



City of Vicksburg
Information Service Department

1415 Walnut Street, Suite 107
Vicksburg, Mississippi 39180
(601) 801-3425 phone *Pamela D. Newton, Director*

Bill Ford, Communication Director
Adrian Reddix, Network/Security Administrator

Haden Hataway, Computer Specialist
Jalisa Wilson, Computer Specialist

MEMORANDUM

TO: City Clerk's Office
FROM: Bill Ford, IT Specialist *Bill Ford*
DATE: August 11, 2025
SUBJECT: Contract with Crown Castle

I received the final contract from Crown Castle Towers this morning. This agreement covers the placement of radio equipment for remote reading of utility meters as part of the upgrade to our utility remote meter reading project.

The contract has been reviewed by Lee, and changes have been made to ensure it complies with City policy and state law.

I would like to have this item placed on the Board Agenda for the next board meeting, which I believe will be on the 18th of this month.

Thank you for your attention to this matter.



Date: August 11, 2025
To: Vicksburg MS, City of
Regarding: Vicksburg MS, City of //
BUN: 870882 / 126393 / Vicksburg (Bridge Rd.) / Order/Application # 708348

Dear Sir or Madam:

Find enclosed for review and signature by an authorized signatory of Vicksburg MS, City of, the agreement for the above-referenced wireless communication facility with respect to Order/Application Number (the "Enclosed Agreement"). Any other documentation ("Other Documentation") enclosed is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms.

Follow the prompts to provide your digital approval and/or signature. If you encounter any difficulty or are unable to provide electronic approvals and/or signature, please contact ContractServices@CrownCastle.com or 833-809-8011 for assistance.

While electronic processing is preferred to ensure version control of agreements and confidentiality, if necessary, you may print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle
Attn: Contract Development Document Execution
2000 Corporate Drive
Canonsburg, PA 15317



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: Vicksburg (Bridge Rd.)
JDE Business Unit: 870882

SITE LICENSE AGREEMENT (FOR INSTALLATION ON A TOWER)

This **Site License Agreement** ("SLA") is made and entered into as of this _____, (the "**SLA Date**"), by and between City of Vicksburg, a municipality of the state of Mississippi ("**Licensee**"), and Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("**Licensor**"), with respect to Licensee's use of certain space at the following site (the "**Site**") in connection with the approved order attached hereto as **Exhibit A** (the "**Order**");

Site and Licensee Identifiers:

Crown Castle BU#: 870882
Licensee Site ID: N/A
Licensee Type: Government

General Terms and Conditions Information:

Version ID: 3196011
Version Date: August 7, 2025
Licensee Approval Date: TBD

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this SLA as follows:

1. **INCORPORATED AND DEFINED TERMS:** The General Terms and Conditions (for Co-Location by Government Licensees on Tower Sites and/or Rooftop Sites) referenced above (the "**General Terms and Conditions**"), are hereby incorporated herein and made part of this SLA; provided, however, in the event of any inconsistencies between this SLA (as may be amended) and the General Terms and Conditions, the terms of this SLA (as may be amended) shall control. Unless otherwise clear from the context in which they are used, all capitalized terms used in this SLA shall have the same meanings ascribed to them in the General Terms and Conditions. Unless otherwise noted in this SLA, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".
2. **EQUIPMENT:** Pursuant and subject to this SLA, Licensor hereby grants a license to Licensee to install, operate and maintain on the Site only the Equipment described in the Order. Such License is subject to the Installation Standards.
3. **LICENSED SPACE:** The Equipment shall be contained only within that portion of the Site that is licensed to Licensee hereunder (the "**Licensed Space**"), which Licensed Space consists of those certain locations designated for the placement of Equipment by Licensee on the tower, on the ground, within an existing building or on a rooftop, as specifically described in the Order or as specifically depicted on the Site Plan attached hereto as **Exhibit B** (the "**Site Plan**"). For the avoidance of doubt, the Licensed Space does not include any space located within any non-exclusive easements or any other space that is not designated for the placement of Equipment as described above.
4. **SLA TERM:**
 - A. "**Term Commencement Date**": The earlier of: i) the date Licensor issues a written notice to proceed with the installation of Licensee's equipment at the Site, or ii) September 1, 2025
 - B. Duration of Initial SLA Term: 5 years
 - C. Number of Renewal SLA Terms: 4
 - D. Duration of Renewal SLA Terms: 5 years
 - E. Required minimum number of days written notice not to renew: one hundred eighty (180) days prior to the expiration of the then-current term that is in effect as of the date of Licensor's receipt of such written notice from Licensee

TT: E 1833970SR
Prepared by: R. Benson
Prepared on: 6/11/2025
Revised on: 8/11/2025
CROWN CASTLE STANDARD SLA

App Rev #: 6
LRF Rev #: 3
MLA #: 3196011



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: Vicksburg (Bridge Rd.)
JDE Business Unit: 870882

5. PAYMENT: Licensee shall include the Crown Castle BU# specified above on or with each payment hereunder.

- A. **"Basic Payment Commencement Date":** The earlier of: i) the date Licensor issues a written notice to proceed with the installation of Licensee's equipment at the Site, or ii) September 1, 2025
- B. Initial Basic Payment: One Thousand One Hundred and 00/100 Dollars (\$1,100.00) per month
- C. Recurring Escalation: 3% per year, beginning on the first anniversary of the Basic Payment Commencement Date
- D. Payee: Pinnacle Towers LLC
- E. Payee Address: PO BOX 409250 Atlanta, GA 30384-9250

6. RESPONSIBILITIES OF SERVICE PROVIDER:

- A. Service Performance Items: With respect to Licensee's proposed initial installation of Equipment on the Site as described in the approved Order and Site Plan attached hereto, either a third party or an affiliate of Licensor (such party, the **"Service Provider"**) is responsible for performing, or causing to be performed, each of the following items (collectively, the **"Service Performance Items"**) as separately agreed between Licensor and such Service Provider:
 - (i) submittal or evaluation of the Order;
 - (ii) one (1) structural analysis with respect to Licensee's proposed tower-mounted or rooftop-mounted Equipment;
 - (iii) regulatory review of proposed transmit frequencies, if applicable;
 - (iv) issuance of NTP after all applicable conditions precedent to construction have been satisfied;
 - (v) inspection of any installation Work not performed by Service Provider, if applicable.
- B. Payment if Order Canceled or Additional Items Performed. Should the Order be canceled and this SLA not be executed by both parties, Licensee shall be responsible to Service Provider for the cost of each of the Service Performance Items identified in Section 6(A) above to the extent that they have been performed by Service Provider in relation to the Order. Licensee shall also be responsible for the cost of any items not included in Section 6(A) above that are performed by Service Provider at Licensee's request in relation to the Order.
- C. Several Obligations. Licensee further acknowledges and agrees that Service Provider shall be solely responsible for the performance of the Service Performance Items.

