

**SHELTER NO. 3 GROUND LEASE AGREEMENT
6951 FLIGHT ROAD, RIVERSIDE, CA**

THIS GROUND LEASE AGREEMENT (“*Agreement*”) is made and entered into this _____ day of _____, 20____ (the “*Effective Date*”) by and between the **City of Riverside, California**, a California charter city and municipal corporation (“*Landlord*”) and **SiFi Networks Riverside LLC**, a Delaware limited liability company (“*Tenant*”).

R E C I T A L S

- A. WHEREAS, Landlord is the owner of certain parcel of land (the “*Property*”) located at 6951 Flight Road, Suite 210, Riverside, CA 92504, County of Riverside, as more particularly shown and as legally described on **Exhibit A**;
- B. WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the property (the “*Premises*”), being shown on and legally described on **Exhibit B**; and
- C. WHEREAS, Tenant intends to construct a communications shelter and connect network and power supply to the Premises.
- D. WHEREAS, no other feasible alternative site exists for the location of Tenant’s facilities near the Riverside Municipal Airport and Tenant is repurposing an existing structure which is designed in a manner that minimizes its susceptibility to damage from an aircraft accident.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Business and Defined Terms. For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Section 1.

(a) ***Rent:*** Rent shall be Twelve Hundred Fifty dollars (\$1,250.00) per month plus annual increases of three percent (3%).

(b) ***Rent Site:*** 6951 Flight Road, Ste 210, Riverside, CA 92504.

(c) ***Commencement Date:*** The date that Substantial Completion, as defined herein, of the Network Facilities, as defined herein, has been achieved or no later than two (2) years after the effective date of the Amendment referenced in Section 2 herein, whichever is earlier.

(d) ***Substantial Completion:*** The date on which the Network Facilities, as defined herein, have been installed such that the Network Facilities are capable of providing service to Premises in connection with Tenant’s Intended Use, as defined herein.

(e) ***Initial Term:*** Ten (10) years, commencing on the Commencement Date and continuing until midnight on the last day of the tenth (10th) Lease Year.

- (f) **Landlord:** City of Riverside, California, a municipal corporation
- (g) **Notice Address of Landlord:** City of Riverside
Attn: Chief Innovation Officer
3900 Main Street
Riverside, CA 92522
- (h) **Tenant:** SiFi Networks Riverside LLC, a Delaware limited liability company
- (i) **Notice Address of Tenant:** SiFi Networks Riverside LLC
103 Foulk Road, Suite 500
Wilmington, DE 19803
Attn: Legal Department
NOTICES@sifinetworks.com

(j) **Lease Year:** Shall mean with respect to the first Lease Year, the period commencing on the Commencement Date and ending on the last day of the twelfth full calendar month thereafter; and for each subsequent Lease Year, each twelve-month period thereafter.

(k) **Renewal Terms:** Each of the seven (7) successive periods of five (5) years each as set forth in Section 3(b) below, with the first Renewal Term commencing upon the expiration of the Initial Term.

(l) **Term:** The Initial Term with any and all Renewal Terms pursuant to Section 3(b).

2. Property and Premises Selection. The Parties will reasonably select a Property and Premises for the purpose of Tenant constructing communications shelters and networks at the Premises, as applicable. The Parties will approve the Property and Premises upon mutual selection of the same, and such approval shall be demonstrated by the Parties by executing an amendment to this Agreement whereby legal descriptions of the Property, and legal descriptions of the Premises shall be attached to and incorporated into this Agreement as Exhibits A and B respectively.

3. Term.

(a) **Initial Term.** The Initial Term is as provided in Section 1(e).

(b) **Renewal Terms.** Tenant will have the right to extend this Agreement for each of the Renewal Terms provided in Section 1(k). This Agreement will automatically be renewed for each successive Renewal Term unless at least thirty (30) days prior to the commencement of such Renewal Term Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement, in which case this Agreement will expire on the last day of the Initial Term or the then-current Renewal Term, as applicable. Each Renewal Term will be on the same terms and conditions provided in this Agreement except with respect to the remaining term/renewals.

