

Market: Greater Midwest

Venue Name: Columbia Regional Airport

Fixed Asset Number: 15296301

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Columbia, a municipal corporation, having a mailing address of 11300 South Airport Drive, Columbia, MO 65201 ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Lessee**").

## BACKGROUND

Lessor owns that certain plot, parcel or tract of land, improved with an airport terminal structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 11300 South Airport Drive, in the County of Boone, State of Missouri (collectively, the "**Property**"). Lessee and those of its sublessees, as applicable, desire to use a portion of the Property in connection with their federally licensed communications business. Lessor desires to grant to Lessee the rights to use a portion of the Property, and to install a Distributed Antenna System ("**DAS**"), to provide wireless services to the Property, its customers, and visitors, in accordance with the terms of this Agreement.

The parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein as set forth in their entirety.
2. **LEASE OF PREMISES.** Lessor leases to Lessee: (A) a certain portion of the Property including the air space above such room/cabinet/ground space (the "**Equipment Space**"); and (B) areas located throughout the Property for the placement of antennas as described on the attached **Exhibit 1**, or in such other locations as Lessor and Lessee shall mutually approve after good faith consultation, which locations are deemed sufficient in Lessee's sole determination for the operation of the antennas (the "**Antenna Space**"). Additionally, Lessor grants to Lessee during the Term (as defined below) a non-exclusive license over, under, along and through the Property in locations reasonably determined necessary by Lessee, from time to time, to install, maintain, repair, replace and remove conduits, wires, cables, cable trays and other necessary connections between the Equipment Space and/or the Antenna Space and the electric power, telephone and/or fuel sources on the Property (collectively the "**Connections**"). The Equipment Space, the Antenna Space, and the space occupied by the Connections are hereinafter collectively referred to as the "**Premises**", as described on attached **Exhibit 1**.
3. **PERMITTED USE.** Lessee hereby is granted the use of the Premises for the installation, construction, maintenance, operation, repair, replacement and upgrade of the DAS and any and all other communications fixtures and related equipment, cables, accessories and improvements as may be needed by Lessee from time to time to fully provide for the continuous transmission and reception of communications signals, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title

on the Property, at no additional cost to Lessee or Lessor, as described in Sections 6(b) and 6(c) below (collectively, the "**Permitted Use**"). Lessor and Lessee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Lessee's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Lessor's execution of this Agreement will signify Lessor's approval of **Exhibit 1**. If **Exhibit 1** is not included, such plans and drawings shall be provided to Lessor and Lessor will approve such drawings within fifteen (15) days after receipt from Lessee, such approval to be not unreasonably withheld, delayed, or conditioned. Lessor grants Lessee during construction, the right to use such portions of Lessor's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Lessee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Lessee's use ("**Lessee Changes**"). Lessee agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Lessee has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. In the event Lessee desires to modify, replace, or upgrade the Communication Facility, and Lessee requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Lessor agrees to lease to Lessee the Additional Premises, upon the same terms and conditions set forth herein. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to effectuate and memorialize the lease of the Additional Premises to Lessee.

#### **4. TERM.**

(a) The initial lease term will be ten (10) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the tenth (10<sup>th</sup>) anniversary of the Effective Date.

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

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

**5. RENT.** Upon the Commencement Date, Lessee shall pay Lessor rent of Four Hundred Sixteen and 67/100 Dollars (\$416.67) per month ("**Rent**") for its use of the Premises. Lessee shall deliver the Rent at the address specified in Section 18 or by electronic payment. The first Rent Payment will be due within thirty (30) days after the Commencement Date, and subsequent payments will be due by the first day of each month. Lessor shall cooperate with Lessee regarding the use of any electronic payment systems and the provision of any associated documentation, including an IRS form W-9 or similar governmental forms. The License Fee shall increase by fifteen (15%) on the fifth anniversary of the Commencement Date and on each five (5) year anniversary thereafter.

## 6. **APPROVALS.**

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

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Lessee may also perform and obtain, at Lessee's sole cost and expense, tests or reports on, over, and under the Property, necessary to determine if Lessee's use of the Premises is compatible with Lessee's engineering specifications, system, design, operations or Government Approvals.

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

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

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

(c) by either party upon written notice to the other party for any reason or no reason, at any time prior to commencement of construction by Lessee; or

(d) by electing their right to not automatically renew as provided for in Section 4(b).

