

POLE ATTACHMENT AND CONDUIT LICENSE

On this ____ day of _____, 20_16_ the CITY OF RIVERSIDE, a California charter city and municipal corporation hereinafter called "City," and _ ExteNet Systems (California) LLC_ hereinafter called "Licensee", hereby agree that from and after the date hereof the following terms and conditions shall govern Licensee's use of any and all poles or conduits owned in whole or in part by City. This License applies to all attachments or occupations of Licensee's equipment as hereinafter defined.

This is a pole attachment or conduit occupation only license and does not preclude City from requiring a franchise or other type of additional agreement in the future to the extent legally required.

1. Licensee's use of City's poles or conduits shall be confined to supporting those cables and wires together with associated messenger cables, guy wires, anchors and other appurtenances, all hereinafter called "equipment", which City has given License prior written permission to install, and said equipment shall be used only for installing, maintaining, upgrading, operating and removing telecommunication facilities . Any and all of said equipment shall be located only on that portion of City's poles or within conduits normally used for communication facilities and not on that portion used for electrical transmission or distribution. This License covers the area within the limits of the City of Riverside.

2. Whenever Licensee shall desire to place equipment upon any of City's poles or within City's conduits, Licensee shall make written application for permission to do so, in the number of copies and in the form from time to time prescribed by City. If said application is approved, permission to place the equipment described in said application upon the pole or poles or within conduit or conduits therein identified within the time specified therein shall be granted by City by one copy of said application being signed by an employee designated by the Director of the Riverside Public Utilities Department, in the place provided thereon for that purpose and returning said signed copy to Licensee. If City fails to approve or deny the application in writing within forty-five (45) days after City receives a complete application and all required documents and materials, and if Licensee has paid all sums required herein and is not in default of any obligations under this License, then the application shall be deemed accepted.

3. Upon receiving the signed copy of the application but not before, and upon payment of the sums required herein, Licensee shall have the right to install, maintain and use its equipment described in the application upon the pole(s) or conduit(s) identified therein, provided, however, that before commencing the installation Licensee shall notify City of the specific time it proposes to do the work sufficiently in advance so City may arrange to have its representative present when the work is performed.

Licensee shall not have the right to place, nor shall it place any additional equipment upon any pole or within any conduit used by it without first making application for permission to do so, together with the required fees. Licensee shall not change the position of any equipment attached to any pole or within any conduit without City's prior written approval.

4. Each application to City to install any equipment shall be accompanied by a payment to City of \$67.00 per pole/structure as a one-time fee to process a request for attachment. This fee shall be for the processing of the application and the engineering of the attachments or occupations proposed and the inspection of the work performed pursuant to Section 19 herein, and shall not exceed the actual cost of processing the request.

5. In addition to the processing, engineering, and inspection fees specified in Section 4 above, Licensee shall pay to City an annual license fee of twenty-three dollars and fifty cents (\$23.50) per foot of occupied pole space, five dollars (\$5.00) per anchor attachment, and two dollars (\$2.00) per foot of conduit or innerduct occupied. The annual fee shall be prorated over the number of months that Licensee has its equipment attached to or occupied in City's facilities commencing with the first day of the month following the date of attachments, and shall be payable in advance, half on the first day of January and half on the first day of July in each year. The annual fee may be changed by City, in accordance with applicable federal, state or local law, upon ninety (90) days' written notice to Licensee.

6. (a) Licensee shall, at its own risk and expense, place and maintain said equipment upon said poles or in conduits (i) in a safe condition and in good repair, (ii) in a manner satisfactory to City and so as not to conflict or interfere with work on or use of the poles or conduits by City or others and (iii) in conformity with such requirements and specifications as City may from time to time prescribe and with all laws and regulations, orders, and decrees of all lawfully constituted bodies and tribunals pertaining to overhead and underground line construction, including without limit thereto, General Orders No. 95 and 128 of the Public Utilities Commission of

the State of California and any supplements thereto and revisions thereof, and the National Electrical Safety Code.

(b) Licensee shall install and maintain tags on its equipment at each attachment identifying the Licensee's name and contact phone number. Such tagging will be of sufficient size and position so as to be readable from ground level.

(c) Licensee shall furnish all work, materials and equipment required for its installations. City may, at City's sole discretion, install all or part of the equipment to be installed on poles or within conduits within City and all other necessary facilities. City shall commence and diligently prosecute to completion necessary repairs and adjustments, to work performed by City within fifteen (15) days after City receives a written request from Licensee. Licensee shall reimburse City for its entire actual costs and fully burdened labor expenses of performing installation of Licensee's facilities.