(c) **Termination Options.** Tenant shall have the right to terminate this Agreement, at no cost to Tenant, on a Termination Option Date by delivering to Landlord twelve (12) months’ prior written notice prior to such Termination Option Date. The “**Termination Option Dates**” are the last day of the tenth (10th) Lease Year and the last day of each Lease Year thereafter during the Term (including each Renewal Term). Tenant shall have the right to terminate this Agreement at any time upon sixty (60) days’ written notice to

Landlord, provided Tenant is not in default of this Agreement, in the event (i) Tenant is prohibited by applicable Law from using the Premises for the Intended Use (as defined below), (ii) Tenant is unable to obtain required permitting, licensing and/or approvals for the Network Facilities (as defined below), (iii) the operation of the Network Facilities is not feasible for any reason or is otherwise unable to operate for the Intended Use (as defined below) for any reason, (iv) improvements and efficiencies with the design of Landlord's network renders the Network Facilities impractical or unnecessary, or (v) Tenant is unable to secure investor funding to construct the Network Facilities. Upon termination or expiration of this Agreement, Tenant will remove the communications shelter from the Premises, and restore the same to its pre-use condition, reasonable wear and tear and casualty excepted. Landlord shall have the right to terminate this Agreement on sixty (60) days prior written notice of termination by Landlord, if it is determined that Tenant has abandoned all of its Network Facilities. The Networks Facilities may only be deemed abandoned when so affirmatively confirmed in writing by Tenant within fifteen (15) days of Landlord's request regarding the same or by Tenant's failure to respond to Landlord's request within thirty (30) days.

4. Use.

(a) From and after the Effective Date, Tenant will be permitted to use the Premises for the purpose of constructing, maintaining, removing, replacing, securing and operating fiber optic network facilities, including, but not limited to, the construction or installation and maintenance of a communications shelter or other building or structure, communications equipment, one or more buildings, fiber optic cables, drops, temporary drops, jumpers, splice enclosures, distribution hubs and distribution terminals, electronic access portals, optical network terminals, power supply units, battery backup units, innerducts, cables and wires, feeder poles, personal property and related equipment, improvements and facilities on the Premises (collectively, the "**Network Facilities**"), to facilitate the use of the Premises in connection with the operation of Tenant's fiber optic network (the "**Intended Use**"). Tenant will be entitled to erect, alter and modify the Network Facilities and to erect additional improvements on the Premises, including, but not limited to, antennas, dishes, cabling, additional buildings and/or shelters ancillary to the Intended Use, subject to prior written approval of the Landlord, which will not be unreasonably withheld. Landlord shall, and shall contractually require its contractors, to not unreasonably interfere with Tenant's use of the Premises, operation and maintenance of the Network Facilities and operation of Tenant's fiber optic network. Landlord shall maintain the access roads or pathways to the Premises in good order and condition at all times during the Term at Landlord's sole cost and expense. Landlord shall notify Tenant at least three (3) business days prior to the performance of any repairs, alterations, maintenance (excluding ordinary, regular landscaping/lawn maintenance) or other work which will occur on or near, or which may impact, the Premises, the Network Facilities or any easement areas pursuant to Section 8.

(b) Tenant agrees to comply with all applicable Laws in its use and occupancy of the Premises. Any permits, licenses, approvals or the like with respect to Tenant's use of the Premises shall be obtained by Tenant at its sole cost and expense. "**Laws**" as used herein shall mean ordinances, rules, codes, ordinances and regulations governing the use, occupancy, or maintenance of the Premises or otherwise impacting Tenant's rights and obligations under this Agreement.

(c) Tenant hereby accepts possession of the Premises in its "as-is" condition for all purposes. Tenant has not relied on any warranties, representations or promises made by Landlord or Landlord's agents (express or implied) with respect to the Premises that are not expressly set forth in this Agreement. Except as otherwise expressly set forth in this Agreement, Landlord makes no, and Landlord hereby disclaims any, representation or warranty of any kind, express or implied, regarding the Property, or the Premises, including, without limitation, any implied warranty of title, merchantability, suitability, noninfringement or fitness for a particular purpose (including, without limitation the Intended Use), warranties arising from a course of dealing, usage, or trade practice.

law, ordinance, statute, rule or regulation, of any industrial or hazardous waste including engine oil, paint and other waste placed upon the Premises following the commencement of this Agreement. If the Premises is landscaped, Tenant shall, at Tenants expense, maintain the landscaping in a presentable fashion consistent with existing Airport landscaping.

Landlord, through its duly authorized representatives, may enter upon the Premises during regular business hours for the purpose of inspecting any or all of said Premises and the improvements and facilities thereon, provided that Tenant receives adequate prior notice of the same. The Landlord's duly authorized representative may from time to time after said inspection of the Premises and after observation of the operation of the business thereon, require all such repairs or changes as shall be reasonable and consistent with maintaining the leased Premises and any improvements thereon in a manner consistent with businesslike operations. Tenant agrees to make all necessary repairs or changes within the period which may be reasonably required by the Landlord.