## 8. **INSURANCE.** Lessee shall, as applicable, maintain the following insurance coverage in effect during the Term of this Agreement:

(a) **Commercial General Liability Insurance.** Lessee shall carry commercial general liability insurance covering all operations by or on behalf of Lessee for personal injury and damage to property (including the loss of use thereof), including broad form property damage and explosion, collapse and underground hazards, and products and completed operations coverage. Limits of liability shall be in amounts of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate. Lessee shall be included as an additional insured by endorsement as respects this agreement.

(b) Workers' Compensation and Employer's Liability Insurance. Lessee shall maintain workers' compensation insurance as mandated by state law where the Property is located for all Provider employees. Lessee shall maintain employer's liability insurance in an amount of One Million Dollars (\$1,000,000) per accident, per disease per employee, and per disease policy limit.

(c) Automobile Insurance. Lessee shall maintain commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The amount of coverage shall be One Million Dollars (\$1,000,000) combined single limit for each accident and for bodily injury and property damage.

(d) Commercial Property and Builder's Risk Insurance. Lessee shall carry "all risks" or "special causes of loss" property insurance on its personal property, including but not limited to its tools, equipment, machinery, materials and supplies in an amount sufficient to repair or replace such property. Lessee may self-insure this coverage.

(e) Umbrella Insurance. Lessee shall maintain an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability and employer's liability policies in an amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate. Lessor shall be included as an additional insured by endorsement as respects this agreement. Lessee may use any combination of primary and umbrella/excess insurance to meet the required limits.

(f) Certificates of Insurance. Certificates of insurance, as evidence of the insurance required by this Agreement, shall be furnished by Lessee to Lessor before any access to the Property or construction is commenced by Lessee, its agents or contractors. Lessee will provide at least 30 days written notice to Additional Insured, of cancellation or non-renewal of any required coverage that is not replaced.

(g) Owner Insurance. Owner shall maintain commercial general liability insurance covering the Property in an amount of not less than Two Million Dollars (\$2,000,000), commercial property insurance covering the Property and an umbrella insurance policy with the coverage set forth in Subsection 6.1(e) above.

(h) Insurer Qualifications. All of the above-required insurance coverages/policies shall be written by insurance companies eligible to issue policies in the state where the Property is located and with an A.M Best rating of no less than A-.

(i) Waiver of Subrogation. To the extent permitted by law, Owner and Provider hereby mutually release each other (and their directors, officers, employees, agents, successors or assigns) from liability and waive all right of recovery against the other for any loss or damage; (i) covered by their respective first party property insurance policies for all perils insured there under, (ii) within any deductible or self-insured retention, or (iii) in excess of the applicable limits of such policy or policies, it being the intent of the Parties that each shall look solely to its own insurance to protect itself from loss to its own property. In the event of such insured loss, neither Party's insurance company shall have a subrogated claim against the other.

## **9. INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Lessor will use commercially reasonable efforts to provide Lessee, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Lessee to evaluate the potential for interference. Lessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, manufacturer's specifications, and standards.

(b) Lessor represents that it will utilize commercially reasonable efforts to eliminate any interference from any other source if such interference is affecting Lessee's DAS operation.

(c) For the purposes of this provision, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic, physical or obstruction interference with, or degradation of, the communications signals to and/or from the Communication Facility.

**10. INDEMNIFICATION.** To the fullest extent not prohibited by law, Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.

**11. WARRANTIES.**

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

(b) Lessor represents, warrants and agrees that: (i) Lessor solely owns the Property as a legal lot in fee simple, and Lessor solely owns the Structure; (ii) Subject to federal restrictions and grant assurances, the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Lessee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Subject to federal restrictions and grant assurances, as long as Lessee is not in default then Lessor grants to Lessee possession and quiet enjoyment of the Premises; (iv) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Lessor; and (v) Lessor has obtained all consents and approvals necessary to enter into this Agreement and to grant Lessee the rights hereunder. This section must be read in accordance with all federal laws, rules, regulations, and grant assurances, and nothing herein shall conflict with these requirements.

(c) **LESSEE MAKES NO EXPRESS WARRANTY REGARDING THE COMMUNICATION FACILITY, OR ANY PORTION THEREOF, AND LESSEE DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS THEREFOR.**

**12. ENVIRONMENTAL.**

(a) Lessor represents and warrants, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Lessor.