7. ELECTRICAL POWER: Licensor will not be supplying electrical power to Licensee at the Site.

8. NOTICE ADDRESSES:

<u>Licensee's Address for Notices:</u>	<u>Licensor's Address for Notices:</u>
City of Vicksburg 1401 Walnut Street Vicksburg, MS 39180 Telephone: N/A	Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attention: Legal Department Telephone: (724) 416-2000

9. PRIME LEASE OR DEED: Licensee acknowledges that a redacted copy of the Prime Lease or Deed for the Site has been provided to Licensee or has otherwise been made available to Licensee through Licensor's online database.

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Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: Vicksburg (Bridge Rd.)
JDE Business Unit: 870882

10. ADDITIONAL PROVISIONS (IF APPLICABLE):

A. INTENTIONALLY OMITTED.

[Signatures to immediately follow.]

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Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: Vicksburg (Bridge Rd.)
JDE Business Unit: 870882

IN WITNESS WHEREOF, the parties have made and executed this SLA on the SLA Date set forth above.

LICENSOR:

Pinnacle Towers LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

LICENSEE:

City of Vicksburg,
a municipality of the state of Mississippi

By: _____

Name: _____

Title: _____



GENERAL TERMS AND CONDITIONS

(for Co-Location by Government Licensees on Tower Sites and Rooftop Sites)

Version ID: 3196011

Version Date: August 7, 2025

These General Terms and Conditions (these “**General Terms and Conditions**”) are incorporated into and made a part of any Site License Agreement (“**SLA**”) that specifically refers to and incorporates these General Terms and Conditions. Unless otherwise noted in these General Terms and Conditions, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”. Any capitalized used but not defined herein (including, without limitation, the terms “Licensed Space”, “Licensee”, “Licensor” and “Site”) shall have the meanings ascribed to them in the subject SLA.

1. GRANT OF LICENSE. Pursuant and subject to the SLA and these General Terms and Conditions, Licensor grants a license to Licensee to install, operate and maintain equipment and other personal property (collectively, “**Equipment**”) on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Order attached to the SLA and as shown in site plan or site sketch attached to the SLA (“**Site Plan**”) attached to the SLA. Such license is restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in the Order and Site Plan; provided, however, installation of the Equipment is subject to the Installation Standards and changes in applicable wind codes. Any tower-mounted Equipment not installed within one hundred eighty (180) days following commencement of installation of any Equipment on the Site will require Licensee’s submission of a new Order for the installation of such tower-mounted Equipment, and such installation shall be subject to available capacity as determined by Licensor. For the purposes hereof: “**Installation Standards**” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time; and “**Order**” means the order/application form (as may be updated by Licensor from time to time) that Licensee must submit to Licensor when Licensee desires to apply for a license to install or make a Modification to Equipment or the Licensed Space.

2. PERMITTED USE. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment specified in the Order to which the SLA applies and shall transmit and receive only within the frequency ranges specified in the Order, any only at the power levels specified in the Order. Licensee’s use of the Site shall, at all times, comply with (a) all applicable laws, regulations, rules, or requirements (collectively, “**Laws**”) promulgated by federal, state and local governmental units and agencies, or by any Indian Tribe or Native Hawaiian organization with jurisdiction applicable to the Site (each, a “**Government Entity**”), (b) all applicable permits and directives, and (c) the Installation Standards.

3. ACCESS. Subject to Section 9 below and any restrictions or requirements in the underlying real estate interests and instruments relating to the Site, Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site (where and to the extent available), and a non-exclusive license to access Licensor’s utility easement, if any, on a 24 hour per day, 7 day per week basis, for the purposes of

maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair Licensee’s utility lines, wires, cables, fiber optics, pipes, or conduits (collectively, “**Utility Lines**”), or any other means of providing utility service, including electric and telephone service, to the Licensed Space. At Licensor’s option, Licensee shall coordinate with Licensor for the installation of Utility Lines and other utility equipment serving Licensee’s Equipment or the Licensed Space. Licensor gives no guarantee to Licensee regarding Licensee’s ability to enter or exit the Site when weather conditions, road conditions, and any other element outside Licensor’s control might affect Licensee’s ability to enter the Site. Licensee’s right of access shall be limited to contractors approved by Licensor or persons under their direct supervision. Licensee shall not allow any person to enter upon or climb on a tower (if any) on a Site for or on behalf of Licensee without ensuring that such person works for a contractor approved by Licensor and is properly trained and securely attached to the tower by means of an OSHA-approved device. Notwithstanding the foregoing, in no event shall Licensee allow any person to climb a tower (if any) for or on behalf of Licensee if the SLA does not permit Licensee to install equipment on the tower. The foregoing limitations on who may access the Site or tower for or on behalf of Licensee are material terms of the SLA and these General Terms and Conditions.

4. SLA TERM. The initial term of the SLA shall commence on the “Term Commencement Date” set forth in the SLA and continue for the duration set forth in the SLA (the “**Initial SLA Term**”). The term of the SLA (the “**SLA Term**”) shall automatically extend for subsequent renewal terms (each, an “**SLA Renewal Term**”) in accordance with the SLA unless Licensee elects not to renew as set forth in the SLA.

5. BASIC PAYMENT. Licensee shall pay to Licensor the monthly Basic Payment specified in the SLA for its license and use of the Licensed Space (the “**Basic Payment**”). The Basic Payment is subject to annual increases in accordance with the SLA, and shall be paid in advance and without demand, in equal monthly payments payable on the “Basic Payment Commencement Date” set forth in the SLA, and on the first day of each month thereafter continuing for the SLA Term, subject to extensions as provided for herein. Payments shall be made by check to the payee and address set forth in the SLA. Payments for any partial month shall be prorated.

