

## MASTER COMMUNICATION SITE LICENSE AGREEMENT

THIS MASTER COMMUNICATIONS SITE LICENSE AGREEMENT (“License” or “License Agreement”) dated as of <sup>2007</sup>July 8 2018 (the “Effective Date”), is between Mobilitie, LLC, a Nevada limited liability company (“Licensee”), and the City of Santa Rosa, a municipal corporation (“Licensor” or “City”). Licensee and Licensor are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

WHEREAS, Licensor owns certain real property and rights of way, and certain street lights and traffic signals located in in the City of Santa Rosa, California (collectively, “Licensor’s Property”).

WHEREAS, Licensee desires to use portions of Licensor’s Property for the installation, operation, maintenance, repair, replacement and removal of Licensee’s Facilities (as defined below) for the delivery of wireless communications services, at such locations as described and set forth in one or more schedules intended to be made part of this License in the form attached hereto as Attachment I (each a “Schedule”); and

WHEREAS, Licensor and Licensee desire to enter into this License Agreement to define the general terms and conditions that will govern the Parties’ relationship with respect to the Permitted Use of Licensee’s Facilities at the particular sites comprising Licensor’s Property at which a license is granted by Licensor to Licensee hereunder; and

WHEREAS, Licensor and Licensee acknowledge that they will enter into a separate Schedule with respect to each particular location or site on which the Parties hereto agree to license.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Premises. Subject to the following terms and conditions, Licensor grants a non-exclusive license to Licensee for the Permitted Use (defined below) of that portion of Licensor’s Property as designated in each one or more Schedules to be executed by the Parties in connection with this License (hereinafter the described real property or the Licensor’s Property used by Licensee are collectively referred to as the “Premises”) and to be attached hereto and incorporated herein by reference. Each Schedule executed hereunder shall be substantially in the form of Attachment I. Both Parties agree that Schedules may be added or deleted by administrative action from time to time subject to and in accordance with the provisions of this License, any applicable council policy and City code, and any other applicable Laws (defined below). Whenever Licensee shall desire to occupy an existing Licensor street light or traffic pole pursuant to a new Schedule hereunder, Licensee shall make written application for permission to do so in accordance with any current City requirements, in the number of copies and in the form of Attachment I and shall provide any information reasonably prescribed by the City. City shall determine the appropriateness of said application in City’s sole and absolute discretion. If said application is approved, permission to install the equipment shall be granted pursuant to the terms of a new Schedule to be executed by the Parties hereunder in two (2) originals. No

installation shall occur until such time as Licensee shall have also obtained an encroachment permit from the City granting permission to conduct the work required to install Licensee's Facilities on Licensor's Property.

2. Use. The Premises may be used by Licensee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and reception of communication signals on various frequencies and the construction, maintenance, operation, repair, replacement and removal of related communications facilities ("Permitted Use"). At no time shall this License be construed to permit collocation, multiple users nor any party other than Licensee to access any Premises without the written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion and for which Licensor may at its discretion require as separate Schedule or License Agreement and additional fees. Licensor agrees, at no expense to Licensor, to cooperate with Licensee in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's Permitted Use of the Premises for each Schedule. Licensor reserves the right to use the Licensor's Property for its own use or to grant additional licenses to other parties provided that such additional use does not materially interfere with Licensee's use of the Premises as provided in Section 7. The primary purpose and function of the Premises, as used by the City as of the date the Parties enter into a Schedule, and the structural integrity and security of the Premises, shall in no way be compromised as a result of any telecommunications device or installation, including the installation, maintenance and operation thereof pursuant to this License.

3. Conditions Precedent. Each Schedule under this License is conditioned upon Licensee, or Licensee's assigns, obtaining all applicable federal, state or local governmental permits and approvals enabling Licensee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises for that Schedule.