**13. ACCESS.** Lessor shall provide Lessee, its employees, agents and contractors reasonable access to the Premises during the Term (as defined below), at reasonable times to conduct the activities permitted herein. In the event of an emergency, Provider shall have access to the Premises 24 hours per day, 7 days per week. In order to obtain access to the Premises during off hours when a representative of Owner is not available, Provider shall contact Operations staff at 573-817-5063.

**14. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Lessee will be and remain Lessee's personal property, regardless of whether any portion is deemed real or personal property under applicable law, and, at Lessee's option, may be removed by Lessee without Lessor's consent at any time during the Term. Lessor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Premises will be and remain the property of Lessee and may be removed by Lessee at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Lessee may remove all of Lessee's above-ground improvements and Lessee will, to the extent reasonable, restore the remainder of the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

**15. MAINTENANCE/UTILITIES.**

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

(b) Lessor will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide such other service to Lessee as Lessee may require in furtherance of the Permitted Use. Lessee shall be responsible for ordering separate utility services

which Lessee may require from time to time for the use and operation of its Communication Facility and maintaining such services during the Term at Lessee's sole expense. By specific agreement between Lessor and Lessee, Lessee shall be responsible for the cost of bringing the T-1 and/or such other telephone service from the main (or minimum) point of entry ("MPOE") on the Property to the Equipment Space or such other location comprising a portion of the Premises as Lessee shall have the right to designate for the installation and operation of Lessee's Communication Facility.

**16. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Lessee and a breach of this Agreement: Lessee's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessor specifying the failure will be deemed a default by Lessee and a breach of this Agreement. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and/or equity.

(b) The following will be deemed a default by Lessor and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and/or equity.

**17. ASSIGNMENT.** This Agreement may be assigned by Lessee without Lessor's consent to any parent, affiliate or subsidiary of Lessee, any part that merges or consolidates with Lessee or its parent, or any party that purchases or otherwise acquires a majority of Lessee's ownership interest or assets in the FCC market in which the Property is located. Any other assignment of this Agreement by Lessee will require Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**18. NOTICES.**

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

If to Lessee:                   New Cingular Wireless PCS, LLC  
  Attn: Network Real Estate Administration  
  Re: Venue Name: Columbia Regional Airport

Fixed Asset No: 15296301

1025 Lenox Park Blvd NE

3<sup>rd</sup> Floor

Atlanta, GA 30319

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

New Cingular Wireless PCS, LLC

Attn.: Legal Department - Network

Re: Venue Name: Columbia Regional Airport

Fixed Asset No: 15296301

208 S. Akard Street

Dallas, Texas, 75202-4206

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

If to Lessor: City of Columbia  
ATTN: Airport Manager  
11300 South Airport Drive  
Columbia, MO 65201

With the copy to the Legal Department:

City of Columbia  
Attn.: Counselor Division  
701 E. Broadway, 2<sup>nd</sup> Floor  
Columbia, MO 65205

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

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor or its successor will send the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. Bill of Sale or Transfer



- ii. Full contact information for new Lessor including all phone number(s)
- iii. New IRS Form W-9

**19. CONDEMNATION.** In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Lessee will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses. Nothing in this section shall limit or decrease Lessor's entitlement or award in the condemnation proceeds.

**20. CASUALTY.** Lessor will provide notice to Lessee of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Lessee's sole determination, then Lessee may terminate this Agreement by providing written notice to Lessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof. If Lessor or Lessee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the Property subject to all federal rules and regulations.

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

**22. TAXES.** Lessor shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Lessor. Lessee shall be responsible for all taxes levied upon Lessee's leasehold improvements on the Premises. .

**23. Intentionally Deleted.**

**24. Intentionally Deleted.**

**25. MISCELLANEOUS.**

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

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

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

(d) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(e) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

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

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

(h) **Sale of Property.** If Lessor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Lessee's rights hereunder.

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

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

(k) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement

is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

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

(m) **INTENTIONALLY OMITTED.**

(n) **No Waiver of Immunities:** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

(o) **Subordination to FAA Requirements.** This Lease and all provisions hereof are subject and subordinate to the terms and conditions of any existing or future agreement entered into between City and the United States of America for the improvement or operation and maintenance of Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the improvements or development of Airport; this Lease will be subject to any ordinances, rules or regulations which have been, or may hereafter be adopted pertaining to Airport.