6. UTILITIES. Licensee shall pay and be responsible for all utilities it uses at the Site and for all installation and maintenance costs associated with connecting to any utility service. The SLA



will state whether or not Licensor will be supplying electrical power to Licensee at the subject Site, provided that Licensor shall not be responsible or liable for any disruption or unavailability of any utility at any Site. If, as a result of or in connection with Licensee's use of any utility at the Site, the subject utility service provider requires the consolidation of lines or the installation, modification or replacement of a transformer or any other utility equipment (collectively, "**Utility Equipment**") being used by Licensee on the Site, then (a) Licensee shall be responsible for the costs associated therewith and (b) Licensee shall be obligated to pay Licensor additional license fees (at rates determined by Licensor) for the space occupied by any such Utility Equipment, if applicable, which additional license fees shall be set forth in the SLA or an amendment to the SLA, provided that, if such Utility Equipment is installed on the Site prior to the parties' execution of an SLA or amendment to SLA that memorializes Licensee's obligation to pay such additional license fees, then Licensee shall still be obligated to pay such additional license fees upon receipt of invoice from Licensor therefor, notwithstanding the fact that such fees have not been memorialized in an executed SLA or amendment.

6.1 Electrical Power Not Sourced by Licensor. If the SLA states that Licensor will not be supplying electrical power to Licensee at the subject Site, then (a) Licensee shall be solely responsible for having its own electric meter installed at the Site or for sourcing its electricity in another manner, provided that the sourcing of electricity to power Licensee's Equipment must be obtained legally and with the approval of the utility service provider or other party supplying electricity to Licensee, and (b) Licensee may not use any existing meter, meter slot, meter can or any other existing utility infrastructure at or serving the Site without Licensor's prior written approval, which approval may be withheld or conditioned in Licensor's sole discretion.

6.2 Electrical Power Sourced by Licensor. If the SLA states that Licensor will be supplying electrical power to Licensee at the subject Site, then:

- (a) the SLA will include provisions requiring that Licensee pay additional rent for Licensee's Utility Demand (as such term will be defined in the SLA) at the Site (a "**Utility Demand Payment**"), the initial amount of which shall be set forth in the SLA;
- (b) the Utility Demand Payment shall be payable in addition to and concurrently with the Basic Payment, beginning on the Basic Payment Commencement Date;
- (c) following the first ninety (90) days of Licensor's supply of electrical power to Licensee under the SLA, Licensor shall:
 - (i) review Licensee's power requirements over such period to determine in good faith whether or not an increase or decrease to the Utility Demand Payment is warranted to more accurately reflect Licensee's power requirements at the Site moving forward, and
 - (ii) provide Licensee with written notice of its determination together with the amount of the applicable adjustment (if any) and Licensor's rationale for such adjustment (if any);
- (d) any adjustment pursuant to Section 6.2(c)(ii) above shall be effective as of the "**UDP Reset Date**", which for the purposes hereof means the first day of the month following the date of the written notice described in Section 6.2(c)(ii) above;

- (e) beginning as of the first anniversary of the UDP Reset Date and no more than once in any consecutive twelve month period thereafter, Licensor may, upon written notice to Licensee (and without the need for a written amendment to the SLA), proportionately increase or decrease the amount of the Utility Demand Payment to reflect any increase or decrease in Licensor's costs for providing power, in which event Licensor will provide its rationale for such adjustment together with such written notice;
- (f) Licensee's Utility Demand may not be increased without Licensor's prior written approval, which approval may be subject to one or more conditions, including, without limitation, Licensee's agreement in writing to an appropriate increase to the Utility Demand Payment;
- (g) notwithstanding anything to the contrary herein, Licensor may require that Licensee execute an amendment to the SLA to document any adjustment to the Utility Demand Payment determined in accordance with this Section 6, in which event Licensor shall prepare, and the parties shall promptly execute, an amendment to the SLA that memorializes such adjustment; and
- (h) in the event that any provision of electricity to Licensee pursuant to this Section 6.2 terminates as a result of electricity becoming unavailable or materially disrupted at the Site, then Licensor shall prepare, and the parties shall promptly execute an amendment to the SLA that memorializes such termination of Licensor's provision of electricity and the termination of the Utility Demand Payment, provided that Licensee shall remain obligated to pay Utility Demand Payments for the period prior to the termination of Licensor's provision of electricity to Licensee.

7. MODIFICATIONS. Licensee shall apply to make a Modification by submitting an Order therefor to Licensor. Following its receipt of such Order and prior to the parties' execution of an amendment for the subject Modification, Licensor will determine and inform Licensee if there are any required studies or processing fees for which Licensee would be responsible in connection with such Order and/or the proposed Modification. Any approved Modification shall be evidenced by an amendment to the SLA. Licensor is not obligated to approve Orders for Modifications. As used herein, "**Modification**" means (a) any addition of equipment outside the boundaries of any permitted equipment pads on the ground or rooftop, (b) any addition of antennas or antenna structures on the ground, or on any rooftop or equipment pad, (c) any use of space on the ground, tower or rooftop outside of the Licensed Space, except as otherwise expressly permitted in the SLA, (d) any change to the shape or location of the Licensed Space on the ground, tower or rooftop, as applicable, (e) the addition of generators or generator fuel tanks in any location, (f) any addition, modification, or replacement of equipment on the tower or rooftop other than as may be specified in the SLA, (g) any change to the frequency ranges specified in the SLA or the use of any frequency outside of the frequency ranges specified in the SLA, or (h) any use of power in excess of the power level specified in the SLA.

8. NTP REQUIRED FOR INSTALLATION OF EQUIPMENT OR MODIFICATION. Notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification at the Site shall not commence until (a) Licensor issues a written notice to proceed ("**NTP**") pertaining to such



installation or Modification, subject to and in accordance with Licensor's NTP process, which NTP process may require satisfaction of one or more conditions precedent prior to NTP issuance, and (b) such NTP has been acknowledged by Licensee in accordance with Licensor's NTP process. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

9. NOTICE TO LICENSOR PRIOR TO SITE ACCESS. Prior to any Site access to be made by or on behalf of Licensee, the accessing party shall call Licensor's Network Operations Center ("NOC") at (800) 788-7011 to confirm that no condition exists that would limit or preclude access to the Site. Licensee shall ensure that, if any such condition exists, no access to the Site or tower shall be made by the accessing party until the condition is eliminated. For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

10. PERFORMANCE OF WORK. With respect to the installation of Equipment at the Site, the construction of an approved Modification to Equipment at the Site, or the removal of Equipment from the Site (in each case, "**Work**"), Licensee shall only engage a contractor approved by Licensor to perform such Work, which approval shall not be unreasonably withheld. Notwithstanding any inspection of any such Work by Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. (in either case, "**Crown Castle**"), neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. Licensee shall provide to Licensor all as-built drawings and other closeout documentation required by Licensor with respect such Work within forty-five (45) days after its completion. The foregoing requirement that Licensee only engage a contractor approved by Crown Castle to perform Work on the Site is a material term of the SLA and these General Terms and Conditions.