4. Term. The term of this License shall be for twenty-five (25) years, commencing on the Effective Date. The term of the license for each of the Premises ("Term") under a Schedule shall be five (5) years commencing on the first day of the month following the earlier of (a) the date of issuance of an encroachment permit allowing Licensee to construct its facilities on the Premises, or (b) one hundred eighty (180) days after the date of full execution of the Schedule for the Premises in question (the "Commencement Date"), provided however, regardless of whether the Commencement Date is based on (a) or (b) above, in no event shall the Commencement Date be earlier than the first day of the month following the full execution of a Schedule. Unless otherwise agreed to in the applicable Schedule, Licensee shall have the right to extend the Term of the License for each of the Premises for five (5) additional terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. The Term for each of the Premises shall automatically be extended for each successive Renewal Term unless Licensee notifies Licensor in writing of its intention not to extend at least thirty (30) but not more than 180 days prior to the expiration of the first five (5) year Term or any Renewal Term. Each Renewal Term shall be on the same terms and conditions as set forth herein, including those contained in each applicable Schedule.

This License shall not be revoked or terminated during the Term or any Renewal Term except as expressly stated in this License, each applicable Schedule or required to comply with

Laws. After the expiration of this License, its term and conditions shall survive and govern with respect to any remaining Schedules in effect until their expiration or earlier termination pursuant to the terms herein.

5. Fee. Upon the Commencement Date under the Schedules, Licensee shall pay Licensor an annual license fee ("Fee") equal to \$350.00 for use of the Premises, which Fee shall be indicated on the applicable Schedule. The Fee for such Schedule shall be subject to increase as set forth below in this Section 5.

Under each Schedule, the first year's Fee shall be prorated from the Commencement Date to the next occurring July 1 (based on 365 days a year), and be payable within ninety (90) days of the Commencement Date. Fees shall thereafter be payable annually, in advance, on July 1 of each year, to the City of Santa Rosa, P. O. Box 1678, Santa Rosa, 95402, Attention: Accounts Payable. Licensor agrees to provide to Licensee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; and (ii) other documentation reasonably necessary to verify Licensor's right to receive such payments. Fee obligations shall accrue in accordance with this License, but Licensee shall have no obligation to deliver payments until the requested documentation has been received by Licensee. Upon receipt of the requested documentation (if such documentation is received after the due date specified in this Section 5 above), Licensee shall deliver the accrued payments as directed by Licensor.

A late charge equal to One Hundred Dollars (\$100.00) shall be added to any annual Fee not received by Licensor by July 22 of the year in which it is due and payable. Any annual Fee payment received after such time will be first credited to payment of said late charge. Said late charge shall be added for each annual Fee payment thereafter until said Fee payment and late charge or charges are paid in full. Said late charge or charges shall be considered as part of the Fee due Licensor hereunder for use of each the Premises.

Licensor shall have the option to terminate a Schedule(s) under this License upon the failure by Licensee to make any payment of fee or any other payment required to be made by Licensee thereunder as and when due, if not fully cured within twenty (20) days following written notice of such default from or on behalf of Licensor.

The annual Fee for each of the Premises, as set forth in each Schedule therefore, shall be adjusted annually effective each July 1 of every calendar year during the Term and any Renewal Term of each Schedule by an amount equal two percent (2%) of the Fee during preceding year under the respective Schedule.

6. Improvements; Access; Relocation.

(a) Licensee shall have the right (but not the obligation) at any time following the full execution of this License and prior to the Commencement Date under the applicable Schedule to enter the Premises for the purpose of making necessary inspections, engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Licensee's Facilities and for the purpose of preparing for the construction of Licensee's Facilities. Licensor makes no warranties or representation that the Premises are suitable for Licensee's intended use. Prior to conducting any

Tests or pre-construction work, Licensee shall have the insurance coverage set forth in Section 12 (Insurance) and shall have obtained an encroachment permit from the City with respect to the Premises. Licensee will notify Licensor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Licensor. If, based on such Tests and in any event prior to the Commencement Date, Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify Licensor and the applicable Schedule will terminate. Licensee shall be obligated to restore the Premises to the condition they were in prior to such testing and to repair any damage to the Premises caused by such testing, normal wear and tear excepted.

