

LICENSE AGREEMENT

1. This Agreement is made effective as of the date of the last signature hereto ("Effective Date") between Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) and the City of Madison, Wisconsin, a municipal corporation ("City"). City and Verizon Wireless are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".
2. Premises. The City hereby grants to Verizon Wireless the right to place in-building wireless equipment at certain permitted locations within the Monona Terrace Community and Convention Center located at One John Nolen Drive in the City of Madison (the "Premises"). The permitted locations for the placement of the Equipment are depicted on Exhibit A attached hereto. The Parties acknowledge that the Equipment is currently installed and City approves the current installation of Equipment.
3. Term. This Agreement shall be effective as of the Effective Date. The initial term shall be five (5) years commencing on the first day of the month following the Effective Date ("Commencement Date"), and shall automatically renew for two (2) successive five (5) year periods unless Verizon Wireless or the City gives the other party ninety (90) days prior written notice that it does not want to renew this Agreement. In the event Verizon Wireless shall continue to occupy or use the Premises after the expiration of this Agreement or any extension thereof, such holding over shall be deemed to constitute an occupancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the occupancy be deemed to be from one (1) year to one (1) year.
4. Fee. Commencing on the Commencement Date, Verizon Wireless shall pay the City a fee of Four Hundred Dollars and Zero Cents (400.00) per month which shall be due on the first day of each month. The fee may be prorated for any partial month in which this Agreement is in effect.
5. Use. Verizon Wireless' use of the Premises shall be limited to the installation, operation, maintenance, repair, and removal of the equipment described on Exhibit B attached hereto ("Equipment"). The parties acknowledge that this Agreement is non-exclusive and that the City will continue to use the Premises and shall have the right to lease or grant other licenses to one or more entities.

All improvements, equipment, antennas and conduits shall be at Verizon Wireless' expense and their installation shall be at the discretion and option of Verizon Wireless. Verizon Wireless shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates upon advance written notice to the City. Any material configuration changes are subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. In the event the City has not responded to Verizon Wireless' request for changes within thirty (30) calendar days, the changes will be deemed approved. It is understood and agreed that Verizon Wireless' ability to use the Premises is contingent upon its obtaining after the execution date of this License all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit Verizon Wireless use of the Premises as set forth above. The City shall cooperate with Verizon Wireless in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Verizon Wireless.

6. Acceptance of Premises. Installation of the Equipment on the Premises is conclusive evidence that Verizon Wireless accepts the Premises as suitable for the purposes of this Agreement and accepts the Premises and every part thereof in an as-is condition.

7. Interference. Verizon Wireless' installation, operation, maintenance, repair or removal of the Equipment shall not damage or interfere in any way with the City's use of the Premises or related repair and maintenance activities or such activities of others using the Premises. Verizon Wireless agrees to cease all such actions that materially interfere with the City's use of the Premises immediately upon actual notice of such interference, provided however, in such case, Verizon Wireless shall have the right to terminate this Agreement. The City agrees that any other tenants of the Premises who currently have or in the future take possession of the Premises will be permitted to install only such equipment that is of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to the then existing equipment of Verizon Wireless. The City at all times during this Agreement reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Premises in connection with Premises operations. Except in cases of emergency, the City will endeavor to provide Verizon Wireless with written notice in advance of any scheduled repair, maintenance, alteration, or improvement of the Premises that may affect the Equipment. The City shall attempt to minimize, at no additional expense to the City, any disturbance to Verizon Wireless' Equipment during such repairs, maintenance, alterations, or improvements. Verizon Wireless agrees to reimburse the City for any additional repair, maintenance, alteration or improvement costs that the City incurs as a result of Verizon Wireless' Equipment being located on the Premises.

Before installation of any Equipment on the Premises, Verizon Wireless shall provide to the City, at Verizon Wireless' expense, an interference study indicating whether Verizon Wireless' intended use will interfere with the City's operation of the Premises or any existing City communications activities.

