CB - 15 - 17

TO APPROVE A WATER TOWER AND GROUND SPACE LEASE TO USCOC OF GREATER OKLAHOMA LLC FOR WATER TOWER SPACE AND LAND ON THE CHOCTAW NATION CAPITOL GROUNDS IN TUSKAHOMA, OKLAHOMA FOR PLACEMENT OF CELLULAR MOBILE RADIO BASE STATION

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

RONALD PERRY INTRODUCED THE FOLLOWING COUNCIL BILL

A COUNCIL BILL

TO APPROVE to approve a water tower and ground space lease to United States Cellular Operating Company of Greater Oklahoma, LLC ("USCOG") for water tower and ground space on land belonging to the Choctaw Nation of Oklahoma (USA in trust) at the capitol grounds in Tuskahoma, Oklahoma for placement of cellular common carrier mobile radio base station operations, including related telecommunications functions.

WHEREAS, in accordance with Article VII, Section 1 of the Constitution of the Choctaw Nation of Oklahoma, the Chief shall perform all duties pertaining to the Office of the Chief Executive. He shall sign official papers on behalf of the Nation, and

WHEREAS, USCOG, has proposed to execute an Option to Lease and Lease for attachment locations on the water tower located at the Nation's capitol grounds and for ground space adjacent to the water tower for placement of a radio station equipment shelter, and

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval for the proposed Option to Lease and Lease in favor of USCOC of Greater Oklahoma, LLC of water tower space and land belonging to the Choctaw Nation of Oklahoma (USA in trust) at the capitol grounds in Tuskahoma, Oklahoma.

CERTIFICATION

I, the undersigned, as speaker of the Tribal Council of the Choctaw Nation of Oklahoma, do hereby certify that the Tribal Council is composed of twelve (12) seats. Eight (8) members must be present to constitute a quorum. I further certify that eleven *(*11*) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma on* October 8, 2016. *I further certify that the foregoing Council Bill CB-* 15 *-17 was adopted at such meeting by the affirmative vote of* eleven *(*11*) members,* zero *(*0*) negative votes, and* zero *(*0*) abstaining.*

Delton Cox, Speaker
Choctaw Nation Tribal Council

Ronald Perry, Secretary
Choctaw Nation Tribal Council

Gary Batton, Chief
Choctaw Nation of Oklahoma

Date 10/08/2016

TOWER AND GROUND SPACE LEASE

This Tower and Ground Space Lease (the "Lease") is made by and between the Choctaw Nation of Oklahoma and the Secretary of the Interior for the United States of America acting for and on behalf of the Choctaw Nation of Oklahoma (when required) hereinafter referred to as "Landlord", and USCOC of Greater Oklahoma, LLC, an Oklahoma limited liability company, Attn.: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

WHEREAS, Landlord owns a water tower (the "Tower") located on a parcel of land held in trust status by the United States (the "Site"), at a Latitude of N 34-38-36.11 and Longitude W 95-16-50.13 (NAD 83), with an address of 163519 N 4355 Road in the City of Tuskahoma, in Pushmataha County, State of Oklahoma, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

   a. Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described premises (the "Premises") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Site:

      (i) Attachment locations upon the Tower at a height of 96' for the placement and affixing of 6 cellular antennas, at the heights and orientations shown on Exhibit B attached hereto;

      (ii) Attachment locations upon the Tower at a height of 103' for the placement and affixing of a microwave radio dish antenna at the height and orientation shown on Exhibit B attached hereto (the attachment locations described in Section 1(a)(i) and 1(a)(ii) are referred to herein as the "Tower Space"; and

      (iii) A parcel of ground space adjacent to the base of the Tower, measuring approximately 20 feet by 30 feet as shown on Exhibit C attached hereto (the "Ground Space"), for the placement of a radio station equipment shelter ("Tenant's Building") upon a poured concrete foundation.