In the event Landlord determines that repairs or improvements to the Premises are reasonably necessary due to Tenant's activity and in order to maintain the Premises for the uses contemplated herein, such requests shall be in writing and delivered or mailed to Tenant. Tenant shall promptly commence making such repairs or improvements within fifteen (15) days after service of such notice and diligently pursue such repair to completion. If Tenant fails to commence repairs, or if after what the Landlord deems a reasonable time the Tenant fails to complete said repairs or maintenance, Landlord may cause such repair or maintenance to be made and add the cost thereof to the rent thereafter accruing, with the exception that any reasonably necessary, non-emergency repairs or maintenance to interior portions of the Premises or the shelter will be performed solely by Tenant. If Landlord causes such repair or maintenance to be completed by other than Tenant, and if said costs are not promptly paid by Tenant to Landlord, this Agreement shall be deemed to be in default, and Landlord shall be entitled to all legal remedies provided hereunder.

5. Rent. Beginning on the first (1st) day of the month following the Commencement Date, and on every first (1st) day of the month thereafter, Tenant will pay Rent to Landlord in the amount of twelve hundred fifty dollars (\$1,250.00). Commencing on the first (1st) anniversary of the Commencement Date and on each anniversary thereafter, Rent will increase by an amount equal to three percent (3%) of the Rent due for the month immediately prior to the applicable anniversary.

6. Network Facilities.

(a) Tenant will have the right, at Tenant's sole cost and expense, to erect the Network Facilities on or within the Premises which will be the exclusive property of Tenant throughout the Term and may be removed by Tenant at any time, in its sole discretion. Landlord may require Tenant to remove the Network Facilities and any related improvements existing above-ground on the Premises upon the expiration or termination of this Agreement at Tenant's sole cost and expense by providing written notice to Tenant no later than one hundred twenty (120) days prior to the expiration of the Term.

(b) Tenant may, at its sole expense, and in compliance with all Laws, use any and all appropriate means of reasonably restricting access to the Premises or the Network Facilities, including, without limitation, construction of a fence or other barrier and may install and maintain identifying signs or other signs required by any governmental authority on or about the Premises, including any access road to the Premises. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, it is expressly acknowledged that Tenant may not unreasonably interfere with access to or use and enjoyment of the Property and shall provide Landlord with keys and/or combinations to any locks on gates on the Premises. If Landlord determines that Tenant has so unreasonably interfered, Landlord shall request removal, in writing and delivered or mailed to Tenant. Tenant shall promptly commence such removal within fifteen (15) days after service of such notice and diligently pursue such removal to

Agreement, it is expressly acknowledged that Tenant may not unreasonably interfere with access to or use and enjoyment of the Property and shall provide Landlord with keys and/or combinations to any locks on gates on the Premises. If Landlord determines that Tenant has so unreasonably interfered, Landlord shall request removal, in writing and delivered or mailed to Tenant. Tenant shall promptly commence such removal within fifteen (15) days after service of such notice and diligently pursue such removal to completion. If Tenant fails to commence removal, or if after what the Landlord deems a reasonable time the Tenant fails to complete said removal, Landlord may cause such removal to be made and add the cost thereof to the rent thereafter accruing.

(c) Tenant will maintain the Premises, including the Network Facilities, in a reasonable and lawful condition throughout the Term. Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Network Facilities or the Premises, subject to Tenant obtaining any and all applicable permits.

(d) Landlord will repair and maintain in reasonable condition throughout the Term all portions of the Property and Premises necessary for the Intended Use, other than those that are the responsibility of Tenant as provided in Section 6(c) herein.

7. **Utilities.** Tenant shall have the right to bring utilities to the Premises and to improve present utilities on the Premises. Such right shall include, without limitation, the right to bring electricity to the Premises from any source of such utility on the Property (including any utility pole thereon), subject to the limitations imposed by the applicable utility provider. Landlord expressly agrees that Tenant shall have the right to run power from the power supply room on the Property to the Premises. Tenant shall pay for sewer, gas, water, electricity and other utilities supplied to and used on the Premises during the term of this Agreement, and shall hold Landlord harmless therefrom.

8. **Access.**

(a) At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant, and its and their respective employees, agents, contractors, tenants, licensees, invitees, and permittees, shall have access to the Premises and the Network Facilities twenty-four hours a day, seven days a week.

(b) Tenant shall have the right to install utilities and network cabling and lines, at Tenant's expense, and to improve existing utilities on or near the Premises, subject to the approval of Landlord, which approval shall not be unreasonably withheld. Subject to Landlord's approval of the location, which approval shall not be unreasonably withheld or delayed, Tenant shall have the right to place utilities on (or to bring utilities across) Landlord's Property in order to service the Premises and Tenant's Facilities.

(c) Tenant and its respective employees, agents, contractors, tenants, licensees, invitees, and permittees shall have ingress and egress over, under, upon and across those portions of the Property that may be needed from time to time by Tenant to access the Premises, Network Facilities, cabling and lines and as may be needed from time to time by Tenant in connection with any maintenance, improvements or the operation of the Premises, the Network Facilities, cabling and lines.

