

MASTER COMMUNICATIONS SITE LICENSE AGREEMENT

THIS MASTER COMMUNICATIONS SITE LICENSE AGREEMENT ("License" "or License Agreement") dated as of ___, 20__, is between [Licensee] ("Licensee"), and the **CITY OF RIVERSIDE, A California charter city and municipal corporation** ("Licensor" or "City").

The parties hereto agree as follows:

1. Premise.

Licensor owns certain real property as described in each numbered Schedule of Licensed Properties ("Schedule", Attachment I) executed hereunder by the parties (hereinafter the described real property is collectively referred to as the "Premises"), attached hereto and incorporated herein by reference. Subject to the following terms and conditions, Licensor provides a license for use by Licensee of that portion of Licensor's property designated as the Premises as depicted in the Schedules attached hereto and incorporated herein. 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. In the event of any inconsistencies between the terms and conditions of this Master Agreement and the terms and conditions of any Schedule, the terms of the individual Schedule will apply.

2. Use / Modification and Upgrades / Fee Schedule / Conditions Precedents

a) Use. The Premises may be used by Licensee for any lawful activity in connection with the installation and operation of mobile/wireless communications facilities including the construction, maintenance, repair, operation and/or removal of related communications facilities ("**Permitted Use**"). 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 intended use of the Premises for each Schedule.

b) Modification and upgrades. The Premises may be used by Licensee for any lawful activity in connection with the operation of mobile/wireless communications facilities including the modification, and/or upgrade of related communications facilities ("**Permitted Use**"). An Amendment is required to memorialize the Premise when any equipment is added, removed, modified or upgraded. An Administrative Fee will apply for all amendments and additional site-specific fees will apply at our parks and building sites where City employees work. 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 intended use of the Premises for each Schedule.

c) Fee Schedule (per Site, per Modification or Upgrade)

i)	Site License Amendment - Administrative Fee	\$10,000
ii)	Site License Amendment on Park Lands	\$15,000
iii)	Site License Amendment at City Hall Building	\$15,000

3. Conditions Precedent.

Each Schedule under this License is conditioned upon Licensee, or Licensee's assigns, obtaining all 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.

a) The term of this Master Agreement shall be five (5) years from the Effective Date hereof. At the end of the initial term, this Master Agreement shall renew automatically for five (5) year renewal terms unless either party gives the other party at least sixty (60) days written notice prior to the end of the initial term or renewal term. However, after the termination of this Master Agreement, its terms and conditions shall survive and govern with respect to any remaining Schedules in effect until their expiration or termination as described in the Schedules.

b) The term of each individual Schedule for Licensee's use of the Premises described therein shall be five (5) years commencing on the Schedule Commencement Date ("Term") as defined in each Schedule; subject to Licensee's right to extend the term of each Schedule for an additional five (5) years ("**Renewal Term**"). The Renewal Term shall automatically be extended unless Licensee notifies Licensor in writing of Licensee's intention not to extend at least one hundred eighty (180) days prior to the expiration of the then current term. Each Renewal Term of a Schedule shall be on the same terms and conditions as set forth herein.

c) Upon the expiration of the Renewal Term and provided that the Master Agreement has not expired or been terminated, Licensee shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Either party may terminate the renewal of any Extended Period by delivery of notice at least one hundred eighty (180) days prior to the end of the then current Extended Period. Rent during any Extended Period shall be adjusted as set forth in Section 5(d) below.

d) At the end of an applicable Extended Period of a Schedule, unless extend in accordance therewith, with the express consent of the Licensor, the parties may continue the license of the Premises on a temporary month -to -month basis ("Temporary Holdover Period") on the same conditions and terms of the Schedule and this Master Agreement except that the Rent for said hold over period shall be in the amount of one hundred thirty percent (130 %) of the annual Rent in effect at the expiration of the Schedule, divided by twelve (12) for a monthly rate. Said Temporary Holdover Period shall not exceed one hundred eighty (180) days from the date of the end of the Schedule. Nothing contained herein shall grant Licensee the right to holdover after the term of a Schedule has expired.

e) This License shall not be revoked or terminated during the Term or any Renewal Term except as expressly stated in this License Agreement.

5. Annual Fee.

a) Licensee shall pay Licensor an annual licensed fee for use of the Premises as detailed in the Schedule of Licensed property. The license fee for each Schedule shall be determined at the time the Schedule is executed and shall be based upon the then current value of the property for the use stated in this Agreement, as determined by the Licensor.

b) Upon the Schedule Commencement Date, Licensee shall pay Licensor a license fee ("Annual Fee ") for use of the Premises set forth in each applicable Schedule. Licensor, its successors, assigns and /or designee, if any, will provide to Licensee any documents reasonably required by Licensee in connection with the payment of Rent, including, without limitation, an IRS Form W-9. Licensor and Licensee agree that in the event documents are needed for tax purposes, each party will work to provide said documents.

c) Rent for each Schedule shall be payable in one annual payment, by July 1 of each year, to the City of Riverside, 3900 Main Street, Riverside, 92522, attention: Finance Department.