(b) Licensee shall have the right, during the Term and any Renewal Term of any Schedule and subject to the conditions therein, to construct, maintain, operate, replace and remove on the Premises a communications facility for the delivery of wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, including but not limited to, transmitting and receiving equipment, batteries, utility lines, control boxes, cables, conduit, backhaul equipment, transmission lines, a microwave dish, and transmitting and receiving antennas ("Licensee's Facilities"). In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers, subject to plan review and approval of Licensor, which approval shall not be unreasonably withheld or delayed, and provided same is in compliance with a valid encroachment permit issued by the City for such work. Before commencing the installation, Licensee shall notify the City Public Works Department of the specific time it proposes to do the work sufficiently in advance in order to assure that such work will not interfere with other scheduled work in the area and so Public Works may arrange to have its representative present when the work is performed. Licensee shall not make substantial changes to the position of any equipment attached to Licensor's Property without the Licensor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Licensee shall not have the right to install additional equipment or replace Licensor's poles or facilities without first making application for permission to do so, together with paying the required fees. Notwithstanding the foregoing, Licensor's consent shall not be required for an "like for like" changes to existing equipment, provided that any work shall be performed in accordance with any applicable City requirements and with prior notice to City, and for any work involving traffic signal facilities, Licensee shall require all work to be supervised by a licensed electrical contractor with a minimum certification of IMSA Traffic Signal Level II.

All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner in accordance with all applicable regulations and City requirements. Licensee shall keep the Premises and any of Licensor's Property free and clear from any liens and in the event of any such lien caused by Licensee, Licensee shall promptly remove it and agrees to indemnify Licensor for any and all cost, expense, liability, fees (including but not limited to reasonable attorneys' fees), or damages incurred as a result of same. Title to Licensee's Facilities and any equipment placed on the Premises by Licensee shall be held solely by Licensee or Licensee's third-party wireless carrier customers in accordance with Section 13(e) below ("Carriers"), except that poles located in public rights of way for joint use with Licensor for street lighting or traffic signals, as well as

antenna support, shall be owned by Licensor. All of the Licensee's Facilities shall remain the personal property of Licensee or its Carriers and shall not be treated as real property or become a part of the Premises even though affixed thereto. Licensee shall be required to remove all Licensee's Facilities at its sole expense on or before the expiration or termination of the applicable Schedule. In the event that Licensee fails to remove any equipment or personal property within sixty (60) days from the date of termination or expiration of the Term, then any and all remaining equipment and personal property shall be deemed abandoned by Licensee and Licensor shall have the right, in its sole and absolute discretion, to remove, or caused to be removed, any and all remaining equipment and personal property at Licensee's expense, or if Licensor so desires, to use, sell transfer or convey any such remaining equipment or personal property to the benefit of Licensor.

(c) Licensor shall provide to Licensee, Licensee's employees, agents, contractors and subcontractors access to the Premises twenty four (24) hours a day, seven (7) days a week, at no charge to Licensee, subject to the conditions set forth in each Schedule and any encroachment permit, provided that Licensee shall coordinate with the City prior to performing any work that will interfere with the use of Licensor's Property. For some sites, as set forth in the applicable Schedule, it may be necessary that visits to the site must be accompanied by Licensor's personnel or representative. Licensor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Licensee to the extent required to construct, maintain, install, operate, repair, replace and remove Licensee's Facilities on the Premises, subject to the limitations set forth in this License and any applicable Schedule and encroachment permit. Licensee's exercise of such rights shall not cause undue inconvenience to Licensor, or to members of the public using Licensor's Property. Except in the event of an emergency, in the event Licensee will block the street with respect to any required repairs, maintenance replacement or removal, Licensee shall coordinate with the City, including obtaining any necessary permits for such work.

(d) Licensee shall have the right to install utilities, at Licensee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power), subject to the prior approval of Licensor, in Licensor's sole and absolute discretion. Any request for installation or modification utilities to serve Licensee's Facilities shall be part of Licensee's application for site Schedule. Subject to Licensor's approval of the location, Licensee shall have the right to place utilities on (or to bring utilities across) Licensor's Property in order to service the Premises and Licensee's Facilities in accordance with any approval and applicable requirements of an encroachment permit issued for such work. Such right to install utilities shall be subject to the conditions of this License and those set forth in each Schedule and an encroachment permit issued by the City for such work, which shall include repair and restoration to Licensor's Property. Licensor shall cooperate with the servicing utility company to provide access for servicing lines over, across or through the Premises as required by such servicing utility company to provide utility services as necessary.