(d) Landlord shall not unreasonably interfere with the rights of Tenant granted hereunder in connection with the use of the Premises.

(e) In the event any public utility is unable to use the access or other easements provided to Tenant pursuant to this Agreement, then Landlord agrees to grant additional access or an easement either to Tenant or to the public utility for the benefit of Tenant, at no cost to Tenant, so long as such easement or access does not interfere with Landlord's use of the Property or the Premises.

9. **Representations and Warranties of Landlord.** Landlord represents and warrants to Tenant and Tenant's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Agreement; and

(b) To the best of Landlord's actual knowledge, there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Property.

10. **Default.**

(a) Default. It will be a "***Default***" if:

(i) any Party's representations or warranties are materially false and, if a breach of warranty can be cured, the non-complying Party does not remedy the failure within thirty (30) days after receipt of written notice of default by the other Party;

(ii) either Party fails to pay when due any sum of money due to the other Party, and the non-complying Party does not remedy the failure within thirty (30) days after receipt of written notice of default by the other Party; or

(iii) either Party fails to perform any other obligation and does not remedy the failure within thirty (30) days after receipt of written notice default by the other Party, or if the failure cannot reasonably be remedied in that time, if the non-complying Party does not commence a remedy within thirty (30) days and exercise reasonable efforts to prosecute the remedy to completion.

(b) Remedies for Default. Upon the occurrence of a Default, the non-defaulting Party may terminate this Agreement upon thirty (30) days' written notice to the defaulting Party, and pursue any additional legal and equitable remedies permitted by Law. The non-defaulting Party must mitigate its damages resulting from a Default.

11. **Possessory Interest and Payment of Taxes.** Tenant recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Tenant may be subject to the payment of property taxes levied on such interest. Tenant agrees to pay or reimburse the City for any and all taxes and assessments charged or assessed on the land and improvements described in this Lease and on Tenant's possessory interest therein together with all penalties and fees, if applicable, during the term of this Agreement including any holding over period prior to any installment thereof becoming delinquent. Any such tax payment shall not reduce any payment due the Landlord hereunder.

If Tenant shall, in good faith, desire to contest the validity, the imposition, or the amount of any tax or assessment or any other governmental charge herein agreed to be paid by Tenant, Tenant shall be permitted to do so; provided, however, the Tenant shall not permit or allow any lien to be placed or assessed upon the real property or any improvements thereon.

12. **Environmental Compliance.**

(a) For purposes of this Agreement:

(i) Environmental Law. The term "***Environmental Law***" means any applicable federal, state or local law, statute, ordinance, regulation or order pertaining to health, industrial

hygiene, environmental conditions or hazardous substances or materials including those defined in this Section as “**Hazardous Substances**”.

(ii) Hazardous Substances. The term “**Hazardous Substance**” means any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, ordinance, code, regulation, rule, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any environmental conditions, health or industrial hygiene, including without limitation, (a) chlorinated solvents, (b) petroleum products or by-products, (c) asbestos, (d) polychlorinated biphenyls, and (e) lead-based paint, and in any event applicable to the Premises.

(iii) Landlord’s Obligations. Landlord covenants and agrees that:

(1) Landlord will not, nor knowingly permit its employees, agents, contractors, invitees or tenants to, generate, manufacture, produce, store, release, discharge or dispose of in, on or under the Premises, any Hazardous Substance except in compliance with Environmental Laws; and

(2) Landlord will give prompt written notice to Tenant of:

A. Any proceeding by any governmental authority known to Landlord with respect to the presence of any Hazardous Substance in, on or under the Property or relating to any loss or injury at the Property resulting from any Hazardous Substance not caused by or through Tenant, or any of its employees, agents, invitees, tenants, licensees, or contractors;

B. All claims made or threatened by any third party against Landlord relating to any loss or injury resulting from any Hazardous Substance with respect to the Premises; and

(iv) C. Landlord’s discovery of any condition in, on or under the Property or Premises in violation of any Environmental Law.Tenant’s Obligations. Tenant covenants and agrees that:

(1) Tenant will not permit its employees, agents, invitees, tenants, licensees, or contractors to, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises or on the Property, or transport to or from the Premises, any Hazardous Substance, except for Hazardous Substances used in the ordinary course of Tenant’s business in accordance with applicable Laws; and

(2) Tenant shall give prompt written notice to Landlord of:

A. Any proceeding or inquiry by any governmental authority known to Tenant with respect to the presence of any Hazardous Substance in, on or under the Premises or on the Property or relating to any loss or injury at the Premises or the Property resulting from any Hazardous Substance;

B. All claims made or threatened by any third party against Tenant with respect to the Premises or the Property relating to any loss or injury resulting from any Hazardous Substance;

C. Tenant's discovery of any occurrence or condition in, on or under the Premises, or the Property or violation of any Environmental Law that could cause the Premises or the Property or any part thereof to be in violation of any Environmental Law; and

(3) Except as otherwise expressly set forth in this Agreement to the contrary, Tenant shall protect, indemnify, defend and hold harmless each Landlord Parties from any loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any covenant or agreement of Tenant contained in this Section, including, without limitation, the costs of any required or necessary repairs, cleanup or detoxification of the Premises or the Property and the preparation and implementation of any closure, remedial or other required plans to the extent caused by the Tenant Parties.