During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), extension thereof, and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Site to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Site (collectively the "Tests"), only to the extent necessary to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or

appropriate at Tenant's reasonable discretion for its use of the

Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Site that, in the opinion of Tenant, are necessary in Tenant's reasonable discretion to determine the physical condition of the Site, the environmental history of the Site, Landlord's title to the Site, and the feasibility or suitability of the Site for Tenant's permitted use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection. Provided, however, that Tenant shall coordinate any testing that requires disturbance of the ground with Landlord and any other entity that the Landlord may designate, to ensure that all utility lines are marked and that historical preservation requirements are met. Tenant will be responsible for damage to any utility lines (whether electrical, water, or otherwise) caused by Tenant's testing activities.

b. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Four Hundred dollars ($400.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional Four Hundred dollars ($400.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof. Payments will be made directly to the Choctaw Nation of Oklahoma. Unless arrangements are made for electronic payment, Tenant will mail option payments to the Choctaw Nation of Oklahoma at the following address:

Choctaw Nation of Oklahoma
Attn: Accounts Receivable
P.O. Box 1210
Durant, OK 74702

c. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. The Notice shall specify the requested Commencement Date, which shall not be earlier than 15 days from the date of the Notice and not later than the last day of the Initial Option Term or Extended Option Term, as applicable. If no Commencement Date is specified in the Notice, the Commencement Date shall be thirty days from the date of the notice. If Landlord determines that Commencement Date would substantially interfere with its activities or pose a hazard to persons or property, Landlord and Tenant will confer and mutually agree upon an acceptable Commencement Date, which shall be memorialized in writing. If Tenant exercises the Option, then Landlord shall lease the Premises to the Tenant on, and subject to, the terms and conditions of this Lease.

2. Easements. Landlord hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be irrevocable for the duration hereof:

   a. The right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space and the Tower Space (all such items, along with the items attached on Exhibit B hereto, are collectively referred to herein as the "Equipment"), as Tenant, in its reasonable discretion, deems necessary or desirable for the conduct of Tenant's business, subject to Landlord's prior consent to any significant changes which Tenant may from time to time propose to make to said Equipment, which consent shall not unreasonably be withheld or delayed. Any changes that would (i) materially interfere with Landlord's water storage, infrastructure, technological, or communications operations or (ii) subject Landlord to FAA, FCC, or other governmental regulatory registration requirements, where such requirements would not apply in the absence of such changes, are deemed significant and may be refused by Landlord;

   b. The right to extend and connect utility lines between Tenant's Building and suitable utility company service connection points;

   c. The right to travel between the Premises and the public road over the Site and other routes which Landlord is entitled to use; and

   d. The rights to traverse other portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant's purposes as contemplated herein.

3. Use of Premises. Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, back-up power devices, legally required signage and performance monitoring functions, but for no other use or purpose. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.

4. Initial Term. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be ten (10) years (the "Initial Term"), commencing upon the Commencement Date (as hereinafter defined below) and terminating at midnight on the day in which the tenth (10th) anniversary of the Commencement Date falls.

5. Option to Renew. If Tenant is not in violation of the lease upon expiration of the Initial Term, this Lease shall automatically extend for one additional term of ten (10) years (a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of its intention to terminate this Lease at least sixty (60) days before expiration of the Initial Term

6. Option to Terminate. Tenant shall have the right to terminate this Lease at any time by giving Landlord thirty days written notice prior to the date of such termination ("Termination Date"). During the Initial Term of this Lease, Landlord may only terminate this lease for breach of Tenant, when a force majeure event or government action makes continuance of the lease impossible, or as provided in paragraphs 11, 12 or 29(b). During

the Renewal Term, Landlord may terminate this lease for any reason by giving Tenant at least 12 months advance written notice of termination. The Indemnification obligations of each party contained in Section 20 and Tenant's requirement to remove improvements as provided in Section 33 shall survive termination of the Lease.

7. Base Rent. Commencing on the Commencement Date, Tenant shall pay Base Rent to Landlord in the amount of Four Hundred ($400.00) dollars per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Rent payments for the entire Initial Term and/or Renewal Term, as applicable, may be made on a monthly basis or in advance on an annual basis. Unless otherwise provided in this lease, rent payments may not be made or accepted more than one year in advance of the due date. Rent payments are due at the time specified in this lease, regardless of whether the Tenant receives an advance billing or other notice that a payment is due. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

   Rent payments will be made directly to the Choctaw Nation of Oklahoma. Unless arrangements for electronic payment are made or as otherwise notified by Landlord in writing, rent payments shall be made payable to the Choctaw Nation of Oklahoma and shall be sent to
   Choctaw Nation of Oklahoma
   Attn: Accounts Receivable
   PO Box 1210
   Durant, OK 74702

8. Adjusted Rent. At the beginning of the Renewal Term, if applicable, the Rent shall be increased by ten (10%) percent over the previous term's Rent.

