emergency involving Small Wireless Facilities placed on the Poles, LICENSEE shall immediately notify LICENSOR’s Department of Public Works Street Lighting and Signals Shop prior to performing any maintenance or repair necessary to correct the emergency situation, by calling the following phone number both during normal business hours and after normal business hours: (414) 286-3015.

29. RIGHT OF ENTRY. LICENSOR or its representatives shall have the right to enter upon the Poles (but shall not have access to the Small Wireless Facilities without prior notice to LICENSEE or without allowing LICENSEE to have its representative accompany LICENSOR) at any reasonable time for the following purposes:

A. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Agreement or in the exercise of its police powers.

B. For the purpose of performing work related to any public improvement, provided that LICENSOR restore the Premises to a condition equivalent to that which existed on the date LICENSOR initiated the installation of the public improvement. LICENSEE agrees to hold LICENSOR harmless for any loss of access to the Premises by the LICENSEE which may occur during the period of installation of the public improvement in accordance with Paragraph 7.

30. INSPECTION OF LICENSEE'S ATTACHMENTS.

A. Inspections. LICENSOR may conduct an inventory and inspection of LICENSEE's Small Wireless Facilities at any time. LICENSEE shall correct all equipment that is not found to be in compliance with Applicable Standards (defined in this paragraph), applicable permits, or applicable laws within thirty (30) calendar days of notification; provided, however, changes to the Applicable Standards and permits shall not be applied retroactively during the Term unless required by applicable law. "Applicable Standards" means all applicable engineering and safety standards governing the installation, maintenance and operation of equipment and the performance of all work in or around the Poles and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), and the regulations of the Occupational Safety and Health Administration ("OSHA"), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of LICENSOR or other federal, State or local authority with jurisdiction over the Poles.

B. Notice. LICENSOR will give LICENSEE reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.

C. No Liability. Inspections performed under this Paragraph 30, or the failure to do so, shall not operate to impose upon LICENSOR any liability of any kind whatsoever or relieve LICENSEE of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.

D. Map. Notwithstanding the above inspection provisions, upon written request by LICENSOR, LICENSEE is obligated to furnish to LICENSOR on an annual basis an up-to-date map depicting the locations of its Small Wireless Facilities within the City of Milwaukee in an electronic format reasonably specified by LICENSOR within 60 days of such request.



E. Unauthorized Attachment.

(1) Penalty Fee. If any of LICENSEE's Small Wireless Facilities are found occupying any Pole for which no Supplement has been issued, LICENSOR, without prejudice to its other rights or remedies under this Agreement, may, in addition to the Application Fee for the necessary Supplement, assess an Unauthorized Attachment Penalty Fee of \$1,000. In the event LICENSEE fails to submit an application for a Supplement and pay all necessary fees within forty-five (45) calendar days of receiving notification thereof, LICENSOR has the right to remove such unauthorized attachment(s) at LICENSEE's expense and without liability.

(2) No Ratification of Unlicensed Use. No act or failure to act by LICENSOR with regard to any unlicensed use shall be deemed as ratification of the unlicensed use and if any Supplement should be subsequently issued, such Supplement shall not operate retroactively or constitute a waiver by LICENSOR of any of its rights or privileges under this Agreement or otherwise; provided, however, that LICENSEE shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to the unauthorized use from its inception.

F. Reporting Requirements. Concurrently with LICENSEE's Annual Rate payment, LICENSEE shall report any Small Wireless Facilities that LICENSEE has removed from Poles during the prior year. The report shall identify the Pole(s) from which the Small Wireless Facility(ies) was/were removed, describe the removed attachment(s), and indicate the approximate date of removal. This requirement does not apply where LICENSEE is surrendering a Supplement pursuant to Paragraphs 12.D and 12.F.

31. CONSTRUCTION OR MECHANICS LIENS.

A. LICENSEE shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the fee of the Premises, nor against LICENSEE's interest in the Premises, by reason of work, labor services or materials supplied or claimed to have been supplied to LICENSEE or anyone holding the Premises or any part thereof through or under LICENSEE; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of LICENSOR, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises or any part thereof, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or construction liens against the fee of the Premises. If any such lien is filed, LICENSEE shall promptly cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect LICENSOR's interest.

B. If any such construction or mechanics' lien shall at any time be

filed against the Premises, LICENSEE covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold LICENSOR free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Premises, and that it will also defend on behalf of LICENSOR, at LICENSEE's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon LICENSEE's failure to do any of the foregoing things, LICENSOR may take such action as may be reasonably necessary to protect LICENSOR's interest, in addition to any other right or remedy which it may have; and any amount paid by LICENSOR in connection with such action shall be repaid by LICENSEE to LICENSOR upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

32. CHANGE OF LAW. This Agreement shall in no way limit or waive either Party's present or future rights under Laws. If, after the effective date of this Agreement and any Supplements, the rights or obligations of either Party are materially altered, preempted or superseded by changes in federal, state or local laws, the Parties shall amend this Agreement and the Supplement to reflect and comply with the applicable changes in Laws. This Agreement is not intended to in any way limit or waive either Party's present or future rights under applicable state and federal law.