(p) Provider covenants and agrees to comply with all Airport rules and regulations, including compliance with the Airport Security Plan, the Transportation Security Administration (TSA), and the Federal Aviation Administration (FAA), and all federal, state and local laws, regulations and ordinances now in effect or hereinafter promulgated, including but not limited to, the clauses set forth in Exhibit 2, the laws, regulations and ordinances of the United States Environmental Protection Agency and the Missouri Department of Natural Resources and the same are made a part of this Agreement by reference as though they were set forth herein. Notwithstanding the foregoing or anything else to the contrary contained herein, if there shall be any conflict between any rules and regulations promulgated by the Owner and the express terms of this Agreement, the express terms of this Agreement shall control.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

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

**"LESSOR"**

City of Columbia

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

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

Print Name: De'Carlon Seewood

Its: City Manager

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

**"LESSEE"**

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: Chris Quarve

Print Name: Chris Quarve

Its: Director - Towers Strategy & Roaming

Date: 06/17/2025

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page \_\_\_\_ of \_\_\_\_

to the Agreement dated \_\_\_\_\_, 2025, by and between City of Columbia, a \_\_\_\_\_, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

See attached.

#### Notes:

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

Market: Greater Midwest

Venue Name: Columbia Regional Airport

Fixed Asset Number: 15296301

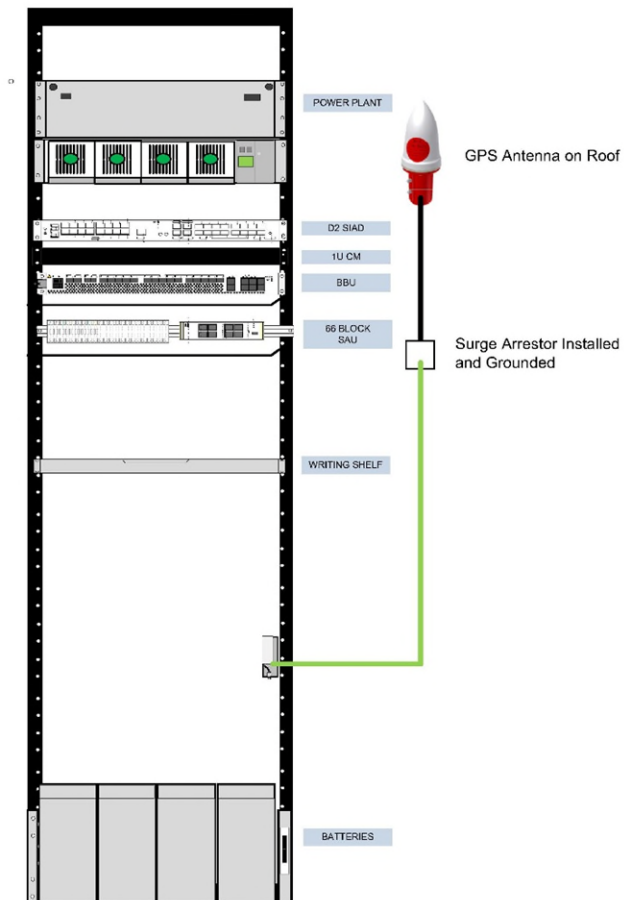


## Columbia Regional Airport

### CELLULAR ENHANCEMENT SYSTEM



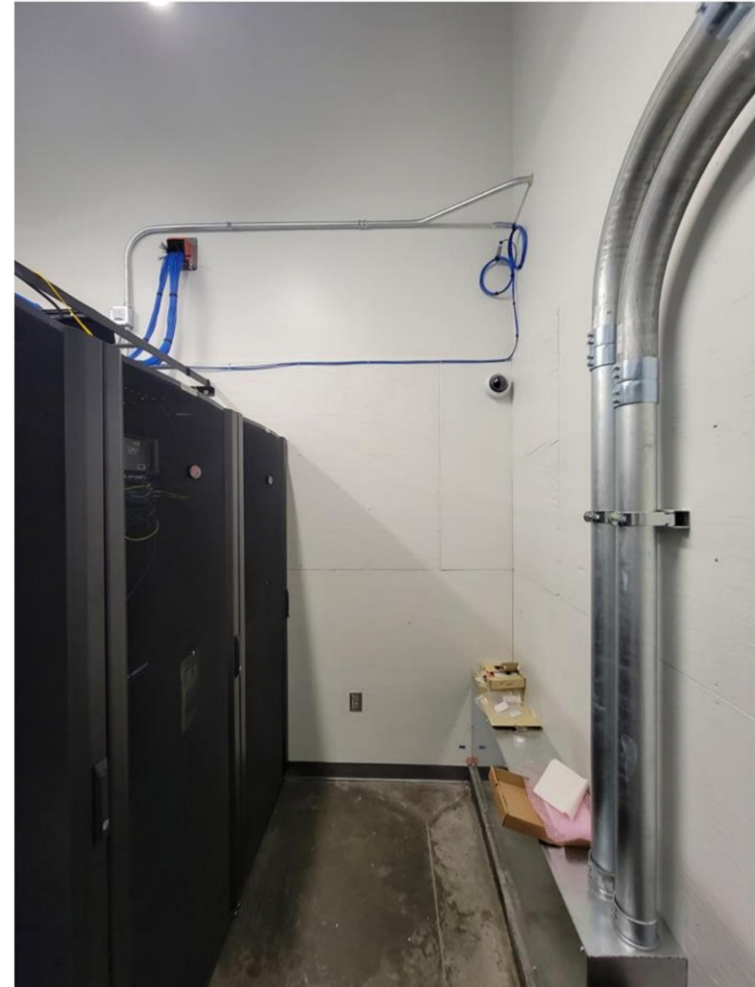
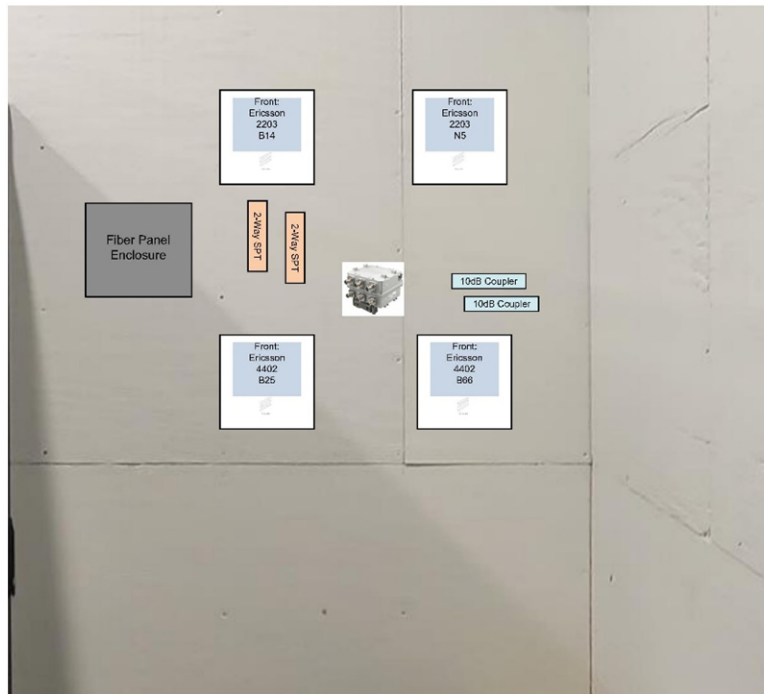
AT&T Columbia Regional  
Airport  
MDF RACK LAYOUT



16837 Addison Rd.  
Suite 400  
Addison, TX 75001  
972.931.0360

Customer: ATT	Columbia Regional Airport
Drawn By: Tom Orendain	Title: MDF Rack Layout
Phone: 972-931-0360	Dwg#: 1
Date: 7/31/24	Rev: A

AT&T Columbia Regional  
Airport  
IDF Wall LAYOUT



16837 Addison Rd.  
Suite 400  
Addison, TX 75001  
972.931.0360

Customer: ATT	Columbia Regional Airport
Drawn By: Tom Orendain	Title: IDF Layout
Phone: 972-931-0360	Dwg#: 1
Date: 7/31/24	Rev: A



Project Name: Columbia Regional Airport

- . Main Bld Address: 11300 South Airport Dr, Columbia, MO 65201
- . GPS location: 38.816195; -92.222133
- . Building Name/s: Columbia Regional Airport & oDas
- . Coverage Area: iDAS 50,754.11 sqft

### Geo Coded 3D Image



Version: 1.0  
Date: 11/11/2014  
Author: FAFL  
Project Name: Columbia Regional Airport  
Project Address: 11300 South Airport Dr, Columbia, MO 65201  
Project Phone: 660-330-1111  
Project Email: info@fafl.com  
Project Website: www.fafl.com