9. Interest. It is understood and agreed between the parties hereto that in the event that any installment of rent is not paid within ten (10) days after becoming due, interest at the rate of twelve percent (12%) per annum upon such delinquent installment of rental will become due and payable from the date such rental became due until paid. The failure to pay such amounts will be treated as a lease violation.

10. Tenant's Personal Property. Landlord acknowledges and agrees that all of Tenant's Equipment and other personal property of Tenant kept or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting Landlord's interest in the Premises, whether existing as of the date hereof or arising hereafter, Landlord and Tenant hereby agree, acknowledge and declare that Tenant's

Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that Landlord shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.

11. Due Diligence. Tenant will complete installation of Tenant's building and equipment within 30 days of the Commencement Date. This schedule may be changed by mutual consent of the Choctaw Nation of Oklahoma and Tenant. To change this schedule, the parties will confer in good faith and will designate the new schedule in a writing signed by both parties. If installation does not occur, or is not expected to be completed within the scheduled time, Tenant must provide Landlord and the BIA with an explanation of good cause as to the nature of any delay, the anticipated date of completion, and evidence of progress toward commencement. Landlord may cancel this lease in its sole discretion if Tenant fails to comply with this provision.

12. Permanent Improvements. At this time, the parties do not contemplate the construction of permanent improvements. However, if the need for permanent improvements later arises, the parties will confer in good faith and mutually agree in writing upon the nature, type, and general schedule of construction for such permanent improvements. If the parties disagree about whether permanent improvements are needed, either party may terminate this agreement upon thirty days written notice. Tenant will be required to complete construction of any permanent improvements within the schedule specified in the general schedule of construction. The parties may mutually agree to change the general schedule of construction by conferring with one another and agreeing upon a new schedule. If construction does not occur, or is not expected to be completed within the time period specified, the Tenant must provide the Choctaw Nation of Oklahoma and BIA with an explanation of good cause as to the nature of any delay, the anticipated date of construction of facilities, and evidence of progress toward commencement of construction. Landlord may cancel this lease in its sole discretion if Tenant fails to comply with these requirements. Unless otherwise agreed in writing, during the term of this lease, permanent improvements constructed by Tenant shall belong to Tenant and upon termination of this Lease, ownership of such improvements shall vest in Landlord. Tenant shall cooperate in executing any written instrument necessary to convey such title. If Tenant fails to execute such instruments, this lease shall operate as valid evidence of such conveyance

13. Equipment Updates. Tenant agrees to properly maintain and regularly update its Equipment and technology in order to provide Nation with the best signal possible. Updates shall be made in accordance with USCOG's standard business practices which shall be consistent with industry standards, or approximately every three years, whichever is more frequent.

14. Tower Maintenance.

    a. Landlord represents that it has the right and responsibility to repair and maintain the Tower and surrounding property, including but not limited to, snow removal on the ground. For clarification, Landlord shall not be required to remove snow or ice upon the Tower. If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligence of Tenant or its agents, so as to render it substantially unusable for Tenant's intended use, the Rent shall abate until Landlord, at Landlord's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the Tower within thirty (30) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving

Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises.

b. If applicable, Landlord shall have the right to request Tenant's relocation once during any ten (10) year period for the purpose of completing general maintenance or painting to or on the Tower, so long as Landlord provides Tenant with six (6) months advance notice in writing to Tenant. This notice requirement shall not affect any situation where Landlord must request Tenant's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or Landlord's other tenants. In the event of a relocation request under this Section, Tenant agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the Landlord, Landlord shall waive any permit fees for Tenant for its reinstallation. Landlord shall provide space satisfactory to Tenant in the location shown in the Site Drawing attached hereto as Exhibit A in order for Tenant to operate temporary cellular facilities during the course of any maintenance that cannot be completed without Tenant's relocation. Landlord shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.

15. Aviation Hazard Marking. Landlord shall ensure that the Tower is fully compliant, at all times, with any and all applicable governmental requirements, including tower marking, lighting, maintenance, and inspection. This obligation is only with respect to the Tower itself; Tenant is responsible for compliance with any governmental requirements that may apply due to Tenant's installation of equipment.