(e) Licensee shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring Licensor to take immediate action. In such event, Licensee's contact is:

Network Operations Center - (877) 244-7889; Email: [mnoc@mobilitie.com](mailto:mnoc@mobilitie.com)

If after two attempts to make contact by Licensor with no response, Licensor shall have the right to undertake any actions that Licensor may deem reasonably necessary to avoid damage to property or personal injury. In the event of an assignment, sub-license or transfer pursuant to Section 13 below of this Agreement, any such assignee or transferee shall immediately provide up dated or new contact information pursuant to this provision.

(f) Licensee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Licensee's Facilities.

(g) Upon the expiration, cancellation or termination of the applicable Schedule, Licensee shall surrender the Premises to Licensor in good condition, less ordinary wear and tear. In addition to any other rights of Licensor hereunder or at law or equity, if Licensee should default in the removal of its equipment and facilities from Premises within sixty (60) days of the termination or expiration of this License or any Schedule hereunder, or should default in the performance of any other work which it is obligated to do under this License, Licensor may, after ten (10) days' notice to Licensee, elect to do the work at Licensee's sole risk and expense, and Licensee, on demand, shall reimburse Licensor for the entire expense incurred.

(h) Prior to the execution of the first Schedule, Licensee shall file with Licensor a good and sufficient surety bond in accordance with the requirements of California State law. The form and terms of the surety bond and the identity of the surety shall be subject to the reasonable approval of the City Attorney and the surety shall guaranty the full performance of Licensee's removal and restoration obligations arising upon expiration, termination or abandonment of this License or any Schedule. Any acceptable surety instrument having an expiration date earlier than the expiration of the Term shall be automatically renewable. Any company issuing such a surety instrument must give Licensor at least sixty (60) days advance written notice prior to the effective date of cancellation or expiration of such surety instrument. The amount of the surety bond shall be \$30,000.00, which is based upon the estimated cost of removing Licensee's Facilities from fifteen (15) Premises and the storing or disposing thereof as well as the performance of any repair or restoration of Licensor's equipment, all of which shall be covered within the scope of the surety bond. In the event Licensee has installed its equipment on more than 15 Premises, Licensor may reasonably require an increase in the amount of the surety bond based on an estimated removal, restoration and disposal cost of \$2,000.00 per Premises. Failure to maintain the surety bond as required hereunder shall be a material breach of this License by Licensee.

(i) Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Licensee's Facilities during the Term. Licensee shall at Licensor's direction and upon one hundred eighty (180) days prior written notice to Licensee, relocate such Licensee's Facility at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any of the following purposes: (i) if required for the construction, modification, completion, repair, relocation, or maintenance of a Licensor or other public agency project, including but not limited to, the location of Licensor's own telecommunication equipment, in each case deemed essential to local public health or safety; (ii) because Licensee's Facility is interfering with or adversely affecting proper operation of Licensor owned poles, traffic signals, communications, or other Licensor Property; or (iii) Licensor is abandoning or vacating the Licensor Property. In any such case, Licensor shall use

reasonable efforts to afford Licensee a reasonably equivalent alternate location at the request of Licensee. If Licensee shall fail to relocate any Licensee Facility as requested by the Licensor in accordance with the foregoing provision, Licensor shall be entitled to remove or relocate the Licensee's Facility at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within forty-five (45) days of the date of a written demand for this payment from the Licensor.

In the event that under any Schedule any facilities or equipment of Licensee are subject to relocation as herein provided, the Fee under each Schedule shall abate for the period commencing on and including the date Licensee ceases to operate at the Premises being relocated until the date Licensee commences normal operations from the Premises to which such facilities or equipment are relocated. The amount abated shall be credited against the next due installment of the Fee under any of the Schedules until the credit is fully utilized. Licensor shall make every reasonable effort to relocate Licensee in a manner which allows Licensee to stay on air; in the event that Licensee is able to remain on air and conduct normal operations, the Fee shall not be abated.