d) The Rent set forth for each Schedule above shall be adjusted annually on July 1 the ("Adjustment Date") by four percent (4%) per year. The Rent as so adjusted from time to time shall be the " Base Rent ".

e) For annual payments, a late charge equal to 10% of the Annual Fee shall be added to any annual payment not received by Licensor by July 22 of the year in which it is due. Any annual fee payment received after the twenty-second day of July of each year in which it is due will be first credited to payment of the late charge. Said late charge shall be added for each annual 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 the Premises.

f) For monthly payments, a late charge equal to 10% of the Monthly Fee shall be added to any monthly payment not received by Licensor by the 22nd of the month in which it is due. Any monthly fee payment received after the twenty-second of each month in which it is due will be first credited to payment of the late charge. Said late charge shall be added for each monthly 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 the Premises.

g) 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-one (21) days after Licensee has received written notice of such default.

h) In the event any facilities or equipment of Licensee are subjected to relocation, the fee shall abate for the period commencing on and including the date Licensee ceases to operate at the Premises being relocated to the date Licensee takes possession of the Premises to which such facilities or equipment are relocated or an amendment to this Agreement is executed, whichever is earlier. 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.

6. Improvements /Access / Utilities.

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 of any Schedule to enter the Premises for that particular Schedule for the purpose of preparing for the construction of Licensee's Facilities on those particular Premises. Prior to and during any pre- construction work, Licensee shall have the insurance coverage set forth in Section 15, below. Licensee will notify Licensors at least seventy- two (72) hours prior to any pre- construction work and will reasonably coordinate the scheduling of same with Licensors' contact as identified in the individual Schedule. Licensors agree to cooperate with and to allow Licensee, at no cost to Licensors, to obtain a title report, zoning approvals and variances, land -use permits, and Licensors expressly grants to Licensee a right of entry to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system design, operations and governmental approvals. Notwithstanding the foregoing, Licensee may not change the zoning classification of the Property without first obtaining Licensors' written consent. If Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify Licensors and the applicable Schedule will terminate. Except as otherwise expressly set forth in this agreement, Licensee agrees that each Site and every part and appurtenance thereof is offered in its "AS IS" and "WHERE IS" condition.

b) License has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("**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, conditioned upon plan review and approval of Licensors, which approval shall not be unreasonably withheld or delayed. 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. Title to Licensee's Facilities and any equipment placed on the Premises by Licensee shall be held solely by Licensee. All of the Licensee's Facilities shall remain the personal property of Licensee and shall not be treated as real property or become a part of the Premises even though affixed thereto. Licensee has the right to remove all Licensee's Facilities at its sole expense on or before the expiration or termination of the applicable Schedule.

c) Prior to commencing construction, Licensee shall submit plans and specifications for all improvements to Licensors for Licensors' written approval, not to be unreasonably withheld (this standard means approval is deemed to have occurred if there is no response within 30 business days of submittal). No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Licensors and all necessary permits have been properly issued. Licensee will notify Licensors at least seventy-two (72) hours prior to any pre-

construction work and will reasonably coordinate the scheduling of same with Licensor's contact as identified in the individual Schedule.

d) Licensee shall have the right to repair and replace, enhance, and maintain the License Facilities at any time during the Term of this Lease to the extent that such changes do not differ from Exhibit B and Exhibit D. Any changes from Exhibit B and/or Exhibit D shall require Licensor's written approval, and such approval shall not be unreasonably withheld.

e) Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises or Property as a result of acts or omissions of Licensee or Licensee's employees, agents or contractors, Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Licensor within thirty (30) days after Licensee receives written notice that the lien has been filed.

f) Licensor acknowledges that except for Licensee's non-compliance with this Lease or occurrence of safety violations, it shall not interfere with Licensee's construction within the Premises or Easements (as such term is defined below), including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the License Facilities and Easements.

g) Licensee, at its expense, shall use any and all appropriate means of restricting access to the License Facilities, including the construction of a permanent fence as set forth on Exhibit B and/or Exhibit D, and if necessary, a temporary fence during construction.

h) Licensee, at its expense, shall maintain this License Facility and Premise in good condition and is responsible for curing any violations, acts of vandalism, or graffiti removal. Licensee may not place or allow the placement of any signs on the Premise, except for those required for emergency notification and identification, or as required by law or rule. Licensee shall cure any violations, vandalism, or graffiti within 48 hours of being reported. After 15 days' notice to remove or cure any violations, vandalism, or graffiti, Licensor at any time may enter the Premises and undertake any activities necessary to abate violations, vandalism, or remove graffiti. Licensee shall reimburse Licensor all costs incurred by Licensor in connection with such abatement or removal within thirty (30) days of Licensor presenting Licensee with a statement of the costs.

i) As partial consideration for Rent paid under this Lease, Licensor hereby grants Licensee an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to access and service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements and their legal description are shown on Exhibit B attached hereto. The Easements are non-exclusive, and Licensor retains for itself, its lessees, successors and assigns, the right fully to use and enjoy said Easements and any roads or roadways located thereon. The Easements shall have the same Term as this Lease. The Licensee acknowledges that some facilities have restricted, secure access and 12-hour (12) advance notice may be required, except in cases of emergency and

natural disasters. Licensor shall provide Licensee afterhours contact information for restricted and secure facilities.