Columbia Regional Airport

Page 1 of 1

3/15/2014

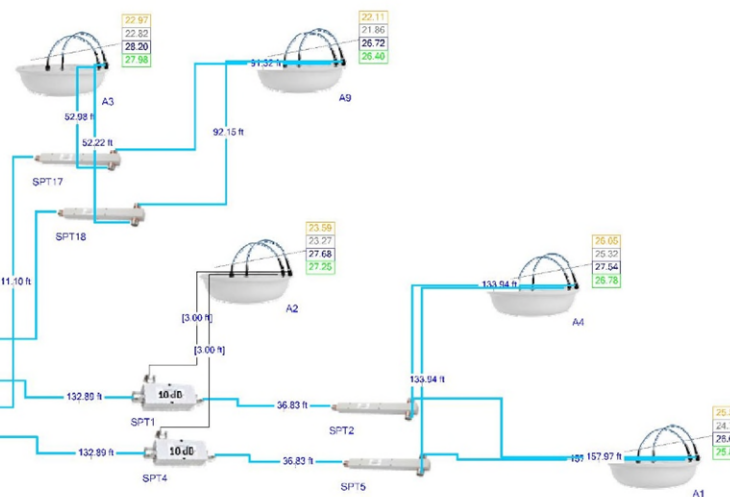
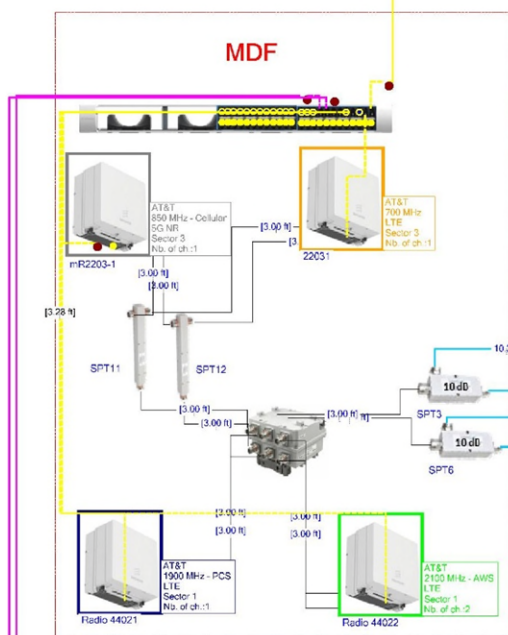
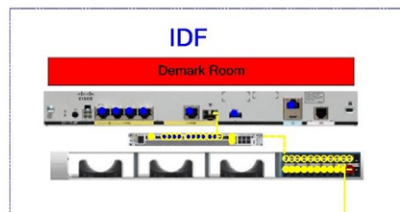
Page 1

### Design Notes:

- . System is Designed for AWS RSRP -95 dBm, oDAS is Best Effort of the coverage area.
- . Minimum 6dB dominance over macro
- . SINR >4dB over 95% and >2dB over 99%
- . WSP's include: AT&T
- . Number of Zones: 3
- . Number of Sectors: 3
- . Baseline Data available? : Yes
- . LTE: Body loss, Fast Fade Margin, Cell Loading = 3dB, 3dB, 100%
- . SISO or MIMO: MIMO