8. RF Emissions.
- a. Verizon Wireless shall be responsible for ensuring that the Equipment does not cause radio frequency ("RF") emissions that are in excess of the safe limits established by the FCC (the "RF Standards"). By installing the Equipment, Verizon Wireless shall have represented to the City that the Equipment itself shall not violate, or, in conjunction with other RF sources at the Premises as of the Effective Date, violate the RF Standards. Verizon Wireless represents and warrants that it will comply with all FCC rules and regulations regarding RF emissions.
 - b. Verizon Wireless shall cooperate with the City in reducing RF exposure to maintenance personnel by powering down the Equipment, as necessary, during periods of maintenance at the Premises. The City shall provide Verizon Wireless with as much advance notice of any City maintenance as is reasonably available.
9. Construction or Mechanics Liens.
- a. Verizon Wireless shall not suffer or permit any construction or mechanics' liens to be filed, or if filed, to remain uncontested, against the Premises, nor against Verizon Wireless' interest in the Premises, by reason of work, labor services or materials supplied or claimed to have been supplied to Verizon Wireless or anyone working on the Premises through or under Verizon Wireless; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or material person for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises or any part thereof, nor as giving Verizon Wireless any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or construction liens against the Premises.
 - b. If any such construction or mechanics' lien shall at any time be filed against the Premises, Verizon Wireless covenants that it will take and diligently prosecute appropriate action, within thirty (30) days of receipt of written notice, to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, material person, laborer or any other person relating to or arising because of any improvements or alterations on or to the

Premises, and that it will also defend on behalf of the City, at Verizon Wireless' sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein.

10. Special Conditions.

- a. Verizon Wireless shall be responsible for the installation, operation, maintenance, repair and removal of Equipment, including repair of any damage to the Premises. All installation, operation, maintenance, repair and removal activities shall have appropriate work zone signage and be conducted so as to not impede or limit the use of the Premises by the City or its invitees. With respect to damage to the Premises caused by Verizon Wireless or its contractor(s), such damage must be repaired at Verizon Wireless' expense and to the satisfaction of the City. If Verizon Wireless fails to repair such damage within a reasonable time, then the City may elect, upon providing written notice to Verizon Wireless, to have repairs made, with all costs billed to Verizon Wireless.
- b. The City shall not be liable for any damage to the Equipment other than that caused by the City's negligence or willful misconduct. This Paragraph shall survive termination and assignment or transfer of this Agreement.
- c. The Equipment shall remain the exclusive property of Verizon Wireless.
- d. Any modifications to the Equipment shall be subject to the written approval of the City before Verizon Wireless may begin the modification of the Equipment, said approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding any provision of this Subparagraph to the contrary, without obtaining the City's prior consent, Verizon Wireless shall have the right to replace any or all of its Equipment installed on or about the Premises with replacement Equipment of the same kind, which is reinstalled in the same place and position and is of the same size and weight as the replaced Equipment.
- e. Verizon Wireless shall have non-exclusive access to the Premises during weekdays between the hours of 8:00 am and 5:00 pm to install or repair its Equipment with 48-hour advance notice. Access to the Premises on weekends or between the hours of 5:00 pm and 8:00 am, in the event of an emergency shall be coordinated through City's Building Maintenance Supervisor at (608) 261-4154, and Verizon wireless agrees to reimburse the center for a minimum (3) three hours labor for this supervision at the current hourly rate of the responding employee.
- f. The City does not guarantee continuous power at the Premises. In the event of a disruption in power at the Premises, the City will endeavor to restore power during normal workday hours. Verizon Wireless has the right to install emergency backup batteries capable of providing eight (8) hours of power, to comply with FCC requirements.

11. Taxes

- a. Real Estate Taxes. The City is a tax exempt entity. Should any State of Wisconsin statute require that the City property on which the Equipment is located be subject to real estate taxes or assessments, Verizon Wireless shall be liable for its proportionate share of all such real estate taxes and assessments on a pro rata square foot basis based on the amount of space actually occupied by Equipment.
- b. Personal Property Taxes. Verizon Wireless shall pay, before delinquency, all municipal, county and state or federal taxes assessed against its Equipment.

12. Indemnification Verizon Wireless shall be liable to and agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any

person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Verizon Wireless and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Agreement, excepting any claims or liability caused by the gross negligence or willful misconduct of the City. This Paragraph shall survive termination and assignment or transfer of this Agreement.