11. LIENS. Licensee shall keep the Licensed Space, Site, and, if applicable, building or structure on which the Site is located (the "**Building**"), and any interest it or Licensor has therein, free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee. Licensee shall discharge or bond off any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed; provided, however, if Licensee does not discharge or bond off any such lien within the subject thirty (30) day period (or within ten (10) days prior to the expiration of any deadline required by the terms of the subject Prime Lease, if applicable), Licensor may, in its sole discretion and without prior written notice to or consent from Licensee, discharge any such lien filed or threatened through a notice of intent, in which event Licensee shall reimburse Licensor for any amounts paid by Lessor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses incurred in defending any such action or in obtaining the discharge of such lien, which reimbursement and administrative fee shall be paid within thirty (30) days of Licensee's receipt of an invoice for same.

12. PERMITS, AUTHORIZATIONS AND LICENSES. Except as may be otherwise be expressly set forth herein or in the SLA, or as may be otherwise be expressly agreed to by Crown Castle and Licensee in an executed services agreement, Licensee shall be solely responsible for obtaining and maintaining, at its own expense,

all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall provide copies of such permits, authorizations and licenses (if any) to Licensor in accordance with Licensor's NTP process.

13. ZONING APPROVAL. With respect to any approval required by or issued pursuant to any applicable land use, planning, zoning, development, or similar law by a Government Entity (a "**Zoning Approval**") in relation to Licensee's installation of or Modification to Equipment at any Site, Licensee must provide Licensor with a copy of each application for Zoning Approval ("**Zoning Application**") and each amendment to Zoning Application ("**Zoning Application Amendment**") submitted by or on behalf of Licensee at least seventy-two (72) hours before submitting it to the applicable Government Entity (excluding any such Zoning Application or Zoning Application Amendment submitted by CCUSA or an affiliate of CCUSA on behalf of Licensee, if applicable). Licensor shall respond to Licensee with its approval or rejection of such Zoning Application or Zoning Application Amendment within seventy-two (72) hours after its receipt of copies thereof. Licensor reserves the right to (a) require that it or the tower owner be named as applicant or co-applicant on any such Zoning Application or Zoning Application Amendment and (b) require revisions to any such Zoning Application or Zoning Application Amendment. Licensor also reserves the right, prior to any decision by the applicable Government Entity(ies) (including designated individuals thereof with appropriate authority) that has applicable decision-making authority over the Zoning Application ("**Zoning Authority**"), to approve, reject or appeal any proposed or final conditions of a Zoning Approval (including any limitations or obligations imposed by the Zoning Authority) that would apply to the entire Site, the owner of the Site, the owner of the property on which the Site is located, the owner or operator of any tower on the Site, or any existing or future Site licensee; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of such Zoning Approval. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (i) any Zoning Application or Zoning Application Amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses. Any such costs and expenses paid by Licensor, CCUSA or any affiliate of CCUSA will be passed through to Licensee.

14. INTERFERENCE.

14.1 Interference to Licensee's Licensed Operations. Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("**Subsequent Use**"), shall permit their equipment to interfere with Licensee's transmissions or reception in excess of levels permitted by the Federal Communications Commission ("**FCC**"). In the event that any Subsequent Use causes radio frequency ("**RF**") interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (a) Licensee shall notify Licensor in writing of such RF interference, (b) Licensor shall require the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (c) the entity responsible for the



Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference. For the purposes hereof, "**Licensed Equipment**" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which it has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies

14.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, upon Licensor's demand, Licensee shall promptly reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. The foregoing requirement that Licensee promptly reduce power or cease operations upon Licensor's demand is a material term of the SLA and these General Terms and Conditions. If Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions.

14.3 Interference to Licensee's Unlicensed Operations. Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit an Order to request relocation of such Equipment to another location at the Site. Licensor shall approve the Order if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Order for said relocation is approved by Licensor, the SLA shall be amended to reflect such relocation. For the purposes hereof, "**Unlicensed Equipment**" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies

14.4 Interference to Building Users. If the Site is located on a Building, Licensee shall ensure that the operation of its Equipment will not interfere with the maintenance or operation of the Building or with any MATV, CATV or other video systems, any HVAC systems, any electronically controlled elevator systems, any computers or telephone systems, or any other system servicing the Building and/or its occupants.

15. USE OF HAZARDOUS CHEMICALS. The Order attached to the SLA must identify any batteries or fuel tanks that Licensee will house on the Site, and the Order attached to any SLA amendment must identify any changes to Licensee's batteries or fuel tanks on the Site (including the addition or removal of any batteries or fuel tanks) that were not previously identified in the SLA or any prior SLA amendment. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval, which other hazardous chemicals, as approved by Licensor, must be identified in the subject Order associated with such approval.

16. PRIME LEASE OR DEED. Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the subject Prime Lease or Deed for the Site, a redacted copy of which will be provided or otherwise made available to Licensee prior to SLA execution. Notwithstanding anything to the contrary herein, if a Prime Lease applies to the Site, then (a) the term of the SLA is subject to the term of the Prime Lease, (b) if approval from or payment to Landlord is required under the Prime Lease, the effectiveness of the SLA (or amendment to the SLA, if applicable), shall be specifically subject to obtaining such approval, or making such payment or both, and (c) Licensor will not intentionally breach the Prime Lease in any way that may lead to an event of default under the Prime Lease. Licensee agrees to be bound by and to perform all the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site. As used herein: "**Deed**" means the deed(s) or other similar prior instrument(s), if applicable, from which Licensor's rights in any portion of the Site are derived, together with any restrictive covenants contained therein or otherwise pertaining thereto; and "**Prime Lease**" means the lease(s), sublease(s), or other similar prior agreement(s), if applicable, from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

17. TAXES, FEES AND ASSESSMENTS. Licensee shall be liable for all taxes, fees, assessments or other charges (a) assessed by a Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space and (b) any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of these General Terms and Conditions or Licensee's use of the Site or the Licensed Space. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee. Licensor shall invoice Licensee annually, indicating the amount of the assessment and the amount due. Said invoices shall be paid within forty-five (45) days of Licensee's receipt. With respect to Sites located on Buildings, Licensor shall have no responsibility to pay any fees (other than recurring licensee fees, rents or revenue sharing payments payable by Licensor under the Prime Lease) imposed by the lessor, sublessor or licensor under the Prime Lease ("**Landlord**") or by any Government Entity with respect to Licensee's installation and operation of Equipment on, or Licensee's access to and use of, the Building, the Site and the Licensed Premises (e.g., afterhours access fees, government inspection fees, etc.).