(j) In the event that Licensee determines it is necessary in any case to remove an existing pole and to install a new pole as part of Licensee's Facilities, Licensee shall make that request as part of its application for any site Schedule. If approved by Licensor, Licensee shall be responsible for installing any new pole ("New Pole"), and removing the existing Licensor facilities and returning them to the City. Licensee shall design, operate and maintain the New Poles with the exception of the luminaire and street light wiring which shall be the sole responsibility of City Public Works. Maintenance by Licensee shall include partial or complete replacement of the New Pole, with the exception of the street lighting facilities, as needed. Upon installation of the New Pole, Licensor shall own the New Pole, without any warranties, express or implied. Licensor shall have the right to place and maintain luminaires and street light wiring in mutually acceptable locations on the New Poles, subject to General Order 95 and 128 of the California Public Utilities Commission. Any replacement necessitated by Licensee's work shall be at the sole cost and expense of Licensee. Licensor shall notify Licensee prior to performing work on luminaires and wiring to ensure safety. Plans and specifications for the New Poles shall be stamped by a California Registered Professional Engineer and submitted to Public Works for approval prior to beginning construction. Upon the termination or expiration of any Schedule where a New Pole has been utilized, Licensee shall be solely responsible for the removal of the New Pole and re-installation City's standard street light facilities all at Licensee's sole cost and expense. However, at City's discretion, upon no less than sixty (60) days notice to Licensee prior the expiration of any Schedule, City may require Licensee to leave the New Pole, and in which case, the New Pole shall be transferred to City, in its then current "as is" condition, without any warranty, express or implied.

(k) Licensee shall complete the installation of its equipment covered by each approved individual Schedule in a timely manner and in accordance with all City requirements. If Licensee should fail to complete the installation of its equipment within one hundred eighty (180) days after the later of Licensee's receipt of all City required permits and approvals and the execution of the Schedule, the permission granted by the City to place equipment or replace poles shall automatically be revoked and Licensee shall not have the right to place equipment

without first reapplying for and receiving permission to do so, all as prescribed hereinabove for initial application.

7. Interference with Communications. Licensee agrees that Licensee's equipment and the electromagnetic energy emitted from the equipment, will at all times comply with all applicable statutes, laws, ordinances, rules and judicial and administrative orders, whether now or hereafter existing, of all applicable federal, state and local governmental authorities and that such equipment shall comply with all obligations to which Licensee is bound in connection with such telecommunications equipment, including, without limitation, applicable regulations of the FCC, the Environmental Protection Agency, and the Occupational Safety and Health Administration.

Licensee agrees to install equipment of types and frequencies which will not cause interference to the currently existing communications equipment of Licensor, Licensor's vendors, or other licensees or lessees of the Premises. In the event Licensee's equipment causes such interference, Licensee shall cooperate with Licensor in determining the source and will immediately take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) hours after receipt of notice from Licensor to Licensee of the existence of such interference and Licensor has reasonably determined Licensee's equipment to be the source of said interference in accordance with Federal Communication Commission guidelines, Licensee shall discontinue use of the equipment creating said interference until such interference has been eliminated. Licensee shall shut down the interfering equipment except for intermittent operation for the purpose of testing after performing any maintenance, repair, modification, replacement or other action for the purpose of correcting such interference. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove the interfering equipment from the Premises, unless Licensee is diligently proceeding to cure any such interference, provided Licensee shall not operate the site any more than reasonably necessary to test whether the interference has been remedied. In the event that the cause of such interference cannot be pinpointed to a particular piece of equipment or system, Licensee shall disconnect the electric power and shut down all of its equipment until such time as the interference problem is corrected. If Licensee is unable to remedy the interference, Licensee shall have the right to terminate the respective Schedule without further obligations then owing except removal of the Licensee's Facilities and restoration of Licensor's Property as provided herein. Except as otherwise expressly provided herein, Licensor shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of Licensee's equipment.

Notwithstanding the foregoing, in the event that said interference interferes with Licensor's own equipment and in Licensor's sole judgment, said interference jeopardizes the safe operation of Licensor's operations; Licensee will be responsible for eliminating the interference within twenty-four (24) hours, upon becoming aware of such interference. Licensor reserves the right to disconnect power to the interfering equipment if Licensee is unable to eliminate said interference within twenty-four (24) hours of said notification.

Licensee shall inspect each site and prior to installation of Licensee's Facilities, shall satisfy itself, and hereby represents and warrants to Licensor, that no such interference shall



result to the currently then existing systems of Licensor or other licensees or lessees at the Premises.

Licensee shall be responsible for performing all RF engineering studies to ensure that the placement of its equipment at the Premises will not cause interference with any existing equipment placed thereat by Licensor and any other licensees or lessees or Licensor.