j) Licensee shall use its best efforts to commence and diligently pursue all of the construction and installation work described in this section so as to fully complete said work within 180 days of the Commencement Date, subject to reasonable extensions of time due to events of force majeure, delays in obtaining government approvals not caused by Licensee, or as otherwise requested by Licensee.

k) 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, with exception to the following restricted, secure facilities:

- RIVERSIDE CITY HALL at 3900 Main St, Riverside, CA 92501
- RIVERSIDE CORPORATE YARD at 8095 Lincoln Ave, Riverside, CA 92504
- ALL CITY PARKS
- ALL RIVERSIDE CITY FIRE STATIONS

Twelve (12) hour advance notice is required at all restricted, secure facilities. Licensor shall not deny Licensee access to Premises but will coordinate Licensee's work crews and personnel with ongoing activities, events, and programming at restricted facilities. 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 and operate Licensee's Facilities on the Premises. Licensee's exercise of such rights shall not cause undue inconvenience to Licensor.

l) Prior to Licensee commencing construction on the Property Licensee shall provide Licensor with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Licensor, such approval not to be unreasonably withheld.

m) Licensee shall, prior to commencing any construction on the Premises, post a performance bond in form and with a surety company reasonably acceptable to Licensor, assuring that the improvements will be constructed without the attachment of any construction liens, which bond shall expire after the completion of the lien filing period. Licensee shall, following completion of construction, post a removal bond (or, at Licensee's option, a letter of credit) from a surety or bank reasonably acceptable to Licensor, and in an amount reasonably deemed necessary to assure that the funds will be available at the termination of the Lease for removal of the Antenna Facilities.

n) Licensee shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. Licensee shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

o) 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 approval of Licensors, which approval shall not be unreasonably withheld or delayed. Subject to Licensors' approval of the location, which approval shall not be unreasonably withheld or delayed, Licensee shall have the right to place utilities on (or to bring utilities across) Licensors' property in order to service the Premises and Licensee's Facilities. Such right to install utilities shall be subject to the conditions set forth in each Schedule. Licensors 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.

p) Following the initial installation of Licensee's Facilities (except normal maintenance and repairs that do not change the physical appearance of Licensee's Facilities) Licensee shall have the right, upon prior written notice to Licensors, to alter, replace, and repair the Licensee's Facilities and/or use additional authorized frequencies from the FCC at any time during the term of the applicable Schedule provided that such maintenance and repairs: (i) does not require additional Premises space, subject to any permits required, beyond the original space licensed thereunder (for purposes of this provision, installation of additional antennas and/or the replacement of antennas which are materially larger in size shall be deemed to expand the licensed Premises, (ii) does not impose any increased stress or load on the roof of Licensors building or other antenna support structure in excess of applicable safe engineering standards, (iii) is lawfully performed in compliance with applicable permitting and zoning requirements and/or approvals, (iv) is accomplished using good engineering practices and in a good and workmanlike manner, and (v) complies with the other provisions of this Master Agreement and the applicable Schedule (including but not limited to those applicable to prohibited interference) as set forth in either. All other work that may expand, enhance, require additional space, increase the stress or load of Licensees' roof or antenna support structure, or substantially upgrade existing equipment and lines of the Premise or Facility is collectively referred to as a Modification. Modifications shall require the prior written consent of Licensors, and amendment to memorialize the new equipment being installed, which shall not be unreasonably withheld, conditioned or delayed; requires the appropriate Administrative Amendment Fee (referenced in Section 2-C) but may also be subject to a reasonable market value increase in the applicable Schedule Rent if the additional antenna or replacement is materially larger in size. Licensors' approval of Modifications may be conditioned on its receipt of a written proposal which may be required to include plans/specifications from Licensee regarding the proposed Modification which Licensors agrees to review and reasonably comment on, reject or approve within thirty (30) days of its receipt thereof.

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

r) Licensee shall be responsible for repairing and maintaining Licensee's Facilities and any other improvements installed by Licensee on the Premises in a reasonably acceptable aesthetic appearance, proper operating, and reasonably sale condition. This shall include the repair of all damage to Licensee's Facilities incurred whether natural or manmade.

s) 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 and shall remove all of Licensee's Facilities within sixty (60) days. In addition to any other rights of Licensor hereunder or at law or equity, if Licensee should default in the removal of Licensee's Facilities from Premises within a sixty (60) days after termination or expiration of this Site 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 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.