(d) Licensee shall complete the installation of its equipment covered by each approved individual application within such time limit as City shall state on said application; and if Licensee should fail to complete the installation of its equipment within the prescribed time limit, or if no such time limit is stated by City, then within one hundred eighty (180) days, the permission granted by City to place equipment 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 applications.

(e) For purposes of this Agreement "fully burdened labor expense" shall mean the rate of pay for a unit of labor performed by a City employee plus benefits and non-personnel operating costs allocable to such unit of labor, as adjusted from time to time. In fiscal year 2007, City's fully burdened labor expense for City provided electric utility labor is calculated as the employee's base hourly rate of pay plus 114% of such base hourly rate.

7. (a) If in City's judgment, the accommodation of any of Licensee's equipment necessitates the rearrangement of facilities on or within existing City facilities, City will indicate on the application the necessary changes and the estimated cost thereof and return it to Licensee. If Licensee still desires to use the facilities and returns the application marked to so indicate, City within a reasonable time will provide new facilities as required, and City will make such transfers or rearrangements of existing facilities as may be required, all to be done at the sole risk and

expense of Licensee, and Licensee, will reimburse City its entire actual costs and fully burdened labor expense thereby incurred.

(b) If in City's judgment, Licensee's existing equipment on or within any City facility interferes with or prevents the placing of any additional facilities required by City, and if the additional facilities could be placed by removing Licensee's equipment, or by rearranging the existing facilities, City shall notify Licensee of the rearrangements of facilities and transfers of facilities required in order to continue the accommodation of Licensee's equipment, together with an estimate of the cost of making any such changes; and if Licensee desires to continue to maintain its equipment and so notifies City, City shall within a reasonable time make such replacement or facilities rearrangement as may be required, all at the sole risk and expense of Licensee, and Licensee, on demand, shall reimburse City for the entire actual costs and fully burdened labor expense incurred. If Licensee does not so notify City, Licensee shall, at its sole expense and risk, remove its equipment from City facilities within thirty (30) days from notification by City.

8. If Licensee makes attachments, contacts or installations of equipment to any of City's facilities or to portions or spaces of any facilities owned by City, without City's permission hereunder, or if Licensee is in material default of any term or condition hereof, City may at its option remove any or all of Licensee's equipment attached to or installed upon any of City's facilities. Any removals of equipment pursuant to this section shall be at the risk of Licensee and any such equipment as City shall so remove shall be stored only for sixty (60) days by City and disposed of thereafter for Licensee's account in a manner to be determined solely by City. Licensee shall reimburse City for all costs of removal and storage incurred. If any Licensee attachments or occupations made without prior approval of City are discovered, application to City must be initialed pursuant to the requirements stated in Section 4 of this License and if subsequently approved by City, Licensee shall pay City upon demand an amount equivalent to two (2) years' annual license fee for each attachment or occupation, computed at the annual rate then in effect in addition to all other costs or charges payable hereunder, including back charges for the entire period of time from the date of attachment as best determined by City.

9. In order to keep the number of poles on public thoroughfares and elsewhere to a practicable minimum, Licensee shall not erect any pole of its own in or near any location where City is willing to accommodate Licensee's equipment or to provide a pole adequate to

accommodate Licensee's equipment. Licensee shall not erect any pole of its own where no pole line exists.

10. Nothing in this License shall restrict Licensee from negotiating with other pole owners for use of space on their poles or for space on poles jointly owned by them with City or other conduit owners for use of space within their solely owned systems.

11. (a) When the anchorage requirements of Licensee and City are coincident, in the sole judgment of City, the strains of City's facilities and Licensee's equipment on the poles involved shall be held by the same guys and anchors. When City deems it desirable, Licensee shall install, or if City so elects it will install, separate guys or anchors, or both, to hold the strains of Licensee's equipment upon the poles, at Licensee's sole risk and expense and for its account. Any such separate guys and/or anchors shall be owned and maintained by Licensee.

(b) When, in the sole opinion of City, any existing guying facilities are inadequate to hold the strains caused by Licensee's equipment, and separate guying facilities are not desired, or if guying facilities being used by Licensee are, in the opinion of City, inadequate to hold additional strain resulting from the placing of any additional facilities on the poles involved and the guying facilities would have been adequate to hold the additional strains but for the strains resulting from Licensee's equipment, City may replace the existing guying facilities with adequate guying facilities at the sole risk and expense of Licensee and Licensee, on demand, will reimburse City for City's entire actual cost and fully burdened labor expense.

12. Licensee shall provide a 24 hour emergency repair service throughout the term of this License. Upon approval of first attachment, the name of the person or persons responsible, and their telephone numbers must be provided before construction may commence.