It is emphasized that the primary purpose of function for which each of the Premises was originally intended, including any uses existing as of the date of each Schedule and any and all reasonably foreseeable uses, together with the integrity and security of the Premises, shall in no way be compromised by the Licensee. However, Licensor agrees that neither Licensor, Licensor's vendors, or other licensees or lessees of the Licensor's Property located within five hundred feet (500') of the Premises will install equipment which causes interference with Licensee's pre-existing equipment, subject to the rights of Licensor to require relocation of Licensee's Facilities as provided herein. If during the existence of this License, Licensor's present or future non-commercial operations require installation of additional telecommunications equipment at the Premises, Licensor agrees to take all reasonable steps necessary not to affect or interfere with Licensee's rights hereunder. However, if such interference occurs despite the best efforts of both Licensor and Licensee, the City's operational need shall prevail and Licensee shall be required to modify or remove their interfering equipment in accordance with this License Agreement.

8. Taxes. Licensee shall pay personal property taxes, use and possessory interest taxes and assessments, if any, assessed against Licensee's Facilities and Licensor shall pay when due, if any, all real property taxes and all other taxes, fees and assessments attributable to the Premises and the applicable Schedule.

9. Termination.

(a) Any Schedule hereunder may be terminated as follows:

(i) by Licensor for any failure by Licensee to pay the Fee due under any Schedule or any other amounts owing Licensor under this License, which failure to pay is not cured within twenty (20) days following written notice from Licensor, unless otherwise expressly provided herein;

(ii) by either Party upon a default of any non-monetary covenant, condition or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default; provided that if the period of cure takes longer than thirty (30) days and the Party in default commences to cure the default within thirty (30) days after receiving notice of the default and is diligently pursuing the same towards completion, then the Party in default shall have such additional time as shall be reasonably necessary to diligently affect a complete cure;

(iii) by Licensee for any reason or for no reason, provided the Licensee delivers written notice of termination to the Licensor prior to the Commencement Date;

(iv) by Licensee upon thirty (30) days prior written notice to Licensor, if Licensee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;

(v) by Licensee, upon thirty (30) days prior written notice to Licensor, if any pre-existing communications facilities, or any communications facilities or other structures or equipment of any kind now or hereafter located on or in the vicinity of the Premises, interfere with Licensee's Facilities and such interference is not eliminated within ten (10) days after it arises through no fault or failure of Licensee;

(vi) by Licensee upon not less than three (3) months prior written notice to Licensor if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal interference, or for any other business reason; or

(vii) as provided in Section 4 of this License.

(b) Upon termination, neither Party shall have any further rights, obligations or liabilities to the other respecting the Premises terminated except: (i) Licensee shall be required to remove Licensee's Facilities and to restore Licensor's Property in accordance with the provisions of this License; (ii) with respect to provisions of this License which by their sense and context survive termination; (iii) where termination is by reason of breach or default of the other Party; and (iv) with respect to the rights and remedies of the Parties, and indemnification and insurance provisions, relating to the period prior to termination. Unless such termination is due to a default by Licensor, Licensor shall have the right to retain any prepaid Fee.

(c) All rights to terminate under this Section 9 and elsewhere in this License shall apply only to the particular Premises affected by the event giving rise to the right to terminate. Neither Party shall have any right to terminate this License as to Premises not affected by the event. Without limiting the generality of the foregoing, a default by one Party respecting a particular Premises may entitle the other party to terminate this License as to such Premises only and this License shall continue in effect as to all other Premises.

10. Destruction of Premises. If any one or more of the Premises is destroyed or damaged so as in Licensee's reasonable judgment to materially hinder Licensee's normal operation, Licensee may elect to terminate this License or the applicable Schedule as of the date of the damage or destruction by so notifying Licensor in writing no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the Parties (including the payment of Fees) which do not survive the termination of this License or the applicable Schedule shall cease as of the date of the damage or destruction. If the Premises or Licensor's Property is damaged or destroyed so as, in Licensee's reasonable judgment, to materially hinder Licensee's normal operations, the requirement to pay installments of the Fee shall abate in full from the date such damage occurs until Licensee is able to commence normal operations. The amount abated shall be credited against the next due installments of the Fee under any of the Schedules until the credit is fully utilized. If Licensee's normal operations are materially hindered due to damage or destruction, Licensor shall use reasonable efforts to

identify and make available to Licensee, a temporary site on Licensor's Property in the vicinity which in Licensee's reasonable judgment is equally suitable for Licensee's requirements, and for which Licensee shall pay Licensor a Fee in accordance with the provisions of this License. Licensee shall make all reasonable efforts to commence normal operations in an expeditious manner.