13. Indemnity and Waiver of Consequential Damages.

(a) Indemnity. Each Party ("**Indemnitor**") hereby defends, indemnifies, and saves harmless the other Party ("**Indemnitee**") and its grantees, successors, and assigns against and from all third party claims for damages, liabilities, obligations, penalties, costs, charges, and expenses, including reasonable attorney's fees, arising directly from the performance of this Agreement and relating to bodily injury or property damage to said third parties that is alleged to have resulted from the Indemnitor's negligence or willful misconduct.

(b) Procedure. To be indemnified, the Indemnitee must: (i) give the Indemnitor timely written notice claim (unless the Indemnitor already has notice); (ii) give the Indemnitor full and complete authority, information, and assistance for the claim's defense and settlement; and (iii) not materially prejudice the Indemnitor's ability to satisfactorily defend or settle that claim. The Indemnitor's obligation to indemnify the Indemnitee will be reduced to the extent of any increased claims or losses resulting from the Indemnitee's failure to comply with the previous sentence. The Indemnitor may settle or defend the claims at its own expense and with its own counsel, provided that the Indemnitor may not admit any guilt or culpability of or on behalf the Indemnitee. The Indemnitee may participate in the settlement or defense of the claims with its own counsel and at its own expense, but the Indemnitor will retain sole and absolute control of the claim's settlement or defense.

(c) Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREOF OR ANY APPLICABLE LEGAL OR EQUITABLE THEORY, NEITHER PARTY SHALL BE LIABLE FOR OR RESPONSIBLE FOR ANY INDEMNITY WITH RESPECT TO ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, ANY DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUES OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PREMISES, THE PROPERTY OR THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

14. Assignment, Subordination and Non-Disturbance.

(a) Tenant may not assign this Agreement or any of its right, title and interest in the Premises without prior written notice to and the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right without the consent of Landlord (i) to assign this Agreement or sublease or license any part of the Premises or the Network Facilities to any entity controlling, controlled by or under common control with Tenant or SiFi Networks America, LLC and/or (ii) to license or sublease all or a portion of the Premises or the Network Facilities in connection with the operation of Tenant's network (a "**Permitted Transfer**"). Each sublease or license entered into by Tenant after the Effective Date shall provide that it is subject and subordinate to

this Agreement. Tenant shall provide Landlord written notice of each Permitted Transfer no less than 30 days after the transfer has taken place.

(b) Except in connection with a Permitted Transfer, if Tenant desires at any time to sell, transfer, or assign, its rights to this Agreement or any of its rights, title and interest in the Premises, it shall first deliver to Landlord (i) a 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 transfer which shall include a written assumption by the assignee of all obligations of Tenant under this Agreement arising from and after the effective date of assignment (“Notice of Transfer”). The Notice of Intent to Transfer shall include all the information set forth above and set forth on the first page thereof: **THIS IS A NOTICE TO TRANSFER UNDER SECTION 15(b) OF THE AGREEMENT. IF LANDLORD FAILS TO RESPOND TO THIS NOTICE WITHIN TWENTY (20) DAYS AFTER RECEIPT, LANDLORD WILL BE DEEMED TO HAVE CONSENTED TO SUCH TRANSFER.**

15. Casualty and Condemnation.

(a) Casualty. Unless as the result of negligence or intentional unlawful act of Tenant, if during the term of this Agreement, any portion of the Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Premises untenable, the obligations under this Agreement may be suspended while such portion of the Premises remains untenable. In the event of such damage, Tenant shall give Landlord notice of such untenable conditions and the Landlord shall elect in its sole discretion, whether to repair the Premises. Landlord shall notify Tenant in writing of its election within thirty (30) calendar days after service of notice by Tenant. Either party may terminate this Agreement if Landlord notifies Tenant that Landlord has elected not to restore the Premises. Any termination will be effective as of the casualty date, any amount owed or paid to Landlord will be abated as of the date of the casualty, and any prepaid amounts paid to Landlord will be reimbursed to Tenant.