13. City reserves to itself the right to maintain the poles and conduits and to operate its facilities in such manner as will best enable it to fulfill its own service requirements and City shall not be liable to Licensee for any interruptions to Licensee's service or for interference with the operation of Licensee's equipment arising in any manner from the use of the poles, conduits and facilities by City, except in instances of City's gross negligence or willful misconduct.

14. Licensee shall obtain from the public authorities and private owners of real property any and all permits, easements, licenses, franchises or grants necessary for the lawful exercise of the permission granted by the approval of any application hereunder. Nothing herein shall be deemed to grant to Licensee any license, easement, assignment or other right to exercise any of

City's rights to erect or maintain any poles, electric lines, City owned telecommunication lines or other equipment over, through, under or upon any property of another. Licensee shall indemnify, hold harmless and, at the option of City, defend City against any loss, damage, penalties, liability or expense, including attorney's fees caused by Licensee or claimed to be so caused arising out of any act or omission of Licensee, which City or any third party or parties may suffer or incur, including without limitation, any loss, damage, cost, expense or liability suffered or incurred or alleged to be suffered or incurred by reason of Licensee's failure to comply with the provisions of this License, or arising out of any invasion or alleged invasion of property rights of third parties by Licensee or its officers, employees, successors or assigns made or done pursuant to the provisions of this License. Nothing in this License shall be construed to confer any permit, license or grant to use the property of any third persons.

15. Licensee shall at any time, at its own sole risk and expense, upon notice from City, relocate, replace or renew its equipment or transfer it to other poles or conduits, or perform any other work in connection with said equipment as may be required by City in City's sole discretion; provided, however, that in such cases as may be determined by City, City may at Licensee's sole risk and expense, relocate, replace or renew equipment, transfer it to other poles or perform any other work in connection with said equipment that may be required in the maintenance, replacement, removal or relocation of said poles or conduits and the facilities thereon or which may be placed therein, or for the service needs of City, and Licensee, on demand, shall reimburse City for the entire actual costs and fully burdened labor expense thereby incurred.

16. Licensee may at any time remove all or part of its equipment from any of said poles or conduits, and, in each case, it shall immediately give City written notice of such removals in the number of copies and in the form from time to time prescribed by City. Removal of such equipment from any pole or conduit shall constitute a termination of Licensee's right to use such pole or conduit for the equipment removed.

17. No use, however extended, of any pole(s) or conduit(s) under this License shall create or vest in Licensee any ownership or property rights, but Licensee's rights shall be and remain a mere license, which as to any particular pole(s) or conduit(s) may be terminated at any time by City, upon ninety (90) days' written notice to Licensee, and Licensee shall remove its equipment from the pole(s) or conduit(s) within ninety (90) days, provided that City offers an alternative route for Licensee's equipment and City does not require an additional application fee.

Licensee shall prevent any and all liens from attaching, as a result of Licensee's activities, to any property of City upon which any of Licensee's equipment is attached or installed. Nothing herein contained shall be construed to compel City to maintain any particular pole(s) or conduits for a period longer than that demanded by its own service requirements. Nothing in this License shall create any special relationship between City and Licensee, such as any agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to its business dealings with others, the words and marks "City", "City of Riverside" or any other words and marks owned by or used by City in identifying itself or by others in referring to it, without specific written permission from City to do so.

18. License shall exercise reasonable precautions to avoid causing damage to the facilities of City. Licensee shall be fully responsible for any and all loss from damage, including without limitation damages for loss of use and liability for consequential damages arising out of or caused by an act, failure to act or intentional act of Licensee's employees, contractors or sub-contractors. Licensee shall make an immediate report of the occurrence of any damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

19. City shall have the right to inspect each new installation of Licensee's equipment upon and in the vicinity of City's pole(s) or conduit(s), and to make inspections as often as construction may warrant of Licensee's plant as City deems necessary. Inspections, whether made or not, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this License.

20. In furtherance of the purposes of law, rules and regulations relating to security, espionage, sabotage and subversive activities, Licensee agrees as follows:

(a) To provide suitable identification to each employee agent, and/or contractor of Licensee who will have occasion to perform work on or about poles or conduits of City.

(b) To cause each such employee, agent, and contractor to observe faithfully and to comply strictly with all general security rules which City reasonably may find necessary or advisable on the premises.

(c) Not to assign any work on, about or within City's pole(s) or conduit(s) to any such employee, agent or contractor who in the judgment of City, Licensee or other competent authority is a security risk.

(d) Not to permit any employee, agent or contractor to open or enter any City owned vault, manhole, pullbox or other substructures at any time.