16. FCC and FAA Tower Registration. Landlord warrants to Tenant that the Tower has been registered by the tower owner with the FCC and the FAA, if required by the FCC and the FAA. Additionally, Landlord warrants to Tenant that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, Landlord shall ensure that the tower owner shall take all necessary actions to register the Tower and Tenant will cooperate with Landlord as needed for such registration. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration, if applicable. The obligation of Landlord described herein is only with respect to the Tower itself; Tenant is responsible for registration of Tenant's equipment, if registration is required by the FCC, FAA, or any other entity. Upon request from Landlord, prior to commencing installation of Tenant's equipment at the Premises Tenant shall provide to Landlord customary documentation establishing that Tenant's proposed installation complies with FAA and Federal Communications Commission ("FCC") requirements. Tenant understands that the installation of Tenant's Equipment as contemplated in this lease will not cause the Tower to be subject to FAA registration based on height or slope limits in effect at the time of signing and Tenant agrees not to make changes to the Equipment specified within this lease or the accompanying Exhibits or to install different Equipment that would cause the Tower to be subject to FAA registration based on the height and/or slope limits.

17. Utilities. Landlord shall ensure that utility services are accessible and available at the Site for Tenant's intended use. Tenant shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations.

18. Access. Tenant shall have unrestricted access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Landlord may impose.

19. Compliance with Laws. Subject to Sections 11 & 12, Tenant shall, at Tenant's cost and

expense, comply with all federal, tribal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.

20. Mutual Indemnification.

a. To the extent permitted by applicable law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from

(i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or

(ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

b. Tenant holds the United States and Landlord harmless from any loss liability, or damages resulting from the Tenant's use or occupation of the Premises.

c. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from

(i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or

(ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

21. Insurance.

a. Tenant shall maintain on an occurrence basis and at Tenant's sole cost, commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of Two Million and No/100 Dollars ($2,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars ($1,000,000); automobile liability insurance (owned and non-owned) insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars ($1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall cause Landlord and the United States to be added as an additional insured, by endorsement issued by the insurer if endorsement is required by Tenant's insurers, to all policies except worker's compensation. Tenant shall provide Landlord with

evidence of such insurance in the form of a certificate of insurance and production of the proper insurer-issued endorsement prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term. Tenant shall not cancel or reduce the coverage of this insurance during the term of this Lease. Tenant shall endeavor to provide at least 30 day's advance written notice to Landlord of cancellation of such insurance policies. Cancellation (without replacement coverage) or reduction of coverage shall be considered a default by Tenant and in such event, Landlord may elect to terminate this lease or to obtain substitute insurance and recover the cost of the same from Tenant.

b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars ($1,000,000) as well as all risk property insurance covering all Landlord fixtures, improvements, and personal property at full replacement value with commercially reasonable deductibles. In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars ($1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.

22. Interference. Landlord shall not use, nor shall Landlord permit its tenants to use, any portion of the Tower or the Site in any way which interferes with the FCC-licensed operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to promptly cause any such interference to be eliminated, unless such use is incident to an emergency, is necessary to protect persons from injury or death, or is necessary for Landlord's operations (e.g. wireless internet or communications installation and use, water storage, infrastructure uses, etc.). If said interference cannot be eliminated within five (5) days after receipt of notice that such interference is occurring, Landlord shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected. In the event any such interference does not cease promptly after Landlord's receipt of notice of said interference, Tenant shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference (except when the interference is incident to the allowable causes listed in the second sentence of this paragraph or to terminate this Lease.

23. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. If such failure is not cured within the time allowed, the non-breaching party may terminate this Lease without further notice. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 22 hereof. Notwithstanding anything herein, if either party should

take (or fail to take) action and such action or non-action constitutes a violation of applicable law this shall be considered a breach and the 30 day cure period will not apply; in such an event the non-breaching party may terminate the lease without penalty or allow a reasonable cure period. However, the non-breaching party will deal reasonably and in good faith with a breaching party when the violation is minor and in the opinion of the non-breaching party can be satisfactorily and expeditiously cured.

24. Attorneys' Fees and Expenses. The prevailing party in any litigation arising under this Lease shall be entitled to recover from the non-prevailing party all costs and expenses arising therefrom, including reasonable attorneys' fees as awarded by the court of competent jurisdiction.

25. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

26. Title, Access and Authority. Landlord covenants and warrants to Tenant that the site is located on trust lands; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.

27. Assignment of Tenant's Interest. The Lease shall be freely assignable, without Landlord's consent to; i) any subsidiary of Tenant, ii) United States Cellular Operating Company LLC, or iii) United States Cellular Corporation. Any other assignments, subleases, or mortgages of the leasehold interests may only be authorized with the written consent of the Landlord in the same manner the original Lease was approved and with the approval of the Secretary of the Interior.

28. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Site, and that Landlord has no knowledge of such uses historically having been made of the Site or such substances historically having been introduced thereupon.

    Tenant indemnifies the United States and Landlord against all liabilities or costs relating to the use, handling, treatment, removal storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the Premises that occurs during the Lease term, regardless of fault, with the exception that the Tenant is not required to indemnify the Choctaw Nation of Oklahoma for liability or cost arising from the Choctaw Nation of Oklahoma's negligence or willful misconduct or for any hazardous materials existing on the Premises prior to Tenant's occupancy of the Premises.

29. C Radio Frequency Emissions Requirements.

    a. It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC.

Landlord shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility.

b. Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing with any other broadcasters pro rata the costs associated with bringing the Tower into compliance. If Tenant is the only broadcaster, all such costs will be paid by Tenant. Alternatively, if Landlord determines in its sole discretion that bringing the Tower into compliance would place a significant burden on Landlord, Landlord may elect to terminate this Lease.

30. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

31. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT:

USCOC of Greater Oklahoma, LLC
Attention: Real Estate Department
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

LANDLORD:

Choctaw Nation of Oklahoma
Attn: Real Property Management
PO Box 1210
Durant, OK 74702
Phone: 580-924-8280

with copies to:

Choctaw Nation of Oklahoma
Legal Dept.
PO Box 1210
Durant, OK 74702
Phone: 580-924-8280

and

Choctaw Nation of Oklahoma
IT Department
1100 West Main Street
Durant, OK 74701
Phone: 580-924-8280

32. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.

33. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Premises and surrender the Premises to Landlord in good condition, reasonable wear and tear excepted.

34. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations within a reasonable period of time after receipt of written notice (including but not limited to the obligation to make repairs to the water tower) that are needed to prevent substantial damage to property or to protect the health, safety, and welfare of Tenant, Landlord or Landlord's other tenants, Tenant shall have the right, but not the obligation, upon giving the Landlord at least fifteen (15) business days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations in a workmanlike manner and at reasonable expense considering the existing circumstances, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred in performing such obligations of Landlord shall, at the election of the Tenant, either promptly be reimbursed by Landlord with interest at the highest rate allowed by applicable law or Tenant taking a credit against the rent in the amount of the cost and expenses.

35. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under applicable tribal, state and federal law in the enforcement of this Lease.

36. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and

assigns.

37. Recording of Lease. This Lease and any authorized assignments will be recorded in accordance with the provisions of Title 25 CFR 162.443. Tenant is responsible for recording authorized assignments or subleases when BIA approval is not required.

38. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by applicable law.

39. Choice of Law. This Lease will be interpreted and construed in accordance with the laws of the State in which the Premises is located, without respect to any conflict of laws provisions.

40. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

41. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.

42. Modifications. This Lease may not be modified, except in writing signed by both parties.

43. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Lease.

44. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease and the Lease is approved by the Secretary of the Interior.

45. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy of image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

46. Bond: The requirement for bond or alternative form of security is waived based on the Choctaw Nation of Oklahoma's request for waiver and its determination that a waiver of performance bond or alternative form of security is in its best interest.

47. Non-exclusivity. Tenant understands and agrees that this Lease is non-exclusive and that except for the Premises, Landlord may lease tower space to any other entity or person it deems appropriate.

48. No Warranty. Limitation of Liability. EXCEPT FOR THE SPECIFIC OBLIGATIONS OF LANDORD TO MAINTAIN THE PREMISES AS SET FORTH HEREIN, LANDLORD MAKES NO OTHER WARRANTIES TO TENANT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO LOSS OF USE OR LOSS OF PROFITS, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS, IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR TO CLAIMS FOR PERSONAL INJURY OR DEATH.

49. Miscellaneous.
    a. The obligations of Tenant and its sureties to the Choctaw Nation of Oklahoma are also enforceable by the United States, so long as the land remains in trust or restricted status;
    b. There must not be any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the leased premises;
    c. The Tenant must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements under 25 CFR §162.014;
    d. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Tenant will contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition;
    e. BIA has the right, at any reasonable time during the term of the lease and upon reasonable notice, in accordance with 25 CFR §162.464, to enter the leased premises for inspection and to ensure compliance; and
    f. BIA may, at its discretion, treat as a lease violation any failure by the Tenant to cooperate with a BIA request to make appropriate records, reports, or information available for BIA inspection and duplication. We may treat any provision of a lease document that violates Federal law as a violation of the lease.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the full execution of this Lease.