t) Licensor shall have the right to require Licensee to furnish a bond, or alternative security acceptable to Licensor with respect to each of the Premises to cover the faithful performance by Licensee of its obligation under Section 6 (f) to remove its equipment and facilities from the Premises upon termination of the License with respect to such Premises. If a bond is required by Licensor with respect to any Premises, it shall be issued by a commercial bonding company selected by Licensee which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. The bond for any Premises shall not be subject to termination or cancellation except upon sixty (60) days' prior written notice by certified mail to Licensor; shall be in such form and in such amount, not to exceed \$300,000, as Licensor may specify from time to time; and, subject to termination or cancellation as aforesaid, shall be maintained in full force and effect throughout the initial term for each Scheduled Premises and shall be renewed at the commencement, and as condition to, any renewal term. If the Surety on said bond should give notice of the termination of said bond, and if Licensee should fail to provide a replacement bond or other security acceptable to Licensor prior to the termination of said bond, Licensor may, by a written notice to Licensee, forthwith terminate the Schedule as to the Premises with respect to which the bond will terminate. Each bond shall be noncumulative throughout the term of the bond and the bond penalty is the maximum amount that will be paid by the surety.

7. Compliance With All Laws, Radio Frequency Emissions.

a) Licensee's ability to use the Premises shall be dependent upon Licensee obtaining currently valid certificates, permits, and other approvals, which may be required from any federal, state, or local authorities. Licensor shall reasonably cooperate with Licensee, but at no expense to Licensor, in obtaining such approvals.

b) Licensee shall be accountable for submitting Radio Frequency (RF) Emissions-Worker Safety test results upon the initial installation of the Licensee's Facilities, and thereafter upon a material change in the use of RF emissions therefrom, to Licensor to confirm compliance with the FCC's RF emission guidelines. Such testing must be sufficiently detailed to ensure compliance therewith. Licensee shall also provide warning signage as required by Governmental Requirements and will reasonably shut down its Licensee's Facilities as reasonably required to allow Licensor and its employees to safely perform maintenance and other types of work within the vicinity of Licensee's Facilities in compliance with such Governmental Requirements. Such shut down obligations, shall be contingent upon no less than five (5) business days' prior written notice of such need from Licensor to Licensee and shall be performed during off-peak hours of

operation absent such work needing to be performed immediately due to an emergency event imminently and materially threatening the health or safety of persons or property.

8. Possessory Interest Tax/Property Taxes.

Licensee recognizes and understands that this Agreement may create a possessory interest subject to taxation and that Licensee may be subject to the payment of taxes levied on such interest. Licensee shall pay all taxes including without limitation any possessory interest, real estate and personal property taxes and assessments assessed, levied, confirmed or imposed during the Term of this Agreement, whether or not now customary or within the contemplation of Licensor and Licensee: (i) upon, measured by or reasonably attributable to the cost or value of Licensee's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of the leasehold improvements made in or to the Premises by or for Licensee, regardless of whether title to the improvements is in Licensee or Licensor; (ii) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Licensee of the Premises or any portion of the Premises; (iii) upon the Premises and all personal property, furniture, fixtures and equipment, and all replacements, improvements, or additions to them, whether owned by Licensor or Licensee; and (iv) upon this transaction or any document to which Licensee is a party creating or transferring and interest or an estate in the Premises.

9. Termination.

a) Any Schedule hereunder may be terminated as follows: (i) by either party upon a default of any covenant, condition or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; provided that if the period of cure takes longer than 60 days and the party in default commences to cure the default within 30 days after receiving notice of the default, then the party in default shall have such additional time as shall be reasonably necessary to diligently affect a complete cure, (ii) by Licensee for any reason or for no reason, provided the Licensee delivers written notice of termination to the other party prior to the Commencement Date; (iii) 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, (iv) 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 five (5) days after it arises; and (v) by Licensee upon thirty (30) days prior written notice to Licensor if Licensee determines that the Premises are not appropriate for its operations for environmental or technological reasons, including, without limitation, signal interference, provided, however, that the remaining portion of the corresponding annual fee for said Schedule shall not be refundable nor shall it be prorated in the event of termination hereunder.

b) Any Schedule hereunder may be terminated on twelve (12) months prior written notice of termination by Licensor if Licensor determines that the Premises are not appropriate for use by Licensee due to environmental reasons, or the demonstrated need for the Premises to enable

Licensor (City) to provide for the health, safety, and welfare of the residents and businesses in the city; provided, however, in the event any notice of such termination is given, Licensor and Licensee shall use their best efforts to find a suitable alternative site on Licensor's property at or near the Premises to which Licensee's Facilities may be temporarily or permanently relocated. If a relocation is agreed to, the applicable Schedule shall be amended accordingly.

c) Any Schedule hereunder may be terminated by either party upon the expiration of the second Renewal Term or any subsequent Renewal Term, for any reason or no reason, provided the terminating party gives the other party at least six (6) months' prior written notice.

d) Upon termination, neither party shall have any further rights, obligations or liabilities to the other respecting the Premises terminated except: (i) with respect to provisions of this License which by their sense and context survive termination; (ii) where termination is by reason of breach or default of the other party; and (iii) with respect to the rights and remedies of the parties, and indemnification and insurance provisions, relating to the period prior to termination.

e) 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. 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 Facilities, 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.