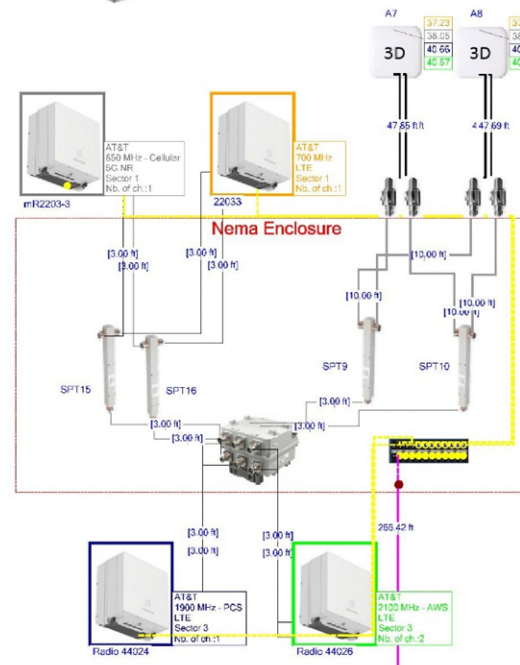
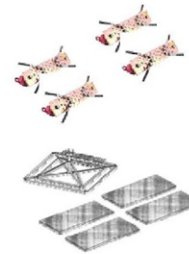
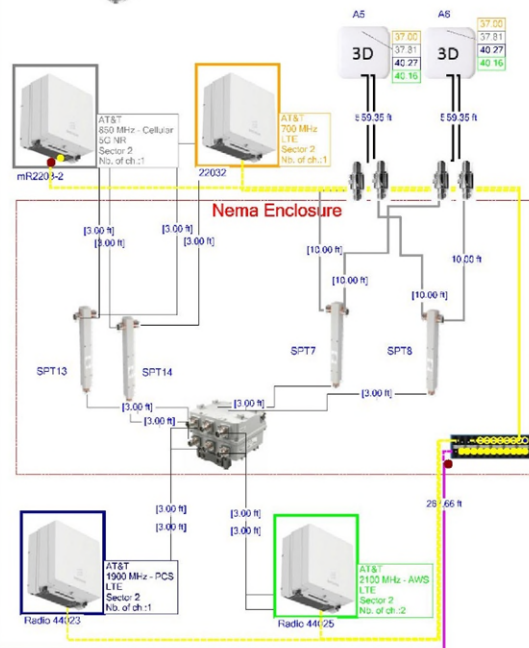


Transmittal history: Item: 1 Title: Author: Z: 3442222 ATL title: Transmittal coverage: 1 3442222 ATL Change and type: 1 3452222 ATL Send Generic Sources to Ericsson Project name:	
Columbus Regional Airport	
Change Notes:	
3/5/2014	
Page 6	



Systems information legend	Calculations legend	Cables legend
AT&T / 700 MHz - LTE / 3 Sectors	AT&T / 700 MHz - LTE	012ESF-T4101D20
AT&T / 850 MHz - Cellular - 5G NR - FDD - 10 MHz - n5 / 3 Sectors	[Power/Channel [dBm]]	024EC8-14101-A1
AT&T / 1900 MHz - PCS - LTE / 3 Sectors	AT&T / 850 MHz - Cellular - 5G NR - FDD - 10 MHz - n5	AL4RPV/50
AT&T / 2100 MHz - AWS - LTE / 3 Sectors	[Power/Channel [dBm]]	AT012J50
	AT&T / 1900 MHz - PCS - LTE	AT012J50
	[Power/Channel [dBm]]	F4-HMM-3.0
	AT&T / 2100 MHz - AWS - LTE	FFVLC42-AXF063
	[Power/Channel [dBm]]	

<b>AFL</b>			
Revision history	Rev	Date	Author
1	01/01/2020	01/01/2020	AFL
2	01/01/2020	01/01/2020	AFL
3	01/01/2020	01/01/2020	AFL
4	01/01/2020	01/01/2020	AFL
5	01/01/2020	01/01/2020	AFL
6	01/01/2020	01/01/2020	AFL
7	01/01/2020	01/01/2020	AFL
8	01/01/2020	01/01/2020	AFL
9	01/01/2020	01/01/2020	AFL
10	01/01/2020	01/01/2020	AFL
Columbus Regional Airport			
Design plan			
35/2024			
Page 2			



Revision history		
Rev	Date	Author
2	5/4/2022	APL
Add Tronix staff coverage		
3	5/4/2022	ATI
Change with type		
4	3/5/2024	ATI
Swap Generic Sources to Ericsson		
Project name		