(b) Eminent Domain. In the event all or any part of the Premises is taken or damaged by the exercise of the power of eminent domain, all compensation and damages payable by reason of the condemnation of the real property shall be payable to City without any apportionment to Tenant, Tenant hereby waiving any claim for leasehold damages attributable to this Agreement having any bonus value, but Tenant shall have the right to claim and receive from the condemning authority (but not from City) any relocation assistance pursuant to Section 7260 et seq. of the Government Code of the State of California.

16. Insurance.

(a) Tenant’s Insurance. Tenant, at Tenant’s expense, shall purchase and keep in force during the Term, directly or through its parent entity, the following insurance coverages in accordance with the terms and conditions hereof, with limits not less than those set forth below:

(i) Commercial General Liability with limits not less than: (i) each occurrence: \$1,000,000; and (ii) General Aggregate: \$2,000,000.

(ii) Workers Compensation and Employer’s Liability to the extent required by the applicable Law.

(iii) Umbrella/Excess Coverage with limits not less than \$1,000,000.

Such insurance shall be issued by an insurance companies authorized to do business in the state(s) in which the Property is located and shall have an A.M. Best Rating of B+/VII or better or such equivalent credit rating issued by another recognized rating agency. Tenant shall cause its insurer to name Landlord and its Affiliates and their respective officers, directors and employees (collectively, “*Landlord Parties*”) as

additional insureds under its Commercial General Liability and Umbrella/Excess Coverages policies to the extent of Tenant's insurable contractual liability under this Agreement and excluding the gross negligence or willful misconduct of Landlord Parties. Such policies shall contain a severability of interests provision and a waiver of subrogation against Landlord with respect to losses payable under such policies. A certificate of insurance evidencing that the foregoing insurance is in effect shall be delivered to Landlord on or before the date that construction of the Network Facilities commences.

(b) Landlord's Insurance. Landlord, at Landlord's expense, shall purchase and keep in force during the Term, the following insurance coverages in accordance with the terms and conditions hereof, with limits not less than those set forth below, or maintain a program of self-insurance of commensurate levels:

(i) Commercial General Liability with limits not less than: (i) each occurrence: \$1,000,000; and (ii) General Aggregate: \$2,000,000.

(ii) Workers Compensation and Employer's Liability to the extent required by the applicable Law.

(iii) Umbrella/Excess Coverage with limits not less than \$1,000,000.

Such insurance shall be issued by insurance companies authorized to do business in the state(s) in which the Property is located and shall have an A.M. Best Rating of B+/VII or better or such equivalent credit rating issued by another recognized rating agency. Landlord shall cause its insurer to name Tenant and its Affiliates and their respective officers, directors and employees (collectively, "**Tenant Parties**") as additional insureds under its Commercial General Liability and Umbrella/Excess Coverage policies to the extent of Landlord's insurable contractual liability under this Agreement and excluding the gross negligence or willful misconduct of Tenant Parties. Such policies shall contain a severability of interests provision and a waiver of subrogation against Tenant with respect to losses payable under such policies (provided that the Landlord has received a mutual waiver of subrogation in writing from Tenant's insurers). A certificate of insurance evidencing that the foregoing insurance is in effect shall be delivered to Tenant on or before the date construction of the Network Facilities commences. Such certificate shall reflect the status of the Tenant Parties as additional insureds.

(c) Waiver of Recovery and Subrogation. To ensure that the risk of loss normally insured against by each Party's insurance carrier remains the burden of the insurance carrier and cannot be shifted over to the other Party, Landlord and Tenant have agreed to the following waiver of subrogation. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS AND LOSSES OF PROPERTY AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR, IF THE RELEASING PARTY FAILS TO OBTAIN AND MAINTAIN ANY REQUIRED INSURANCE, THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE HAD THE RELEASING PARTY NOT FAILED TO MAINTAIN THE COVERAGE REQUIRED BY THIS AGREEMENT. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS SECTION AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THE RELEASE IN THIS SECTION WILL APPLY EVEN IF THE LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, INTENTIONAL MISCONDUCT OR STRICT LIABILITY OF THE RELEASED PARTY.

17. Notices. Notices or demands by or from Tenant to Landlord, or Landlord to Tenant, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in Section 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this Section, with such new notice address being effective thirty (30) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

18. Further Acts. Within thirty (30) days after receipt of a written request from Tenant, Landlord will execute any reasonable document reasonably necessary or useful to protect Tenant's rights under this Agreement or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with Tenant in its exercise of its rights under this Agreement.

19. Miscellaneous.

(a) This Agreement runs with the Property and Premises and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns unless specifically permitted by this Agreement. Nothing in this paragraph shall in any way alter the provisions in this Agreement against assignment or subletting or other transfers.

(b) Each party agrees to furnish to the other, within thirty (30) days after request, an estoppel certificate certifying (i) that this Agreement is unmodified and is in full force and effect (or, if there have been any modifications, that the Agreement is in full force and effect as so modified), (ii) that neither Party is in default of its obligations under this Agreement and (iii) such other information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of Landlord and Tenant with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by Landlord and Tenant.