18. INDEMNIFICATION. To the extent allowed by law, Licensee shall indemnify, defend and hold Licensor, and Licensor's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of (a) Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or



occupancy of the Site, (b) the use of any hazardous materials on the Site by Licensee or persons acting under Licensee, or (c) the existence of any hazardous materials on the Site caused by Licensee or persons acting under Licensee. Licensors acknowledge Licensee represents that Mississippi law does not allow requirements of indemnity.

19. INSURANCE. The terms and conditions pertaining to Insurance set forth in Appendix A to these General Terms and Conditions are hereby incorporated herein by this reference.

20. CASUALTY. In the event that any portion of the Site is damaged by fire or other casualty not caused by Licensee such that Licensee is effectively precluded from using the Site as authorized under the applicable SLA for: (a) more than ninety (90) consecutive days from the date of damage if the damage is less than total destruction of the Site, or (b) more than one hundred and eighty (180) days from date of destruction if the Site is destroyed; then either party may, at its option, terminate the SLA without further liability of the parties, effective as of the date of such damage or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole and exclusive remedies shall be (a) abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted and (b) the contingent right to terminate the SLA. In no event shall Licensors be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by force majeure, acts of God or acts or omissions of third parties. In no event shall the discontinuance or disruption of any utility to the Site be deemed to be a casualty.

21. CONDEMNATION. If any part of the Site is taken under the power of eminent domain, Licensors and Licensee shall be entitled to assert their respective claims in accordance with applicable state Law.

22. CHANGE TO LOCATION OF EQUIPMENT REQUIRED BY LICENSOR OR LANDLORD. Licensors shall have the right, at Licensors' sole cost and expense, to change the location of the Equipment on the Site (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee provided that said change does not, when completed, materially alter the signal pattern of the Equipment existing at the Site prior to the change; provided, however, the terms of the Prime Lease shall apply with respect to any relocation of Licensee's Equipment required by Landlord or the Prime Lease, and Licensee shall be solely responsible for the cost of any such relocation required by Landlord or the Prime Lease. Licensee agrees to cooperate with Licensors to facilitate any relocation pursuant to this Section 22, and any such relocation shall be performed with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to the SLA.

23. RF EXPOSURE, PROTECTION OF SITE. Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards. If the Landlord under or Licensors determines that there is an exigent circumstance pertaining to Licensee's Equipment, Landlord or Licensors shall be entitled to take actions as reasonably necessary to protect the Site.

24. EVENTS OF DEFAULT. Each of the following shall constitute an "Event of Default" hereunder: (a) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensors that said payment is delinquent; (b) Licensee's breach of any term that is specifically identified herein as a material term of the SLA and these General Terms and Conditions; and (c) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure.

25. REMEDIES. In the Event of Default by Licensee, upon Licensors' demand, Licensee shall immediately make full payment of all amounts that Licensors would have been entitled to receive hereunder for the remainder of the then-current SLA Term, and Licensors shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensors hereunder or at law, including the right to terminate the SLA as set forth below. All delinquent amounts shall bear interest at the lesser of one and one-half percent (1 ½%) per month, or the maximum amount permitted by law. In the Event of Default by either party (the "Defaulting Party"), the other party (the "Non-Defaulting Party") may terminate the SLA by providing written notice of such termination to the Defaulting Party. Such written notice shall describe (a) the Event of Default, and (b) in the case of a breach that could have been cured in accordance with Section 24 above, the Defaulting Party's failure to cure such breach within the stipulated cure period. The Non-Defaulting Party's right to terminate the SLA pursuant to this Section 25 is in addition to any other rights and remedies provided to the Non-Defaulting Party by law or under these General Terms and Conditions.

26. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law; provided, however, Licensors does not give up its rights to receive indemnity from Licensee, unless such indemnity is prohibited by law, for claims by third parties for such types of damages (or for any other types of damages). Licensors acknowledges Licensee represents that Mississippi law does not allow limits of limitation of liability.

27. WITHDRAWAL OR TERMINATION OF SITE ZONING APPROVAL OR PERMIT. If any Site zoning approval or any of Licensors' permits to operate the Site as a communications facility is withdrawn or terminated, the SLA shall terminate effective as of the termination of such Site zoning approval or permit.

28. ASSIGNMENT, SUBLEASE, SHARING. The SLA inclusive of these General Terms and Conditions may not be sold, assigned or transferred in whole or in part by Licensee without the prior written approval or consent of Licensors, which consent may not be unreasonably withheld, conditioned or delayed. Licensors' consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensors pertaining to such assignment, shall be evidenced by a form to be provided by Licensors



and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in the SLA or these General Terms and Conditions, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in these General Terms and Conditions.

29. GOVERNING LAW. The Laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern the SLA inclusive of these General Terms and Conditions.

30. COMPLIANCE WITH LAWS. Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, except where noncompliance is due to Licensee's, Landlord's (or, in relation to a Deed, the grantor's), or other Site users' negligence or willful misconduct. Licensor assumes no responsibility for compliance with any Laws applicable to Landlord, Licensee or any other user of the Site other than Licensor. All installations and operations by Licensee in connection with the SLA shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the Federal Aviation Administration.

31. REMOVAL OF EQUIPMENT, SURRENDER OF LICENSED SPACE. Licensee shall remove all its Equipment from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of the SLA. The removal of Equipment shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment remain on the Site after the expiration or termination of the SLA, then: (a) no tenancy or interest in the Site shall result, (b) such Equipment shall be subject to immediate removal; and (c) in addition to any other rights or remedies available to Licensor, Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site; provided, however, Licensor may, in its sole discretion and without Licensee's approval, (i) take ownership of any portion of the Equipment, without the need of a bill of sale or other written instrument, or (ii) remove and dispose of any portion of the Equipment, in which event Licensee shall pay to Licensor a fee equal to one and one-half (1 ½) times the total cost of removing, transporting and disposing of the Equipment.

32. NOTICES. Except for notices of access which are to be provided as set forth in Section 9 above, all notices hereunder shall be in writing, shall be sent to the parties at the notice addresses set forth in the SLA and given by (a) established express delivery service which maintains delivery records, (b) hand delivery or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery to the recipient at the

designated address is impossible (e.g., because the recipient moved to a new address but did not designate a new address for notices). Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice thereof to the other party.

33. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMEN

33.1 Defined Terms. The following terms as used in this Section 33 are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Conveyance" includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Lender" means any and all lenders, creditors, indenture trustees and similar parties and their successors in interest.

"Security Instrument" means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

33.2 Subordination. Subject to Section 33.3 below, the SLA and Licensee's rights under the SLA are and will be subject and subordinate in all respects to existing and future recorded mortgages or other security interests which are or may be placed upon the Site in connection with a Security Instrument and all other rights afforded to the holder of any such mortgages or other security interests. The subordination herein shall be self-operative.

33.3 Non-Disturbance. So long as the SLA is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Licensee's right of possession of the Site and all other rights of Licensee pursuant to the terms of the SLA shall not be affected or disturbed by Lender (or any Acquiring Party) in the exercise of its rights under the Security Instrument.

33.4 Liability of Parties. Licensee and Licensor agree (a) that any Conveyance shall be made subject to the SLA and the rights of Licensee hereunder and (b) that the parties shall be bound to one another and have the same remedies against one another for any breach of the SLA or these General Terms and Conditions as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating the SLA.

33.5 Attornment. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (a)



Licensee shall not seek to terminate the SLA and shall remain bound under the SLA, provided that Licensee does not waive any rights that it may have hereunder to terminate the SLA, in accordance with its terms and these General Terms and Conditions, and (b) Licensee shall attempt to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the SLA Term and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

34. NO WAIVER. No provision of the SLA or these General Terms and Conditions will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

35. NON-DISCLOSURE. For a period ending one hundred eighty (180) days after the expiration or termination of all SLAs executed under these General Terms and Conditions, the parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party these General Terms and Conditions, any SLA or any portion thereof, except that a party to an SLA may disclose the terms of these General Terms and Conditions, any SLA or any portion thereof to (a) such party's auditor, accountant, lender or attorney, (b) such party's employees, directors, consultants, or agents who have a reasonable need to know such information and who shall agree in writing to be bound by the terms and conditions of this non-disclosure provision, or (c) a Government Entity to the extent required by regulation, subpoena or government order to reveal, disclose or publish such information. Notwithstanding the foregoing, either party may disclose the terms of these General Terms and Conditions, any SLA or any portion thereof to any of its affiliated entities, and Licensor may disclose the terms of these General Terms and Conditions, any SLA or the relevant portions thereof to (i) Landlord, if a Prime Lease applies to the Site, (ii) the manager of the Building (if applicable), (iii) any of Licensor's creditors, or (iv) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure

to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site.

36. ITEMS CONTROLLED BY EXPORT ADMINISTRATION REGULATIONS. If in relation to these General Terms and Conditions or any SLA Licensee (or any of its affiliates, employees, agents or contractors) provides to Licensor (or any of its affiliates, employees, agents or contractors) any items controlled by U.S. Export Administration Regulations (collectively, "EAR Controlled Items"), including any documentation containing information or technical data that is restricted by the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401 et seq.) (the "Act"), or if Licensee (or any of its affiliates, employees, agents or contractors) places on the Site (or property containing the Site) any EAR Controlled Item(s), (a) Licensee shall ensure that such EAR Controlled Items are clearly marked with a warning to the extent required, and in a format as required, by the Act, (b) Licensee shall provide Licensor with the Export Control Classification Numbers for such goods or information, and (c) Licensee shall immediately notify Licensor in writing of its provision or placement of such EAR Controlled Items as described above.

37. PRIOR AGREEMENT SUPERSEDED. The parties hereby agree that the SLA shall be deemed to have revoked and superseded any Prior Agreement as of the SLA Date (as such term is defined in the SLA), and the terms of the SLA inclusive of these General Terms and Conditions (together with applicable Laws) shall govern with respect to all matters under the SLA occurring on or after said date. As used herein, "Prior Agreement" means, if applicable, any prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to both the Site and the subject matter described in the SLA.

38. COUNTERPARTS AND ELECTRONIC SIGNATURE. The SLA may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of the SLA shall legally bind the parties to the same extent as original documents.

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APPENDIX A to General Terms and Conditions

INSURANCE

1. General. Licensee shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of Sites. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Licensor, Licensor's manager (as applicable), and Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the subject Site is located.

2. Limits. At a minimum, Licensee shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

- (a) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;
- (b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000, plus umbrella liability insurance of \$2,000,000;
- (c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; and
- (d) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site.

Licensee must ensure that all independent contractors accessing Sites for or on behalf of Licensee maintain insurance as separately specified by Licensor.

3. Increases to and Application of Limits. Following the first five (5) years of the SLA Term, if the commercial general liability limits and umbrella liability limits identified above are no longer reflective of then-current industry exposures and Licensor informs Licensee of same, then Licensor and Licensee shall in good faith meet and confer as early as reasonably practicable to mutually agree upon appropriate increases to said limits to cause them to be reflective of then-current industry standards. Such limit increases shall occur no more than once every five (5) years. If Licensee maintains insurance with limits higher than the minimum limits required by this **Appendix A**, then such higher limits shall apply as to comply with the limits required by this **Appendix A**. The insurance requirements in these General Terms and Conditions shall not be construed to limit or otherwise affect the liability of Licensee.

4. Policies and Certificates. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of the SLA and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Licensor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

[End of Document]



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: Vicksburg (Bridge Rd.)
JDE Business Unit: 870882

EXHIBIT A
to Site License Agreement

APPROVED ORDER

TT: E 1833970SR
Prepared by: R. Benson
Prepared on: 6/11/2025
Revised on: 8/11/2025
CROWN CASTLE STANDARD SLA

App Rev #: 6
LRF Rev #: 3
MLA #: 3196011



Order Information

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
708348	Emily Bair	May 16 2025	2151270	6

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Site Information

Site ID	Crown Castle Structure	Structure Height (ft)	Crown Castle Site Name
870882	A	349.3	Vicksburg (Bridge Rd.)
Crown Castle District	County		
AML	Warren		
Latitude	Longitude	Structure Type	Site Address
32° 20' 42.52"	-90° 52' 55.37"	SELF SUPPORT	799 Bridge St VICKSBURG, MS 39180

Order Parameters

Who is the customer?	What do you want to do?	First Time Install on Site?	What is the Scope of your Order?
Vicksburg MS, City of	License Agreement	Yes	Tower Equipment and Ground Space
	What is the scope of work?		
	Customer to install: two (2) Amphenol antennas WPA-70063-8CF-2-850, CL 325', azimuth 50 and 190.		
	One (1) hybrid cable 1-5/8", 3'x3' ground space in existing Crown Castle building, equipment mounted on the outside of the building in a 24x24 inch weatherproof box.		