21. In addition to other indemnification hereunder, Licensee shall indemnify, defend, and hold harmless City 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:

(a) Installation by Licensee, maintenance, existence, or use of equipment on, about, or within City's pole(s) or conduit(s), whether solely owned by City or jointly owned with other utilities; or

(b) 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 City pursuant to or consistent with this License, notwithstanding the circumstances that City 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 City or its officers, employees, affiliates, subsidiaries, successors or assigns, in any such suit, action, or other legal proceeding and shall reimburse City for any and all legal expenses, including attorney's fees incurred in connection therewith, except in instances of City's gross negligence or willful misconduct.

Licensee covenants and agrees that City shall not be liable for any damage or injury of any kind or nature to Licensee's equipment, employees, agents, servants, or independent contractors or third parties, notwithstanding the circumstances that City may be alleged or determined to have been contributorily, concurrently, or jointly, independently, or solely negligent and the direct or proximate cause of any such damage to Licensee's equipment.

22. Prior to City's execution of this License, and throughout the term of this License, Licensee shall obtain and maintain the following insurance in full force and effect with an insurance company or companies satisfying the requirements below:

(a) **Workers' Compensation Insurance.** By executing this License, 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 work under this License. A certificate evidencing such compliance shall be filed with City, which certificate shall provide that City shall be given ten (10) days written notice prior to cancellation of such coverage. Licensee shall require the insurance company or companies to waive all rights of subrogation against City, its officers, agents and employees.

(b) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence limit and a general aggregate limit in the amount of not less than \$2,000,000 to insure Licensee against damages for bodily injury (including death), as well as against claims for property damage which may arise from or which may concern operations or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Licensee, including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability (including under Section 21 of this License). All such liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California.

(c) Automobile liability insurance in an amount not less than \$1,000,000 per occurrence limit and issued by insurance companies authorized to transact liability insurance business in the State of California.

(d) Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this License, for both commercial general and automobile liability, shall be filed with City and shall include City as an additional insured. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following provisions:

"Solely as respects work done by and on behalf of the named insured under this License with the City of Riverside, it is agreed that City and its officers and employees are added as additional insured under this policy."

(e) The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail.

(f) City, its agents and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this License are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will

obtain such additional insurance coverage as Licensee deems adequate, Licensee will obtain such additional insurance coverage as Licensee deems adequate, at Licensee's sole expense.

(g) If for any reason Licensee fails to obtain or keep any of the insurance in force, City may (but is not required to) obtain that insurance. In that event, Licensee must promptly reimburse City its premium costs, plus one and one-half percent (1-1/2%) monthly interest until paid.

(h) Any insurance policy or coverage provided by Licensee as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

23. City shall have the right to require Licensee to furnish a bond to cover the faithful performance by Licensee of its obligations under this License. If such a bond is required by City, 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 and satisfactory to City; shall not be subject to termination or cancellation except upon ninety (90) days' prior written notice by certified mail to City; shall be in such form and in such amount, not to exceed \$250,000, as City shall specify from time to time; and, subject to termination or cancellation as foresaid, shall be maintained in full force and effect throughout the life of this License.

24. If the Surety on the bond mentioned in Section 23 hereof should give notice of the termination of said bond, or if Licensee should materially default in any of its obligations under this License and such material default shall continue for thirty (30) days after written notice thereof, City may, by a written notice to Licensee, forthwith terminate this License or forthwith terminate any or all permits granted by it hereunder, and Licensee shall remove its equipment from the poles to which said termination applies within ninety (90) days from such notification. The obligations of Licensee shall survive such termination of this License until fully performed by Licensee.

25. In addition to any other rights of City hereunder or at law or equity, if Licensee should default in the removal of its equipment from any pole, conduit or other City facility within the time allowed for removal or should default in the performance of any other work which it is obligated to do under this License, City may elect to do the work at Licensee's sole risk and expense, and Licensee, on demand, shall reimburse City for its actual costs and entire fully burdened labor

expense incurred. Any equipment removed by City under this section shall be stored by City at Licensee's expense no longer than sixty (60) days, and thereafter disposed of by City for Licensee's account in a manner solely determined by City.

26. If either party should bring any suit, action, or other legal proceeding against the other party hereunder or in connection herewith, the prevailing party shall be entitled to recover, in addition to any judgment or decree for costs, such reasonable attorney's fees as it may have incurred in the suit, action, or other legal proceeding.

27. The failure by either party to enforce any provision of this License or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this License conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions not voided shall remain in full force and effect.

28. All amounts payable by Licensee to City under the provisions of this License shall unless otherwise specified be due and payable within thirty (30) days after presentation of bills. Nonpayment of any amount when due shall constitute a material default of this License.