11. Insurance / Subrogation / Indemnification.

a) Throughout the life of this license, Licensee shall maintain the following insurance with a carrier or carriers selected by Licensee and satisfactory to Licensor: (1) Commercial General Liability Insurance with a limit of not less than \$5,000,000.00 per occurrence; (2) Automobile Liability Insurance with a limit of not less than \$1,000,000.00 per occurrence; (3) Worker's Compensation Insurance with statutory limits covering all of Licensee's employees in accordance with the laws of the State of California; and (4) Employers Liability Insurance with a limit of not less than \$1,000,000.00 per occurrence.

During the term of each Schedule, Licensee shall maintain the following insurance with a carrier or carriers selected by Licensee and satisfactory to Licensor or carrying an AM Best's rating of no less than A- and a Financial Class of at least VII: (1) Commercial General Liability Insurance with a limit of not less than \$2,000,000.00 per occurrence, \$4,000,000.00 aggregate; (2) Automobile Liability Insurance with a limit of not less than \$1,000,000.00 per occurrence; (3) Worker's Compensation Insurance with statutory limits covering all of Licensee's employees in accordance with the laws of the State of California; and (4) Employer's Liability Insurance with a limit of not less than \$1,000,000.00 per occurrence.

b) The Commercial General Liability policy shall name Licensor, its officers, agents, employees, and volunteers as additional insureds with the Licensee, individually and jointly, and shall include a cross-liability or severability of interest clause or endorsement. Such policy shall insure against liability for death, bodily injury and property damage allegedly arising out of or in connection with the Licensee's operations under this License. Licensee shall have the right to self-insure with respect to any of the insurance required subject to levels of self-insurance retention(s) reasonably satisfactory to Licensor. Licensee must also provide the Licensor with a waiver of subrogation.

c) The Commercial Auto Liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of 6 not less than \$1,000,000. All of Licensee's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Licensee's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles. Licensee must also provide the Licensor with a waiver of subrogation.

d) Workers Compensation: By executing this Agreement, Licensee certifies that Licensee is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Licensee shall carry the insurance or provide for self-insurance required by California law to protect said Licensee from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Licensee shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Licensee is self-insured for such coverage, or 2) a certified statement that Licensee has no employees, and acknowledging that if Licensee does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof. Licensee must also provide the Licensor with a waiver of subrogation.

12. Other Insurance Provisions.

a) Written proof of compliance with these insurance requirements shall be filed with and approved by Licensor prior to the installation of any equipment on the Premises, and prior to the expiration of each policy year thereafter. A minimum of thirty (30) days' notice shall be given to Licensor of cancellation of any of the required insurance policies. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the

company, its agents or representatives" shall be deleted from the cancellation provision if an ACCORD certificate form is used to evidence the required insurance.

b) Except as to the sole negligence or willful misconduct, whether active or passive, of Licensor, its employees or agents, Licensee shall indemnify and hold harmless Licensor and its officers, employees, affiliates, successors and assigns, against and from any and all loss, claims, demands, causes of action, damages, costs (including attorneys' fees), or liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from or caused by or claimed to result from or be caused by, or in any way connected with: (i) 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 or determined to have been contributorily, concurrently, jointly, independently or solely 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 attorney's fees incurred in connection therewith. The parties expressly agree that any payment, attorney fee, costs or expense City incurs or makes to or on behalf of an injured employee under City's self-administered worker's compensation program is included as a loss, expense or costs for the purpose of this Section, and that this Section shall survive the expiration of early termination of the Contract (License Agreement).

c) Licensee shall not be responsible to Licensor, or any third party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

d) The parties expressly agree that any payment, attorney fee, costs or expense City incurs or makes to or on behalf of an injured employee under City's self-administered worker's compensation program is included as a loss, expense or costs for the purpose of this Section 14.

e) 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 negligence or willful misconduct of Licensor, its agents or employees.

f) Licensor shall indemnify, defend, protect and hold harmless Licensee, its affiliates, and each of their directors, officers, partners, members, shareholders, agents and employees from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) to the extent arising out of or resulting from use and operation of Licensor's Property by Licensor or its employees, agents, contractors, tenants, licensees (other than Licensee) or invitees or the condition of Licensor's Property; provided that Licensor, its affiliates and each of their directors, officers, partners, shareholders,

agents and employees shall have no liability for any injury, damage, liability, loss, cost or expense occasioned by theft, fire, act of God, civil disturbance, strike, order of governmental authority other than a lawful exercise of Licensor's authority, interruption of utility service or other cause beyond their reasonable control and not resulting from their negligence.