Customer

Billing Company	Billing ID Number	Billing Address	
City of Vicksburg	3180343	1401 WALNUT ST VICKSBURG, MS 39180	
Operating Legal Entity	Operating Legal Entity ID		
City of Vicksburg	3180343		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
--	--	--	--
Customer Project Number	Customer Market	Customer Region	Customer Sub-Market
--	--	--	--
Project Management Vendor			
CUSTOMER SELF PERFORM			

Contacts

NAME	EMAIL	PHONE	ADDRESS
Bill Ford	billf@vicksburg.org		PO BOX 150 VICKSBURG, Mississippi 39181

RF Contacts

There are currently no Contacts for this order.

Configuration Review

Antennas

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
325	325	2	0	2	0	AMPHENOL / WPA-70063-8CF-EDIN-X	94.60	11.20	5.10	27.20

Tower Mounted Equipment

There are currently no TMEs for this order.

Feedlines

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D. (in)
325	325	1	0	1	0	COMMSCOPE / AVA7-50	1-5/8	2.01

Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
Other - With RF	8.00		901.125 - 901.125MHZ

All Receive frequencies are approved.

Cabinets

Number of Proposed Additional Cabinets

1

Lease Areas

Lease Area 2'0"x2'0" (4.00sq. ft.) - Proposed

There are currently no associations for this Lease Area.

Lease Area 3'0"x3'0" (9.00sq. ft.) - Proposed

Foundation Types

TYPE	LENGTH	WIDTH	HEIGHT	‘SQ. FT.	STATUS
Inside Crown building	3'0"	3'0"		9.00	Installed

Power

Do you need Crown to supply Power?

No

Battery Backup Required?

No

Equipment

Antennas

MANUFACTURER / MODEL	ANTENNA CENTERLINE (ft)	AZIMUTH	CUSTOMER MOUNT CLASS	MOUNT ORIENTATION	STATUS
AMPHENOL / WPA-70063-8CF-EDIN-X	325	50	SIDE ARM MOUNT	Mid-Mount	Proposed
AMPHENOL / WPA-70063-8CF-EDIN-X	325	190	SIDE ARM MOUNT	Mid-Mount	Proposed

Tower Mounted Equipment

There are currently no TMEs for this order.

Feedlines

TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
COAX	COMMSCOPE / AVA7-50	1-5/8	325	375	No	Proposed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CCiv" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.



Licensee Site Name: N/A
Licensee Site No.: N/A

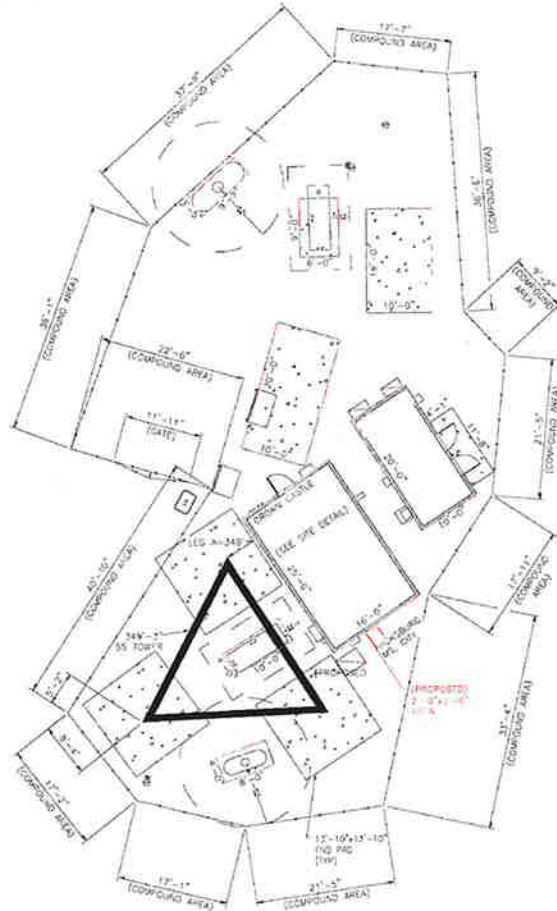
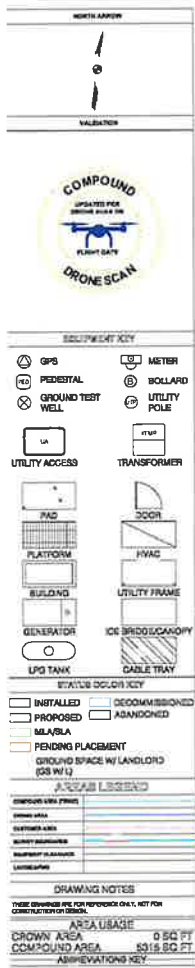
Licensor Site Name: Vicksburg (Bridge Rd.)
JDE Business Unit: 870882

EXHIBIT B
to Site License Agreement

SITE PLAN

TT: E 1833970SR
Prepared by: R. Benson
Prepared on: 6/11/2025
Revised on: 8/11/2025
CROWN CASTLE STANDARD SLA