(d) Except as specifically provided in this Agreement, references to "day" or "days" will mean "calendar" days, provided that if the last day for performance falls on a Saturday, Sunday or holiday for which banking institutions in the state in which the Premises are located are generally closed, then the day of performance will be the next business day.

(e) Landlord and Tenant each warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement and that it knows of no real estate brokers or agents who are or might be entitled to a commission in connection with this Agreement by, through or under the warranting party. Each party agrees to indemnify and hold harmless the other party from and against, and to reimburse such party for and with respect to, any liability or claim, whether meritorious or not, arising in respect to brokers and/or agents claiming by, through or under such warranting party.

(f) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(g) Tenant may obtain title insurance on its leasehold interest in the Premises, and Landlord will cooperate by executing any documentation reasonably required by the title insurance company.

(h) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(i) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(j) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court (in the venue(s) set forth in Section 21(k) below), to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(k) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Landlord and Tenant each (a) submits to the exclusive jurisdiction of the Superior Court of California, County of Riverside in any action, suit or proceeding arising from or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (c) waives any claim of inconvenient forum or other challenge to venue or jurisdiction in any such court, and (d) agrees not to bring any action, suit or proceeding arising from or relating to this Agreement in any other court.

(l) Tenant agrees not suffer any lien or other encumbrance whatsoever to be placed upon, or in any manner to bind the interest of Landlord in, the Premises or the Property, and if any such lien or encumbrance does so attach to immediately pay, remove or bond over the same within the earlier of thirty (30) days after Landlord notifies Tenant of the existence of the lien or encumbrance. If Tenant does not timely pay, remove or bond over the lien or encumbrance, Landlord may satisfy the lien or encumbrance without inquiry as to the validity thereof and the sum paid by Landlord for such satisfaction shall constitute additional Rent due and payable by Tenant. Prior to the commencement of any construction on the Premises, Tenant will provide to Landlord a letter of credit ("**LOC**") from a bank of Tenant's choosing in the amount of Twenty-Fifty Thousand Dollars (\$25,000.00), with said LOC being discharged and no longer required five (5) years after the completion of construction of the Network Facilities.

(m) This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

(n) Performance by Landlord or Tenant of their obligations (other than payment obligations) under this Agreement shall be extended by the period of delay caused by force majeure, including but not limited to fire, catastrophe, strikes, labor trouble, civil commotion, terrorism war, or any governmental prohibitions or regulations. The performing Party will not be deemed to be in default of this Agreement as a result of the aforementioned delays.

(o) Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties.

(p) All terms and conditions of this Agreement which by reasonable or necessary implication are intended to survive termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

(q) Digital and Counterpart Signatures. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act

(Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

20. **Airport Specific Provisions.**

- a) **RESERVATIONS TO CITY.** The Premises herein leased is hereby accepted by Tenant subject to any and all existing easements and other encumbrances. In addition, City hereby reserves and Tenant hereby expressly agrees that City shall have the right to install, lay, construct, maintain, repair and operate sanitary sewers, storm drains, electric lines, telephone lines, telegraph lines, water pipelines, oil pipelines, and gas pipelines and such other appliances and appurtenances necessary or convenient to all of the above listed, over, in, upon, through, across, and along the Premises or any part thereof as will not interfere with Tenant's operations hereunder and to enter upon the Premises for any and all such purposes. City also reserves the right to grant franchises, easements, rights of way and permits in, over, upon, along and across any and all portions of said Premises as City may elect so to do; provided, however, that no right of City provided for in this paragraph shall be so executed as to interfere unreasonably with Tenant's operations hereunder.

City agrees that any right as set forth in this paragraph shall not be exercised unless a prior written notice of thirty (30) days is given to Tenant; provided, however, that in case of emergency such right may be exercised without such prior 30 days' notice, in which event City will give Tenant such notice in writing as is reasonable under the then existing circumstances.

City agrees that it will cause the surface of the Premises to be restored to its original condition upon the completion of any construction permitted hereunder. City further agrees that, should the exercise of these rights temporarily interfere with the use of any or all of the Premises by Tenant, the rental due to City by Tenant shall be reduced in a proportion of the amount said interference bears to the total use of the Premises.