13. Assignment / Sublicense / Transfer / Co-Locations.

a) Notwithstanding any provision of this License Agreement to the contrary, and except as provided otherwise in subsection (c) below, Licensee shall not voluntarily assign, sublicense, transfer, or co-locate this License Agreement or any Schedule hereunder (and the Premises affected thereby) without the prior 60-day written notice and approval of Licensor. Failure to provide the Licensor prior written notice and receive the Licensor's consent will result in a \$5,000.00 administrative fine. Furthermore, the Licensee reserves the right to terminate this License Agreement or Master Agreement in the event the Licensor determines the assignee, or new owner is not qualified or is otherwise unacceptable to the Licensor for the provision of services under the agreement or amendment. Licensor shall not unreasonably withhold or delay its approval.

b) If Licensee desires at any time to assign, sublicense, transfer, or co-locate the License Agreement, it shall first deliver to Licensor (i) a 60-day written request for approval, (ii) the name, address and most recent financial statements of the proposed assignee and (iii) the proposed instrument of assignment or sublicense, which shall include a written assumption by the assignee of all obligations of Licensee under this License Agreement arising from and after the effective date of assignment. Licensor shall approve or disapprove a proposed assignment within 30 days after Licensee delivers such items to Licensor.

c) Without Licensor's consent, Licensee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring one hundred percent (100 %) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement. Licensor may assign this License Agreement upon written notice to Licensee, subject to the assignee assuming all of Licensor's obligations herein. Licensee shall deliver 60-day prior written notification of any such assignment and shall further provide Licensor written documentation showing that any such assignee has affirmatively assumed all the relevant obligations under this Agreement, arising from and after the date of such assignment with respect to the portion of the rights assigned. Notwithstanding anything to the contrary contained in this Agreement, and without Licensor's consent, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

d) In the case of an assignment, sublicense or transfer (hereinafter collectively identified as "transfer") of this License or any Schedule hereunder for which Licensor's consent is required and received, Licensor shall be entitled to 50% of any consideration Licensee receives from the transferee for the benefit of this License Agreement or such Schedule in excess of the fee under

this License. Provided, however, such fee shall exclude any amounts received from the transferee as recoupment of legitimate construction and/or equipment costs incurred by Licensee which are verified to be the proportionate share of such costs attributable to the transferee. Such verification shall be provided upon Licensor's written request. The parties understand and agree that a bona fide sale by Licensee of business assets comprising this License and/or the Schedule, in addition to business assets other than this License and/or the Schedule, shall not constitute a transfer within the meaning of this Section 13 (d).

14. Change In Ownership.

a) Licensee agrees that if there is to be a change or transfer of ownership of this site license or its equipment prior to the completion of this License Agreement or Master Agreement, a 60-day written notice and Licensor's consent is required prior to the change or transfer of ownership. Failure to provide the Licensor prior written notice and receive the Licensor's consent will result in a \$5,000.00 administrative fine. Furthermore, the Licensee reserves the right to terminate this License Agreement or Master Agreement in the event the Licensor determines the assignee, or new owner is not qualified or is otherwise unacceptable to the Licensor for the provision of services under the agreement or amendment.

b) Licensee agrees that if there is a change in ownership or transfer in ownership of this site license or its equipment, the new owners shall be required under the terms of sale or transfer to assume Licensee's duties and obligations contained in this License Agreement or Master Agreement and complete them to the satisfaction of the Licensor.

15. Repairs.

Licensee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Licensee, its employees, agents, contractors or subcontractors.

16. Environmental / Hazardous Material.

a) As used in this paragraph, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste that is or becomes regulated by the United States, the State of California or any local government authority having jurisdiction over the Premises. Hazardous material includes, but is not limited to:

- i) Any "hazardous substance," as that term is defined in the Comprehensive Environment Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code Sections 9601-9675);
- ii) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code Sections 6901-6992k);

- iii) Any pollutant, contaminate, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous or toxic waste, substance, or material, now or hereafter in effect);
- iv) Petroleum products;
- v) Radioactive material, including any source, special nuclear, or by-product material as defined in 42 United States Code Sections 2011- 2297g-4;
- vi) Asbestos in any form or condition; and, electromagnetic fields ("EMF"), electromagnetic energy ("EME"), and radio frequency ("RF");
- vii) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

b) Licensee shall at all times observe and satisfy the requirements of, and maintain the Premises, including the use and disposal of all hazardous material, in compliance with all federal, state and local environmental protection, occupational, health and safety and similar laws, ordinances, restrictions, licenses and regulations, including but not limited to, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), California Health and Safety Code (Section 25100 et seq., Section 25300 et seq., Section 39000 et seq.), California Water Code (Section 13000 et seq.) and the Environmental Responsibility Acceptance Act (California Civil Code Section 850 et seq.).

c) If, during the term of this License, Licensee becomes aware of (a) any actual or threatened release of any hazardous material on, under, or about the Premises or (b) any inquiry, investigation, proceeding, or claim by any governmental agency or other person regarding the presence of hazardous material on, under or about the Premises, Licensee shall give Licensor written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to Licensor copies of any claims, notices of violation, reports, or other writings received by Lessee that concern the release or investigation.

d) If the presence of any hazardous material brought onto the Premises by Licensee or Licensee's employees, agents, contractors or invitees results in contamination of the Premises, Licensee shall promptly take all necessary and appropriate actions, at Licensee's sole expense, to return the Premises to the condition that existed before the introduction of such hazardous material

and Licensor shall in no event be liable or responsible for any costs or expenses incurred in doing so. Licensee shall first obtain Licensor's approval of the proposed remedial action. This provision does not limit the indemnification obligations set forth above.