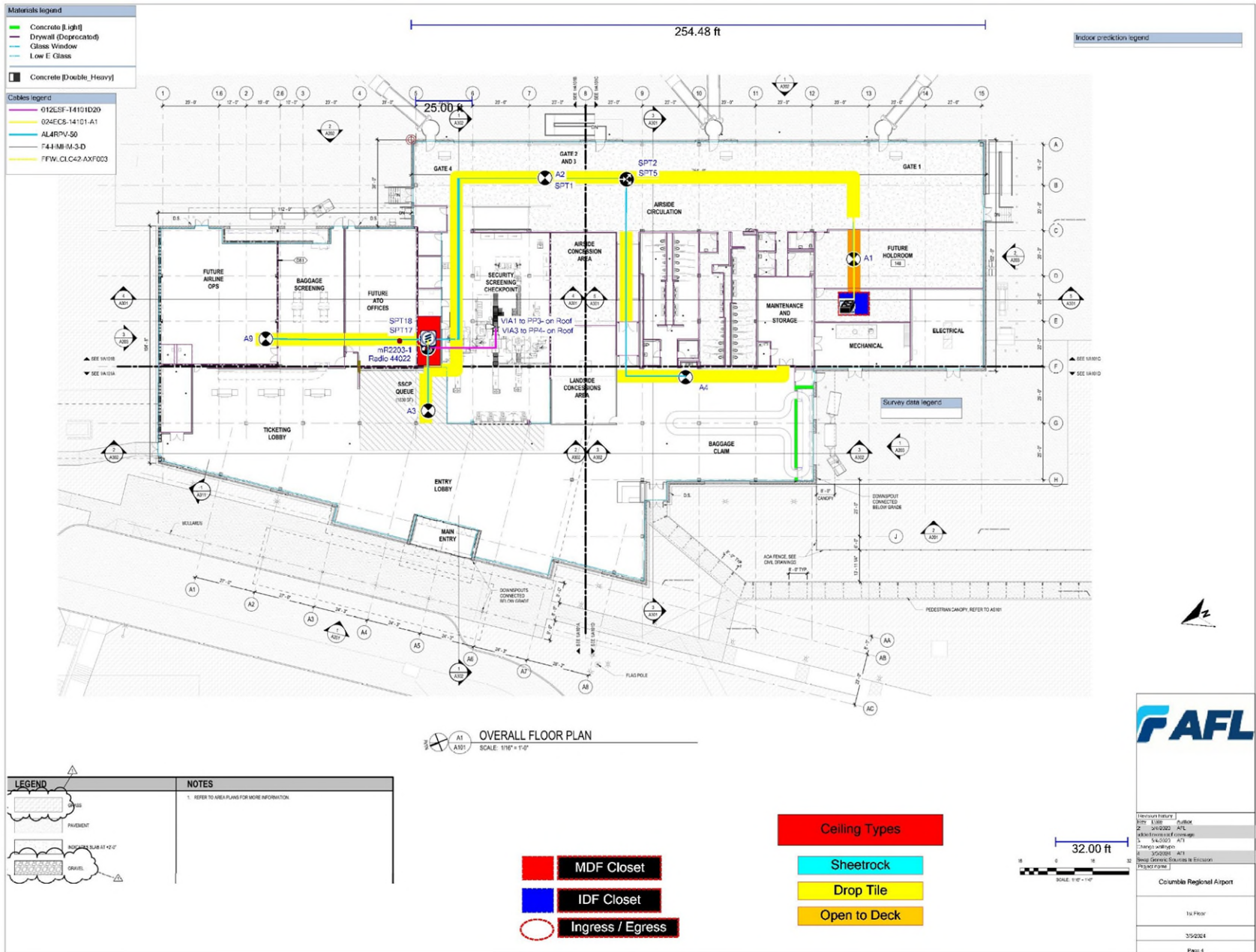
Columbia Regional Airport

### Design plan

3/5/2024

Page 3







**FAFL**

Revision history		
Rev	Date	Author
01	03/02/2024	AT1
Initial Design		
02	04/02/2025	AT1
Initial scope and coverage		
03	04/02/2025	AP1
Change and scope		
04	04/02/2024	AP1
Design Review: Structure in Extension		

Project name	
Columbia Regional Airport	
Roof	
05/02/2024	
Page 2	

Market: Greater Midwest

Venue Name: Columbia Regional Airport

Fixed Asset Number: 15296301

## EXHIBIT 2

1. **Acknowledgement.** New Cingular Wireless PCS, LLC (hereinafter “Contractor”) acknowledges that state and/or federal grant funds may be used in the development, construction, operation, or maintenance of the Airport. **Contractor** agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including but not limited to those set forth in this Agreement.

- a. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

- b. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The **Contractor** (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the **Contractor** for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the **Contractor** of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The **Contractor** will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the **Contractor** will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the **Contractor's** noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the **Contractor** under the contract until the **Contractor** complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- c. Real Property Acquired or Improved Under the Airport Improvement Program. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the City of Columbia pursuant to the provisions of the Airport Improvement Program grant assurances.
  - i. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin,



will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- ii. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, City of Columbia will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.
- d. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Airline, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - ii. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - vi. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - vii. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - ix. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).