- b) **UNLAWFUL USE.** Tenant agrees no improvements shall be erected, placed upon, operated nor maintained on the Premises, nor shall business be conducted or carried on thereon in violation of the terms of this Agreement, or any regulation, order, law, statute, bylaw or ordinance of any governmental agency having jurisdiction there over.
- c) **AIRPORT RULES AND REGULATIONS.** Tenant and the employees and invitees of Tenant shall obey all rules and regulations and ordinances of City or other competent authority relating to operations at the Riverside Municipal Airport including the rules or procedures prescribed by a competent United States Government authority having applicable jurisdiction. This paragraph specifically includes any applicable Grant Assurances made applicable to the Riverside Municipal Airport through the Federal Aviation Administration Airport Improvement Program.
- d) **NONDISCRIMINATION, COMPLIANCE WITH TITLE 49.** Tenant, on Tenant's own behalf and on the behalf of Tenant's personal representatives, successors in interest

and assigns, as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation (hereinafter referred to as ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Tenant, on Tenant's own behalf and on behalf of the personal representatives, successors in interest and assigns of Tenant, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (i) no person on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and
- (iii) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Tenant acknowledges and agrees that in the event of breach of any of the nondiscrimination covenants set forth in this paragraph, City shall have the right to terminate this Agreement and re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued. The provision of this paragraph does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

- e) **ACCOMMODATIONS AND SERVICES.** Tenant shall furnish Tenant's accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and Tenant shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; Provided, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

Noncompliance with this paragraph shall constitute a material breach thereof and in the event of such noncompliance City shall have the right to terminate this Agreement and the estate hereby created without liability therefor or at the election of City or the United States either or both said governments shall have the right to judicially enforce said provisions.

- f) **INSERTION.** Tenant agrees that Tenant shall insert the above Subparagraphs (d) and (e) in any license, lease, agreement, or contract by which said Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.
- g) **AFFIRMATIVE ACTION.** Tenant assures that Tenant will undertake an affirmative action program as may be required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition Acquired Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual orientation be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Tenant assures that Tenant will require that Tenant's covered sub-organizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as may be required by 14 CFR Part 152, Subpart E, to the same effect.
- h) **DEVELOPMENT OF LANDING AREA.** Landlord reserves the right to further develop or improve the landing area of the Riverside Municipal Airport as said Landlord sees fit, regardless of the desires or view of Tenant and without interference or hindrance.
- i) **MAINTENANCE OF LANDING AREA.** Landlord reserves the right to maintain and keep in repair the landing area of the Riverside Municipal Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.
- j) **LEASE SUBORDINATE.** This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between Landlord and the United States of America relative to the development, operation, or maintenance of the Riverside Municipal Airport.
- k) **RIGHT OF FLIGHT.** There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Riverside Municipal Airport.
- l) **USE TO CONFORM WITH FAA REGULATIONS.** Tenant agrees that Tenant's use of the Premises, including all construction thereon, shall conform to applicable regulations issued by the Federal Aviation Administration (FAA), Department of Transportation, or other applicable federal agency.

Tenant agrees to comply with the notification and review requirements covered in Part 77 of Title 14, Code of Federal Regulations (as same may be amended from time to time, or such other regulations replacing Part 77 as may be adopted by Federal authority) prior to the construction of any improvements, future structure or building upon the leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

- m) **HEIGHT RESTRICTIONS.** Tenant by accepting this Agreement expressly agrees for and on behalf of Tenant and on behalf of Tenant's successors and assigns that Tenant will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises above the limitations specified in Part 77 of the Federal Aviation Regulations. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending trees, all of which shall be at the expense of Tenant.
- n) **NONINTERFERENCE WITH LANDING AND DEPARTURE OF AIRCRAFT.** Tenant by accepting this Agreement expressly agrees on Tenant's own behalf and on the behalf of Tenant's successors and assigns that Tenant will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Riverside Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the Tenant.
- o) **NO EXCLUSIVE RIGHT GRANTED.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
- p) **LEASE SUBJECT TO U. S. GOVERNMENT ACQUISITION, CONTROL.** This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Riverside Municipal Airport or the exclusive or nonexclusive use of the Airport by the United States during time of war or national emergency.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Agreement as of the respective dates written below.

LANDLORD:

CITY OF RIVERSIDE, a
California charter city and municipal corporation

By: _____
City Manager

ATTEST

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Deputy City Attorney

Date: _____

TENANT:

SIFI NETWORKS RIVERSIDE LLC, a
Delaware limited liability company

By:  _____
Signed: 2/14/2024
Name: Ben Bawtree-Jobson
Title: CEO

Date: _____

The following exhibits and schedules are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Legal Description of the Property
Exhibit B	Site Legal Description

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
SITE LEGAL DESCRIPTION

PREMISES

Record of Signing

For
Name
Title



Signed on 2024-02-14 21:36:26 GMT

Secured by Concord™
DocumentID: OTYzNTNmZDUtZm
SigningID: ZWE5NDI1Y2QtND
Signing date: 2/14/2024
IP Address: 173.198.56.105
Email: ben@sifinetworks.com