e) Licensee shall indemnify, protect, defend and hold Licensor, its officers, agents, employees, and the Premises, harmless from and against any and all loss of rents/fees and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys' and Licensees' fees arising out of or involving any use, manufacture, disposal, transportation, spill, release, management, handling, treatment or generation of any Hazardous Substances, including but not limited to electromagnetic fields ("EMF"), electromagnetic energy ("EME"), and radio frequency ("RF") in, on or about the Premises by or for Licensee or under Licensee's control, or any storage tanks brought onto the Premises by or for Licensee or under Licensee's control. Licensee's obligations under this Section shall include, but not be limited to, the effects of any contamination or injury to personal property or the environment created or caused by Licensee, and the cost of investigation (including Licensees' and reasonable attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this License or any Schedule herein. No termination, cancellation or release agreement entered into by Licensor and Licensee shall release Licensee from its obligations under this License with respect to Hazardous Substances (including EME, EMF and RF) or storage tanks, unless specifically so agreed by Licensor in writing at the time of such agreement this provision will survive the termination of the License.

f) Licensor shall indemnify, protect, defend and hold Licensee, its officers, agents, employees and the Premises harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys' and Licensees' fees arising out of or involving any use, manufacture, disposal, transportation, spill, release, management, handling, treatment or generation of any Hazardous Substances in, on or about the Premises by or for Licensor or under Licensor's control or by a third party with Licensor's consent, or any storage tanks brought onto the Premises by or for Licensor or under Licensor's control.

17. Miscellaneous.

a) Subordination to Existing Uses. The right to use the Premises as granted herein and/or in any applicable Schedule by Licensor to Licensee, and all rights and privileges thereunder, are and shall be subordinate to the prior existing operations of Licensor and to other prior existing use or operations of Licensor's other tenants, lessees and/or licensees at each Property.

b) No Interest in Property. Nothing herein shall be deemed to create a lease or easement of any property or to grant any interest in the Premises, other than a real property license to use the Premises. Notwithstanding the foregoing, however, each Schedule licensed hereunder shall only be revocable or terminable as expressly set forth herein and/or as set forth in the applicable Schedule.

c) Rights and Remedies. No provision in this Master Agreement shall be construed, expressly or by implication, as waiver by either party of any existing or future right and/or remedy

available by law in the event of any claim or default or breach of this Master Agreement. The failure of either party to insist upon the strict performance of any term or condition of this Master Agreement or to exercise or delay the exercise of any right or remedy provided in this Master Agreement, or by law, or, in the case of Licensor, Licensor's acceptance of and payment of Rent, shall not release the other party from any responsibilities or obligations imposed by this Master Agreement or by law, and shall not be deemed a waiver of any right to insist upon the strict performance of this Master Agreement.

18. Severability.

If any provision of this License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

19. Successors and Assigns.

This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. If at any time during the Term or any Renewal Term of this License, the interest of Licensor in this License or any Premises should be sold, leased, conveyed or otherwise transferred voluntarily or by operation of law, such sale, lease, conveyance, or transfer, shall not terminate this License, any Schedule or Licensee's rights under this License or any Schedule; and the successor-in-interest to Licensor shall be obligated to recognize the rights of Licensee from and after the date of such transfer.

20. Binding.

This Master Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. If at any time during the Term or Renewal Term of this Master Agreement, the interest of Licensor in this Master Agreement or any Premises should be sold, leased, conveyed or otherwise transferred voluntarily or by operation of law, such sale, lease, conveyance, or transfer, shall not terminate this Master Agreement, any Schedule or Licensee's rights and privileges under either; and the successor-in-interest to Licensor shall be obligated to recognize the rights and privileges of Licensee from and after the date of such transfer.

21. Notices.

All notices, requests, demands and other communications shall be in writing and are effective five (5) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Licensor, to:
City of Riverside
General Services Department
Property Management Division
8095 Lincoln Ave
Riverside, CA 92504

With a copy to:
City of Riverside
City Attorney's Office
3750 University Ave, Suite 250
Riverside, CA 92501

If to Licensee, to

With a copy to:

22. Governing Law and Venue.

This License shall be governed by, interpreted and enforced in accordance with laws of the State of California, without regard to the conflict of laws principles thereof. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this License shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this License or to recover any damages for and on account of the breach of any term or condition of this License, it is mutually agreed that each party will bear their own attorney's fees and costs.

23. Survival.

Terms and Conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

24. Entire Agreement.

This License, including any Schedules (Attachment I) executed hereunder, constitutes the entire License and understanding between the parties, and supersedes all offers, negotiations and other licenses concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by both parties.

25. Laws.

This Master Agreement shall be governed under the laws of the State of California.

26. Authority.

The persons who have executed this Master Agreement represent and warrant that they are duly authorized to execute this Master Agreement in their individual or representative capacity as indicated.