13. Insurance. Verizon Wireless shall carry commercial general liability insurance covering as insured the Verizon Wireless and including the City, its officers, officials, agents (not including contractors and subcontractors) and employees as additional insureds as their interests may appear under this Agreement, with a minimum limit of \$1,000,000 per occurrence, including contractual liability in the same amount, and apply on a primary and noncontributory basis. Upon receipt of notice from its insurer(s) Verizon Wireless shall provide the City thirty (30) days advance written notice of cancellation of any required coverage during the term of this Agreement. As evidence of this coverage, Verizon Wireless shall furnish the City with a certificate of insurance reasonably approved by the City, and if requested by the City Risk Manager, the Verizon Wireless shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Agreement is in effect, Verizon Wireless shall provide a renewal certificate to the City for approval. The City Risk Manager will not request a copy of the policy or policies unless a claim is made or a suit is filed against the City arising from actions covered by this Agreement.
- a. Self-insurance option: Notwithstanding the foregoing, Verizon Wireless shall be entitled to self-insure all or part of the foregoing insurance coverages. However, if Verizon Wireless self-insures and ceases to self-insure to the standards required above or is unable to provide continuing evidence of financial ability to self-insure to these standards, Verizon Wireless shall promptly obtain the commercial general liability insurance required above. Furthermore, Verizon Wireless shall provide the City with defense and self- insurance coverage on a primary and non-contributory basis, as if the City were an additional insured under Verizon Wireless's insurance policies.
 - b. Copies of Policies: Upon receipt thereof, City agrees to maintain Verizon Wireless's insurance information confidential and agrees not to publicly disclose such information except when required by the Wisconsin Public Records Law (WPRL), Wis. Stat. §§ 19.21- 19.39, or if necessary as part of a claim or suit filed against the City. City agrees to notify Verizon Wireless if it determines that Verizon Wireless's insurance information is subject to disclosure under the WPRL. If Verizon Wireless believes that the insurance information should not be subject to disclosure, Verizon Wireless shall provide the specific legal grounds justifying its position that the requested information is exempt from disclosure. Verizon Wireless acknowledges that general references to sections of the WPRL shall not suffice and Verizon Wireless must provide a specific and detailed legal basis, including applicable case law, that establishes that the requested information is exempt from disclosure. If Verizon Wireless does not provide City with a specific and detailed legal basis for withholding the information within five (5) business days, the City may release such information and Verizon Wireless shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees for the release of such information. Additionally, Verizon Wireless shall defend, at its expense, and indemnify and hold harmless the City, its elected officials, officers, and employees from and against any action, claim or liability arising or resulting from the City's refusal to release information withheld at Verizon Wireless's request. Verizon Wireless's obligations herein include, but are not limited to, all reasonable attorney's fees, reasonable costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings.

14. Assignment. Verizon Wireless shall not assign this Agreement without the prior written consent of the City. Said consent may be withheld at the sole discretion of the City. Notwithstanding the foregoing, Verizon Wireless shall be permitted to assign this Agreement without such consent, provided that such assignment includes a written assumption of all of Verizon Wireless' obligations hereunder, to any entity which controls, is controlled by, or is under the common control of Verizon Wireless, or to any entity resulting from any merger or consolidation with Verizon Wireless, or to any partner of Verizon Wireless, or to any partnership or limited liability company in which Verizon Wireless is a general partner or managing member, or to any person or entity which acquires all of the assets of Verizon Wireless' wireless broadband system.
15. Events of Default. Any one or more of the following events is an Event of Default under this Agreement and shall entitle the City, at its sole option, to declare this Agreement void or terminated and to cause the removal of all Equipment installed on the premises at the sole expense of Verizon Wireless:
 - a. If payment due under this Agreement is not paid when due and the nonpayment shall continue for fifteen (15) days after written notice to Verizon Wireless;
 - b. Noncompliance or breach of the performance or observance of any other of the covenants or conditions on the part of Verizon Wireless in this Agreement and the continuance thereof for a period of thirty (30) days after receipt by Verizon Wireless of written notice from the City specifying such noncompliance or breach and requesting that it be corrected, provided, however, that Verizon Wireless shall have such extended time as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and if Verizon Wireless commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion;
 - c. Verizon Wireless' abandonment of the Equipment; or
 - d. Verizon Wireless becomes insolvent or the subject of state insolvency proceedings, fails generally to pay its debts as they become due or makes an assignment for the benefit of creditors.
16. Termination by Verizon. Verizon Wireless shall have the right to terminate this Agreement any time during the initial term of this Agreement or any renewal term by giving the City a minimum of ninety (90) days written notice of termination.
17. Rights Upon Expiration, Revocation or Termination. Upon the expiration, revocation or termination of this Agreement for any cause, Verizon Wireless' rights in the Premises shall cease, and Verizon Wireless shall immediately remove its Equipment pursuant to the provisions of Paragraph 19.
18. Environmental. The City will be responsible for all obligations of compliance with any and all applicable environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the building or property, unless such conditions or concerns are caused by the specific activities of Verizon Wireless in the Premises.
19. Compliance. Verizon Wireless shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City of Madison, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Premises or the Equipment. Verizon Wireless may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Verizon Wireless agrees that any such contest shall be prosecuted to