33. REPLACEMENT OF THE PRIOR AGREEMENT. The Prior Agreement is hereby superseded in its entirety by this Agreement. This Agreement shall be effective, and the Prior Agreement shall be terminated, as of August 1, 2021. Upon such execution, all provisions of the Prior Agreement are hereby superseded in their entirety and replaced herein and shall have no further force or effect, except as provided in par. 1.c. of Exhibit B to this Agreement.

All Supplements that were made and authorized under the Prior Agreement and remain in effect as of August 1, 2021, shall automatically transfer to this Agreement and become Supplements under this Agreement as of August 1, 2021. No additional application, permit, or authorization shall be required for those Supplements made and authorized by the Prior Agreement, except as otherwise required by this Agreement. Following August 1, 2021, all Supplements of the Prior Agreements shall be considered Supplements under this Agreement and subject to the terms of this Agreement only.

*[Signature Page Follows]*

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR: City of Milwaukee, Wisconsin

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jeffrey S. Polenske, Commissioner of Public Works

COUNTERSIGNED:

\_\_\_\_\_ Date: \_\_\_\_\_

Aycha Sawa, Comptroller

APPROVED AS TO FORM AND EXECUTION:

\_\_\_\_\_ Date: \_\_\_\_\_

Assistant City Attorney

LICENSEE:

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

1047-2021-214:277437

EXHIBIT A

LICENSE SUPPLEMENT

This License Supplement (“Supplement”) is made this \_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, between the City of Milwaukee, \_\_\_\_\_ (“LICENSOR”), and \_\_\_\_\_, whose principal place of business is \_\_\_\_\_ (“LICENSEE”).

1. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between The City of Milwaukee and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, (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 the Agreement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Location of Pole and Description of Premises.

**Location of Pole**

**Instructions:** Describe below the address of the Pole upon which the Premises are located.

Additional documents describing the location of the Pole \_\_\_\_are / \_\_\_\_ are not attached.

**Description of Premises**

**Instructions:** Describe below the “Premises” licensed (i.e. only that certain space on LICENSOR’s light poles necessary for the attachment, operation and maintenance of LICENSEE’s Small Wireless Facilities communications equipment).

Additional documents describing the Premises \_\_\_\_are / \_\_\_\_ are not attached.

EXECUTION VERSION

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

4. As consideration, Annual Rates under this Supplement shall be payable to LICENSOR as described in the Agreement.

5. Site Specific Terms. Each Payment sent by Licensee under this Supplement shall include the following notation under the Payee ID Section:  
“ \_\_\_\_\_ ”

IN WITNESS WHEREOF, the Parties hereto have executed this License Supplement as of the day and year first above written.

LICENSOR  
City of Milwaukee

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

LICENSEE

\_\_\_\_\_

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

This form document was drafted by the Office of City Attorney

EXHIBIT B

1. ANNUAL RATES. LICENSEE shall pay LICENSOR an Annual Rate of \$250 for each Small Wireless Facility installed on a Pole.
  - a. Effective July 12, 2024 and every fifth anniversary thereafter, the Annual Rate shall increase by ten percent (10%) rounded to the nearest multiple of \$5.00.
  - b. Notwithstanding par. c., if the Federal Communications Commission (“FCC”) adjusts its levels for rates that are presumptively lawful under 47 USC 253 or 332 (c)(7), LICENSOR may adjust the Annual Rate on a pro rata basis, consistent with the FCC’s action.
  - c. If State or Federal laws change during the term of this Agreement and any caps on Annual Rates are removed, the Annual Rate shall revert to the amount per pole set forth in Exhibit B of the Prior Agreement for the License Year in which the caps on Annual Rates are removed (“Replacement Rate”). If State or Federal laws change during the term of this Agreement and any caps on Annual Rates are increased, the Replacement Rate shall increase to the new State or Federal cap, but shall be no higher than the amount per pole set forth in Exhibit B of the Prior Agreement for the License Year in which the caps on Annual Rates are increased. The Replacement Rate shall become effective on a prospective basis on the date the cap on annual rate is removed or increased. In the case of cap removal, the Replacement Rate shall escalate annually according to the schedule set forth in Exhibit B of the Prior Agreement. In the case of cap increase, the Replacement Rate shall increase according to par. a.
2. APPLICATION FEES.
  - a. LICENSEE shall pay the following application fees (“Application Fees”):
    - (1) \$500 for an application that includes collocation of five (5) or fewer Small Wireless Facilities;
    - (2) \$500 plus \$100 for each Small Wireless Facility in excess of five (5) Small Wireless Facilities, for an application that includes collocation of more than five (5) Small Wireless Facilities;
    - (3) \$1,000 for an application to install or replace a Pole.
  - b. Effective July 12, 2024 and every fifth anniversary thereafter, the Application Fees shall increase by ten percent (10%) rounded to the nearest multiple of \$5.00.
  - c. Notwithstanding par. d., if the FCC adjusts its levels for fees that are presumptively lawful under 47 USC 253 or 332 (c)(7), LICENSOR may adjust the Application Fees on a pro rata basis, consistent with the FCC’s action.
  - d. If State or Federal laws change during the term of this Agreement and any caps on Application Fees are removed or increased, the Parties shall negotiate new Application Fees (“Replacement Application Fees”) to become effective on a prospective basis on the date the cap on Application Fees is removed or increased. No additional Pole Applications may be submitted by LICENSEE, and no Supplements will be approved by LICENSOR, until such time as LICENSOR and LICENSEE are able to agree upon Replacement Application Fees.