App Rev #: 6
LRF Rev #: 3
MLA #: 3196011



no.	DATE	MEMO	DATE	MEMO	DATE	MEMO	DATE	MEMO
1	1997.10.1	MEMO	1997.10.1	MEMO	1997.10.1	MEMO	1997.10.1	MEMO
2	1997.10.2	MEMO	1997.10.2	MEMO	1997.10.2	MEMO	1997.10.2	MEMO
3	1997.10.3	MEMO	1997.10.3	MEMO	1997.10.3	MEMO	1997.10.3	MEMO
4	1997.10.4	MEMO	1997.10.4	MEMO	1997.10.4	MEMO	1997.10.4	MEMO
5	1997.10.5	MEMO	1997.10.5	MEMO	1997.10.5	MEMO	1997.10.5	MEMO
6	1997.10.6	MEMO	1997.10.6	MEMO	1997.10.6	MEMO	1997.10.6	MEMO
7	1997.10.7	MEMO	1997.10.7	MEMO	1997.10.7	MEMO	1997.10.7	MEMO
8	1997.10.8	MEMO	1997.10.8	MEMO	1997.10.8	MEMO	1997.10.8	MEMO
9	1997.10.9	MEMO	1997.10.9	MEMO	1997.10.9	MEMO	1997.10.9	MEMO
10	1997.10.10	MEMO	1997.10.10	MEMO	1997.10.10	MEMO	1997.10.10	MEMO
11	1997.10.11	MEMO	1997.10.11	MEMO	1997.10.11	MEMO	1997.10.11	MEMO
12	1997.10.12	MEMO	1997.10.12	MEMO	1997.10.12	MEMO	1997.10.12	MEMO
13	1997.10.13	MEMO	1997.10.13	MEMO	1997.10.13	MEMO	1997.10.13	MEMO
14	1997.10.14	MEMO	1997.10.14	MEMO	1997.10.14	MEMO	1997.10.14	MEMO
15	1997.10.15	MEMO	1997.10.15	MEMO	1997.10.15	MEMO	1997.10.15	MEMO
16	1997.10.16	MEMO	1997.10.16	MEMO	1997.10.16	MEMO	1997.10.16	MEMO
17	1997.10.17	MEMO	1997.10.17	MEMO	1997.10.17	MEMO	1997.10.17	MEMO
18	1997.10.18	MEMO	1997.10.18	MEMO	1997.10.18	MEMO	1997.10.18	MEMO
19	1997.10.19	MEMO	1997.10.19	MEMO	1997.10.19	MEMO	1997.10.19	MEMO
20	1997.10.20	MEMO	1997.10.20	MEMO	1997.10.20	MEMO	1997.10.20	MEMO
21	1997.10.21	MEMO	1997.10.21	MEMO	1997.10.21	MEMO	1997.10.21	MEMO
22	1997.10.22	MEMO	1997.10.22	MEMO	1997.10.22	MEMO	1997.10.22	MEMO
23	1997.10.23	MEMO	1997.10.23	MEMO	1997.10.23	MEMO	1997.10.23	MEMO
24	1997.10.24	MEMO	1997.10.24	MEMO	1997.10.24	MEMO	1997.10.24	MEMO
25	1997.10.25	MEMO	1997.10.25	MEMO	1997.10.25	MEMO	1997.10.25	MEMO
26	1997.10.26	MEMO	1997.10.26	MEMO	1997.10.26	MEMO	1997.10.26	MEMO
27	1997.10.27	MEMO	1997.10.27	MEMO	1997.10.27	MEMO	1997.10.27	MEMO
28	1997.10.28	MEMO	1997.10.28	MEMO	1997.10.28	MEMO	1997.10.28	MEMO
29	1997.10.29	MEMO	1997.10.29	MEMO	1997.10.29	MEMO	1997.10.29	MEMO
30	1997.10.30	MEMO	1997.10.30	MEMO	1997.10.30	MEMO	1997.10.30	MEMO
31	1997.10.31	MEMO	1997.10.31	MEMO	1997.10.31	MEMO	1997.10.31	MEMO

30	SITE NAME
25	Vincennes (Bridge Rd.)
20	BUSINESS UNIT NUMBER
15	STREET
10	SITE ADDRESS
5	700 Bridge Rd. VINCENNES, IN 47590 WARRICK COUNTY IND.
0	SHEET TITLE
	SITE PLAN
	SHEET NUMBER



SITE DETAIL

0775 NUMBER
 0775 NAME
 0775 NAME
 Visiting (Single R2)
 SUBSCRIBED DMT NUMBER
 COVER
 0775 ADDRESS
 FOR ADDRESS IN
 VISITING, WE 2180
 HAWAII COUNTY
 USA
 ENTRY TITLE
 BIRTH DETAIL
 BIRTH ADDRESS

Certificate Of Completion

Envelope Id: 3774F71D-7BD8-4620-8BA8-653CFD9B5CF5
 Subject: BU-870882_PLIC-1059588_ORD-708348_Vicksburg (Bridge Rd.)_Vicksburg MS, City of
 ApplicationId: 708348
 BusinessUnit: 870882
 License: 1059588
 District: AML
 Area: STA
 Source Envelope:
 Document Pages: 19
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 Robert Benson at Crown Castle
 2000 Corporate Drive
 Canonsburg, PA 15317
 robert.benson@crowncastle.com
 IP Address: 4.78.16.2

Record Tracking

Status: Original
 8/11/2025 8:17:47 AM

Holder: Robert Benson at Crown Castle
 robert.benson@crowncastle.com

Location: DocuSign

Signer Events

Taylor Whipkey
 Taylor.Whipkey@crowncastle.com
 Security Level:
 .Email
 ID: 7dec760d-cf26-436a-85db-3ff73a2458d0
 8/11/2025 9:57:24 AM

Signature

Completed

Using IP Address: 64.213.130.18

Timestamp

Sent: 8/11/2025 9:51:40 AM
 Viewed: 8/11/2025 9:59:33 AM
 Signed: 8/11/2025 10:03:20 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/11/2025 9:59:33 AM
 ID: d0d8dbd9-6236-4998-a671-e687d37640a4

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Execution Specialist
 executionspecialist.embedded@crowncastle.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

System Sync
 system.sync@crowncastle.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signer Events	Signature	Timestamp
Crown Supervisor, Contract Development (Verticals)		
Signing Group: Crown Supervisor, Contract Development (Verticals)		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Bill Ford billf@vicksburg.org Security Level: Email, Account Authentication (None)		Sent: 8/11/2025 10:04:05 AM Viewed: 8/11/2025 10:46:10 AM
Electronic Record and Signature Disclosure: Accepted: 8/11/2025 10:46:10 AM ID: 5ab4f389-b8eb-45f0-9560-e01f34a806d8		
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Adriana Goglio Adriana.Goglio@crowncastle.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/11/2025 10:04:02 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Vertical Licensing VerticalDocuSign@crowncastle.com Security Level: Email, Account Authentication (None)		Sent: 8/11/2025 10:04:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Read Only Customer Agreement readonlycustomeragreements@crowncastle.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/11/2025 10:04:04 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Compliance Compliancereview@crowncastle.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/11/2025 8:20:47 AM
Envelope Updated	Security Checked	8/11/2025 8:21:10 AM
Envelope Updated	Security Checked	8/11/2025 8:21:14 AM
Envelope Updated	Security Checked	8/11/2025 9:51:33 AM
Envelope Updated	Security Checked	8/11/2025 9:51:36 AM
Envelope Updated	Security Checked	8/11/2025 9:51:42 AM
Envelope Updated	Security Checked	8/11/2025 10:04:06 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

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To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

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To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

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Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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