a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

20. Removal and Disposal of Equipment. Within thirty (30) days of the expiration, revocation, or termination of this Agreement, Verizon Wireless, at its sole cost, shall remove from the Premises all its Equipment. Verizon Wireless also shall repair any damages it causes to the Premises to a condition equivalent to that which existed prior to the date that Verizon Wireless first installed its Equipment on the Premises, reasonable wear and tear excepted. Removal of Equipment and repair of the Premises shall be accomplished to the reasonable satisfaction of the City, however, during such removal and repair period, Verizon Wireless' right to use the Premises shall be limited to removal and repair activities. In the event Verizon Wireless fails to accomplish said removal and repair, the City may cause the removal and repair to be accomplished at Verizon Wireless' expense and with no liability or cost to the City.
21. Notices. All notices to be given under the terms of this Agreement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below:

For the City: Executive Director
 Monona Terrace Community and Convention Center
 One John Nolen Drive
 Madison, WI 53703

For Verizon Wireless: Cellco Partnership d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attn: Network Real Estate

With a copy to: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, New Jersey 07920

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

22. Severability. If any term or provision of this Agreement or the application thereof to the City or Verizon Wireless or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to the City or Verizon Wireless or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.
23. Non-Discrimination. In the performance of its obligation under this Agreement, Verizon Wireless agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Verizon further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract under this Agreement because of race, religion, color, age, disability, sex or national origin.

24. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Verizon Wireless shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Verizon Wireless therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
25. Subordination
 - a. This agreement is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Premises.
 - b. Verizon Wireless shall subordinate its rights in this Agreement, without compensation, at the request of the City to provide easements and rights of ways for all public and private utilities across or along the Premises.
26. Authorized Agent. The City's Executive Director of Monona Terrace or his or her designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Agreement, with authority to administer this Agreement lawfully on behalf of the City.
27. Entire Agreement. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.
28. Law Applied. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin courts.
29. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
30. Replacement Agreement. This Agreement shall replace the License Agreement dated May 14, 2008 by and between City and Verizon Wireless Personal Communications LP, predecessor in interest to Verizon Wireless, and known to Verizon Wireless as contract number 75623 ("Original License"). The Original License shall terminate and shall be considered null and void upon the Effective Date of this Agreement and no further notice of termination or additional writing shall be necessary on the part of either party. The parties agree that Verizon Wireless shall make rent payments per the Original Lease up to the Effective Date. On the Effective Date, the terms of this Agreement shall govern all rights and obligations of the parties with respect to the Premises and all rent payments shall be made pursuant to this Agreement.

[SIGNATURE PAGE FOLLOWS]

Site Name: Monona Terrace
MDG: 5000395853

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Cellco Partnership d/b/a Verizon Wireless

By: _____ Date: _____
Name: _____
Title: _____

CITY OF MADISON
A Wisconsin municipal corporation

By: _____ Date: _____
Judith Karofsky,
Monona Terrace Board Chair

By: _____ Date: _____
Connie Thompson
Monona Terrace Executive Director

Site Name: Monona Terrace
MDG: 5000395853

Exhibit A
(see attached)