11. Condemnation. If a condemning authority takes all of the Premises, or a portion, which in Licensee's opinion is sufficient to render the Premises unsuitable for Licensee's normal operations, then the applicable Schedule shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each Party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include, the value of Licensee's personal property, moving expenses, prepaid fees, business dislocation expenses, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

12. Insurance.

(a) Commercial General Liability Insurance: Licensee shall, during the continuance of this License, and at no expense to Licensor, maintain commercial general liability insurance, including products liability and completed operations, and contractual liability coverage, in the amount of \$5,000,000 per occurrence for bodily or personal injuries, including death or property damage, arising from, or caused, directly or indirectly, by performance of this agreement.

(b) Commercial Automobile Insurance: Licensee shall, during the continuance of this License and at no expense to the Licensor, maintain commercial automobile liability insurance, in the amount of \$1,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles, on account of bodily or personal injuries, including death, or on account of property damage arising from or caused, directly or indirectly, by performance of this agreement.

(c) Additional Insured Endorsement: Under the commercial general liability and automobile liability insurance required in subsections (a) and (b) above, the Licensor, its officers, and employees shall be included as additional insured as their interest may appear under this License by blanket additional insured endorsement and as to such additional insured, the insurance herein required shall be primary and the policies shall contain by endorsement a cross liability clause.

(d) Worker's Compensation Insurance; Employer's Liability: Licensee shall, during the term of this License and at no expense to Licensor, maintain worker's compensation insurance in compliance with the statutory requirements of the state of operation and employer's liability in the coverage amount of \$1,000,000 each accident/disease/policy limit.

(e) Certificates: The insurance required by Paragraphs (a) and (b) and (d) above shall be evidenced by certificate or certificates submitted to Licensor which shall be executed by the

insurance company or companies involved. The certificate(s) shall be submitted to Licensor before or at time Licensee executes this License.

(f) Indemnification: Except only as to the negligence or willful misconduct, of Licensor, or its employees, Licensee shall indemnify, hold harmless and defend Licensor and its officers, employees, affiliates, successors and assigns, against and from any and all loss, claims, demands, causes of action, damages, costs (including reasonable attorneys' fees), or liabilities, made upon Licensor arising out of a third-party claim that is caused by the installation, maintenance, existence, or use of equipment by Licensee on, about or within the Premises; or (ii) any interruption, discontinuance, or interference with Licensee's service to any of its subscribers or customers occasioned or claimed to have been occasioned by any action of Licensor pursuant to or consistent with this License, notwithstanding the circumstances that Licensor may be alleged to have been contributorily, concurrently or jointly negligent; and Licensee shall, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against Licensor or its officers, employees, affiliates, subsidiaries, successors or assigns, on any claim, demand or cause of action within the scope of the foregoing indemnity; and shall pay and satisfy any judgment or decree which may be rendered against it or its officers, employees, affiliates, subsidiaries, successors or assigns, in any such suit, action, or other legal proceeding and shall reimburse Licensor for any and all reasonable legal expenses, including reasonable attorney's fees incurred in connection therewith. The Parties expressly agree that this Section shall survive the expiration of early termination of this License Agreement. This indemnification obligation is not limited in anyway by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits or other employee benefit acts.

(g) Licensor shall be liable for damage or injury to Licensee's equipment, employees, agents, servants, independent contractors or third parties only to the extent such damage or injury was caused by the sole, active negligence or willful misconduct of Licensor, its agents or employees.

(h) Neither party will be liable under this License for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

13. Assignment / Sub-license /Transfer.

(a) Notwithstanding any provision of this License Agreement to the contrary, and except as provided otherwise in subsection (c) or (e) below, Licensee shall not voluntarily assign or sub-license this License Agreement without the prior written approval of Licensor. Licensor shall not unreasonably withhold, condition or delay its approval.

(b) If Licensee desires at any time to assign or sublicense the License Agreement, and except as provided otherwise in subsection (c) below, it shall first deliver to Licensor (i) a written request for approval, (ii) the name, address and most recent financial statements of the