27. Liens.

During the term hereof, Licensee shall keep each Premises free from all liens, including but not limited to mechanic's liens and further encumbrances by reason of services performed or materials supplied on behalf of Licensee with respect to Licensee's use of such Premises. Failure of Licensee to remove or bond any such lien recorded or unrecorded against the Premises within thirty (30) days of receipt of notice of recordation shall be considered an Event of Default with respect to the corresponding Schedule for such Premises and cause for termination of such Schedule upon notice thereof by Licensors.

28. Waiver.

No action or failure to act by the Licensors shall constitute a waiver of any right or duty afforded Licensors under this License, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this License or as may be otherwise agreed in writing.

29. No Partnership.

This Master Agreement shall not be construed to continue any form of partnership or joint venture between Licensors and Licensee.

30. Nondiscrimination.

During the term of this License, Licensee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Licensee agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this License.

31. Electronic Signatures.

Each party of this Master Communication Site License Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California

Uniform Electronic Transactions Act (" CUETA") Cal. Civ. Code §§ 1633, 1 to 1633.17), for executing this Master Communication Site License Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633. 2 of the Civil Code.

32. Signature Authority

Licensor represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Licensee and to bind Licensee under this contract. This contract shall be binding upon and shall inure to the benefit of Licensor and Licensee and to their representatives, successors, and assigns.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this License to be duly executed the day and year first written above.

LICENSOR:
CITY OF RIVERSIDE

LICENSEE:

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTESTED TO:

By: _____
Name:
Title:

By: _____
Name:
Title:

Approved as to form:

A handwritten signature in blue ink, appearing to read "A. A. Salh", is written over a horizontal line.

Deputy City Attorney

ATTACHMENT I

SCHEDULE OF LICENSED PROPERTY

Licensors Site Name/No.: _____

Licensee Site Name/No.: _____

This Schedule number _____, effective _____, 20_ ("Effective Date") is governed by the terms and conditions of the Master Communications Site License Agreement ("Master Agreement") entered into between [LICENSEE] ("Licensee"), and the City of Riverside, a California charter city and municipal corporation ("Licensor" or "City") on _____, 20_, and is incorporated herein by this reference.

1. Licensed Premises: The Premises licensed to Licensee under this Schedule is generally located as depicted on the Master Site Map attached hereto as Exhibit "A" and identified on the Schedule of Sites attached hereto as Exhibit A-1, which are incorporated herein by reference.
2. Schedule Commencement Date: This Schedule shall commence upon the execution of this Schedule by both parties ("Schedule Commencement Date").
3. Term of Schedule: The term of the License for the Premises identified in this Schedule is five (5) years commencing on the date first written above, subject to Licensee's option to extend the term of this License for five (5) Renewal Terms of five (5) years each. Upon the expiration of the Renewal Term, Licensee shall have the right to continue to occupy the Premises as set forth in the Master Agreement.
4. Schedule Premise: The Premises located at _____ (APN: _____) and licensed hereunder are comprised of approximately _____ square feet together with all necessary space and easements for access and utilities, and space for Licensee's antennas and ancillary equipment thereto, as more particularly set forth and described in the Exhibit "B" attached hereto and incorporated herein by this reference.
5. Annual Schedule Fee and Schedule Fee Escalation:
 - a) From and after the Schedule Commencement Date, Licensee shall pay Licensor as annual fee, _____ and xx/100 dollars (\$ _ .00) per year ("Annual Fee"). The first payment of the annual fee shall be due within twenty (20) days following the Schedule Commencement Date and shall be prorated based on the days remaining in the year following the Schedule Commencement Date until July 1st of the following year, and thereafter the annual fee will be payable annually in advance by July 1st of each year to Licensor at the following address:

Payee: City of Riverside, 3900 Main Street, Riverside, California 92522,
Attention: Revenue Division.

If this Schedule is terminated for any reason (other than a default by Licensee) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Licensee or applied to another Schedule under the Master Agreement.

b) Upon the commencement of any Renewal Term hereunder, Rent will be increased for each such Renewal Term for the annual installment of Rent payable during the preceding Renewal Term as set forth in the Master Agreement.

6. **Additional Provisions: Conditions for Premises Access and Use:** Conditions for access and use of the Premises for each Schedule are attached hereto as Exhibit "C" and incorporated herein by reference.
7. **Licensor Contact:** The Notices shall be the same as Section 23 of the Master Agreement.
8. **Licensee Contact:** The Notices shall be the same as Section 21 of the Master Agreement.
9. **Signature Authority:** Licensor represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Licensee and to bind Licensee under this contract. This contract shall be binding upon and shall inure to the benefit of Licensor and Licensee and to their representatives, successors, and assigns.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Schedule to be duly executed the day and year first written above.

LICENSOR:
CITY OF RIVERSIDE

LICENSEE:

By: _____
Name:
Title:

By: _____
Name:
Title:

Attested to:

By: _____
Name:
Title:

By: _____
Name:
Title:

Approved as to form:

Deputy City Attorney

EXHIBIT

"A"

MASTER

SITE MAP

EXHIBIT "A-1"

SCHEDULE OF

SITES

EXHIBIT "B"

SCHEDULE

SITE PLAN

EXHIBIT "C"

CONDITIONS FOR ACCESS AND USE OF PREMISES