LANDLORD: Choctaw Nation of Oklahoma	TENANT: USCOC of Greater Oklahoma, LLC
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: Vice President
Date _____	Date: _____

STATE OF)
)
COUNTY OF)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that_____, the_____, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that he signed the said Lease as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this_____day of_____, 20 .

_____
Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that_____, Vice President, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this_____day of_____, 20 .

_____
Notary Public

My commission expires _____

I have determined that this action (is) (is not) a major federal action within the scope of the National Environmental Policy Act of 1969, 42 U.S.C. 4321.

_____
Agency Environmental Officer

_____
Date

****

Approved:
Pursuant to 25 CFR 162.441 and under authority delegated by 209 DM 8, 230 DM 1, and 3 IAM 4.

_____

Regional Director, Bureau of Indian Affairs
Eastern Oklahoma Region

_____

Date

EXHIBIT A

Legal Description of Landlord's Property

LEASE AREA DESCRIPTION

A TRACT OF LAND CONTAINED WITHIN THE NORTH-HALF (N/2) OF THE NORTH-HALF (N/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION FOURTEEN (14), TOWNSHIP TWO (2) NORTH, RANGE NINETEEN (19) EAST OF THE INDIAN BASE AND MERIDIAN, PUSHMATAHA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 1°21'06" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 2185.25 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 547.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°00'00" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 4°00'00" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 86°00'00" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 4°00'00" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 600.00 SQUARE FEET, OR 0.014 ACRES, MORE OR LESS.

ACCESS AND UTILITY EASEMENT DESCRIPTION

A TRACT OF LAND BEING 30.00 FEET IN WIDTH CONTAINED WITHIN THE NORTH-HALF (N/2) OF THE NORTH-HALF (N/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION FOURTEEN (14), TOWNSHIP TWO (2) NORTH, RANGE NINETEEN (19) EAST OF THE INDIAN BASE AND MERIDIAN, PUSHMATAHA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, THE CENTERLINE OF SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 1°21'06" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 2366.56 FEET TO THE POINT OF BEGINNING, SAID POINT BEING WITHIN COUNTY ROAD NO. 4335; THENCE NORTH 81°00'00" WEST A DISTANCE OF 203.27 FEET; THENCE NORTH 85°00'00" WEST A DISTANCE OF 170.00 FEET; THENCE SOUTH 16°00'00" WEST A DISTANCE OF 75.00 FEET; THENCE SOUTH 3°00'00" WEST A DISTANCE OF 110.00 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 158.00 FEET; THENCE SOUTH 4°00'00" WEST A DISTANCE OF 25.00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING ON THE NORTH LINE OF LEASE AREA DESCRIBED ABOVE. CONTAINING 22238.00 SQUARE FEET OR 0.511 ACRES, MORE OR LESS. THE SIDELINES OF SAID TRACT TO BE SHORTENED OR EXTENDED AS REQUIRED AS TO CREATE A CONTIGUOUS BOUNDARY AT THE POINT OF BEGINNING.

EXHIBIT B

SITE: Tuskahoma Site #: 571394

ANTENNA INFORMATION

Type of Modulation or other Emissions: RF including CDMA/LTE

Type of antenna: Panel Make: as required by Tenant

Model: as required by Tenant How many antennas 6

height/length/width/depth:
110.2" x 12.0" x 7.6"

Usage: Transmit & Receive X

Effective Radiated Power as required by Tenant- Operating Frequency: 850 mhz-A Block

Mounting Brackets, Mounting Height & Mounting Orientation: height 96' agl approximate;

60°, 180°, 270°

Transmission line Mfg., Type No, Quantity: 6

Outside Diameter: 1-5/8" Length: as req139' – 0"

Type of Modulation or other Emissions: MW

Type of antenna: Dish Make/Model: as required by Tenant

How many antennas 1

Height: six foot diameter

Usage: Transmit & Receive X

Effective Radiated Power _____
Watts/channel Operating Frequency: as required by Tenant

Mounting Brackets, Mounting Height & Mounting Orientation: 103'

Mounted to platform in_____corner, °.

Transmission line Mfg. & Type No: E65, 139' x 0"

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

As determined by Tenant, including such makes, models, and quantities of TMAs, RRUs, RIUs, and diplexers which Tenant may attach to the Tower and operate during the course of the Lease.