29. Nothing herein contained shall be construed as affecting any rights or privileges conferred by City, by contract or otherwise, to others not parties to this License to use any poles and conduits covered by this License; and the City shall have the right to confer, continue or extend such rights or privileges. The privileges herein granted to Licensee shall at all times be subject to any such contracts and arrangements.

30. Unless sooner terminated as herein provided this License shall continue in effect for a term of ten (10) years from the effective date hereof, and from year to year thereafter, but any party may terminate its participation in whole or in part at any time during the term or any extensions thereof by giving the other party at least six (6) months prior written notice to that effect. At the expiration of six (6) months, all rights and privileges of Licensee as to the poles and conduits affected by the notice shall forthwith terminate, and Licensee shall remove its equipment prior to the expiration of such six month period.

Any termination of this License in whole or in part shall not release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing, or which arises out of any claim that may have accrued or may be accruing at the time of termination.

31. Licensee shall not assign, transfer, sublicense, sublease or sublet any privilege granted to it hereunder, without City's prior written consent, which will not be unreasonably withheld, but otherwise this License shall inure to the benefit of and be binding upon the successors and assigns of the parties thereto.

32. Licensee agrees that no contract work done for it by an independent contractor shall be done by any person, firm or corporation, without requiring insurance from said independent contractor as required of Licensee and that City shall be included in the various insurance policies required therein as an additional insured as specified by City.

33. (a) Licensee shall pay when due all taxes on its equipment installed on City poles or in City conduits and should any such tax be assessed against and required to be paid by City, Licensee, on demand, will reimburse City in the amount of such tax so paid by City.

(b) It is the intent of the parties hereto not to create any permanent or possessory interest accruing to Licensee in City's poles or conduits by this License or by exercise of the permission given, and Licensee hereby recognizes and understands that this License may create a possessory interest subject to property taxation and that the Licensee may be subject to the payment of property taxes levied on such interest. Any such imposition of a possessory interest tax shall be the liability of the Licensee, and Licensee agrees to pay or reimburse City for any and all such taxes and assessments, together with all penalties and fees, if applicable, during the term of this License.

34. Whenever in this License notice is provided or required to be given by one party to another, such notice shall be in writing and transmitted by United States mail or by personal delivery to:

Riverside Public Utilities, Energy Delivery Engineering

3750 University Ave.

Riverside, CA 92501

or

To: __ExteNet Systems, Inc__

3030 Warrenville Road, Suite 340__

Lisle, Illinois 60532

Attn: CFO

With a copy to General Counsel at the same address

as the case may be or to such other address as either party may, from time to time, designate for that purpose, and shall be deemed given two (2) days following its deposit in the United States mail with first-class postage fully paid thereon.

35. Licensee acknowledges and agrees that this License does not authorize Licensee to use its equipment to provide, nor shall Licensee allow or permit any other person or entity to use any of Licensee's equipment to provide, within the City of Riverside any form of "cable services" as defined in 47 USCA Section 522 (the Cable Communications Act of 1984 as modified by the Telecommunications Act of 1996), "cable television system" services or "video provider" services as defined in Section 53054.2 of the California Government Code, or "community antenna television system" services subject to Section 53066 of the California Government Code, as those statutes now provide and as they may be subsequently amended to provide, without obtaining a franchise from the State of California. Licensee hereby acknowledges and agrees to comply with the provisions of Assembly Bill 2987, the Digital Infrastructure and Video Competition Act of 2006.




36. Business Tax. Licensee understands that its performance under this License will constitute doing business in the City of Riverside, and it shall, therefore, register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

37. Nondiscrimination. During Licensee's performance under 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 or sexual orientation, 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 Licensee's performance under this License..

38. Uncontrollable Forces: No Party shall be considered to be in default in performance of any of its obligations when a failure or performance shall be due to an "Uncontrollable Force." The term Uncontrollable Force means any cause beyond the control of the Party affected, including, but not restricted to, failure of or threat of failure of facilities, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action

by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome. No Party shall, however, be relieved of liability for negligence, or due to remediable causes which it fails to remove or remedy within a reasonable time period. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations, by reason of an Uncontrollable Force, shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability within a reasonable time period.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

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| CITY OF RIVERSIDE, a California charter city and a municipal corporation | Company: |
| By: _____ City Manager | By:  Name, Title DANIEL L. TIMM VP |
| Attest: _____ City Clerk | By:  Name: Doug Markitz Its: Asst. Secretary |
| Approved as to form: By:  Deputy City Attorney | |

ExteNet
copy
Please return