II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

AC surge arrestor

III. Other Equipment (specify all other improvements, company property & personal property located at the site)

See attached exhibit C

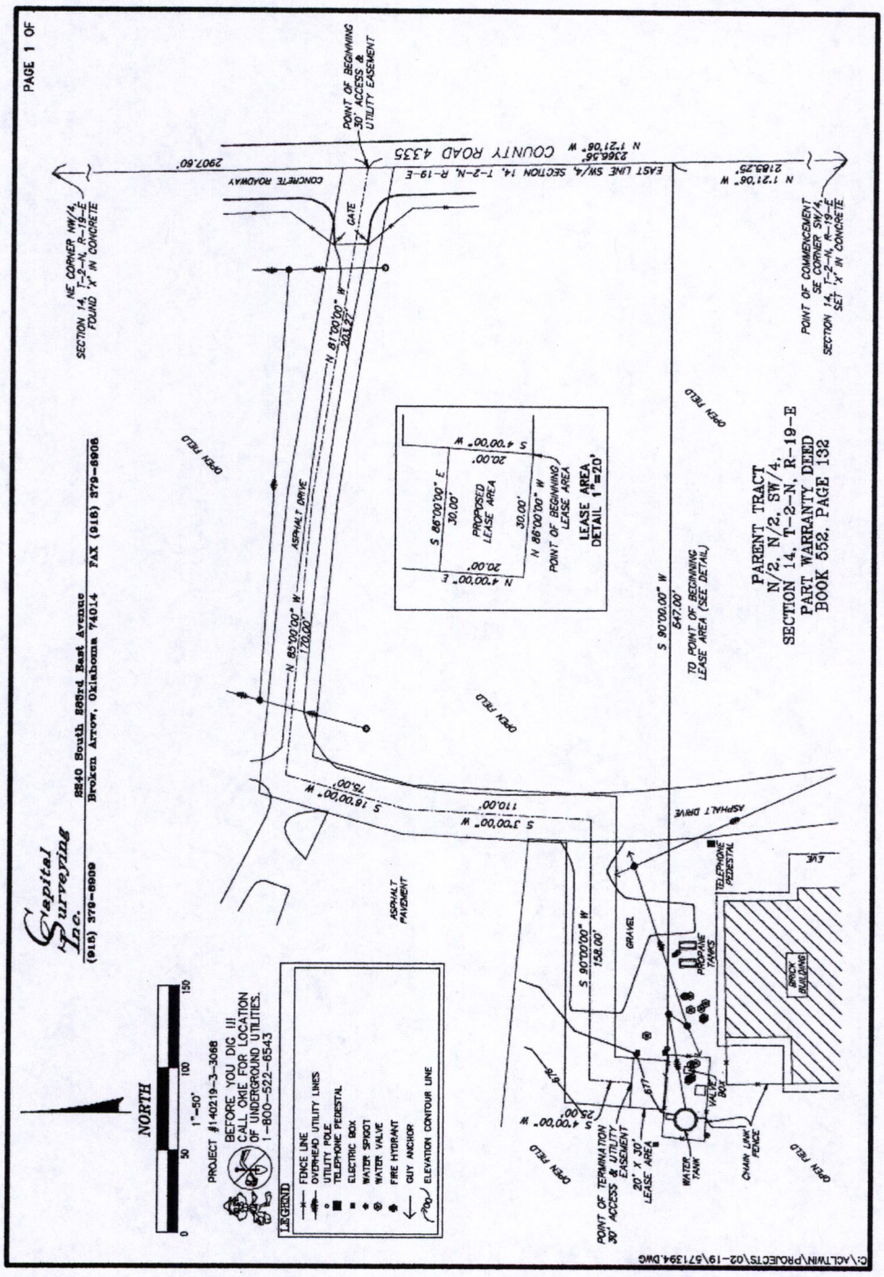
TENANT'S Additional Equipment:

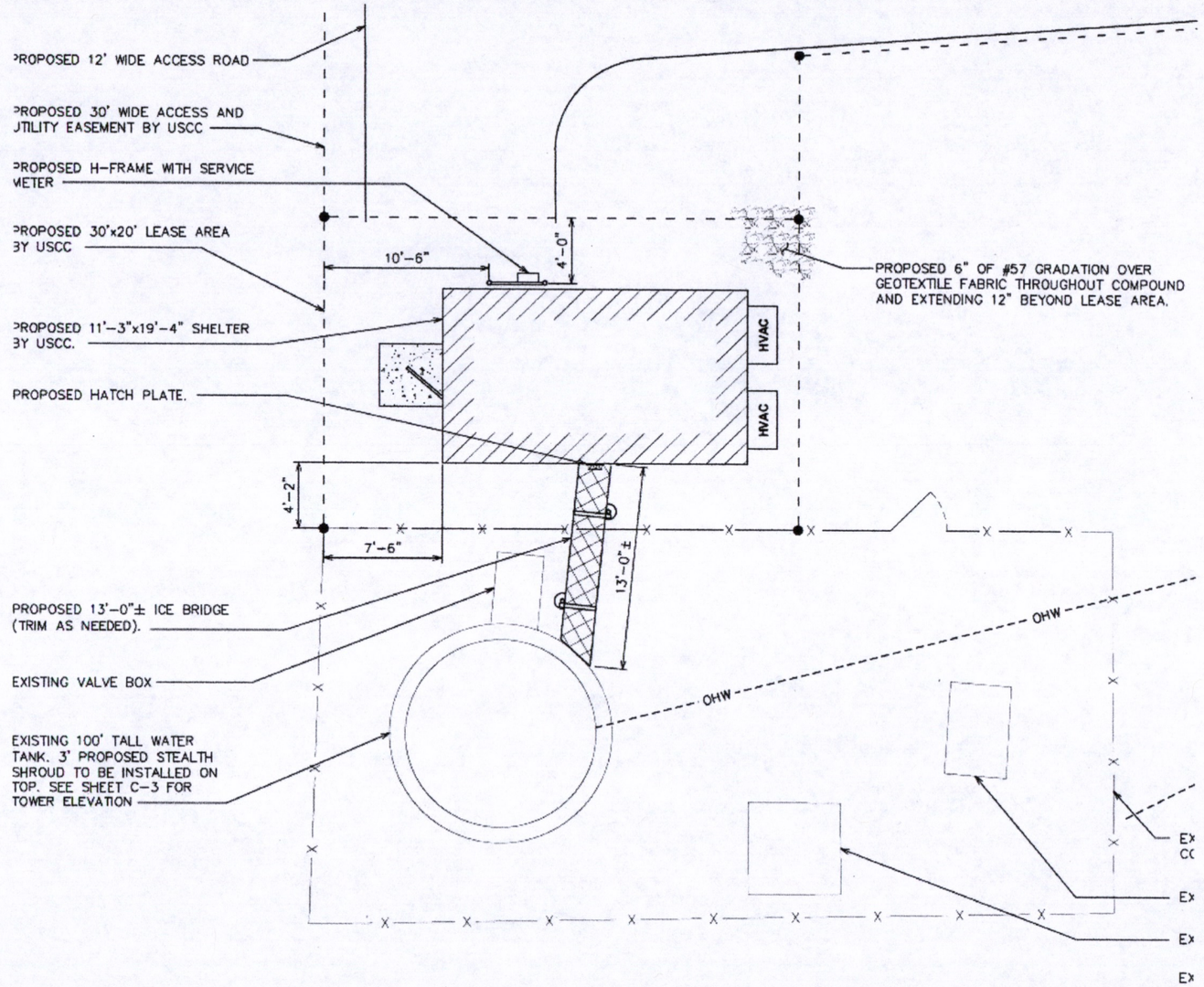
Building, approximately 12'(w) x 20'(l), see attached exhibit C

Is Emergency Power provided by LANDLORD: ___ YES ☒ NO

EXHIBIT C

Tenant's Site Plan and Lease Area Legal Description




PROPOSED 12' WIDE ACCESS ROAD
PROPOSED 30' WIDE ACCESS AND UTILITY EASEMENT BY USCC
PROPOSED H-FRAME WITH SERVICE METER
PROPOSED 30'x20' LEASE AREA BY USCC
PROPOSED 11'-3"x19'-4" SHELTER BY USCC.
PROPOSED HATCH PLATE.
PROPOSED 13'-0"± ICE BRIDGE (TRIM AS NEEDED).
EXISTING VALVE BOX
EXISTING 100' TALL WATER TANK. 3' PROPOSED STEALTH SHROUD TO BE INSTALLED ON TOP. SEE SHEET C-3 FOR TOWER ELEVATION
10'-6"
4'-0"
4'-2"
7'-6"
13'-0"±
HVAC
HVAC
OHW
OHW
PROPOSED 6" OF #57 GRADATION OVER GEOTEXTILE FABRIC THROUGHOUT COMPOUND AND EXTENDING 12" BEYOND LEASE AREA.