



Licensee Site Name: Konocti
Licensee Site No.: CAKON9637

Licensor Site Name: CA268 - KONOCTI
JDE Business Unit: 857577

SITE LICENSE AGREEMENT
(FOR A WISP INSTALLATION ON A TOWER SITE)

LICENSOR BUN 857577
LICENSEE SITE # CAKON9637

This Site License Agreement ("SLA") is made and entered into as of May 21, 2024 (the "SLA Date"), by and between California Internet LP, a California limited partnership ("Licensee"), New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensor"), and County of Lake, a political subdivision of the State of California ("Landlord"), with respect to Licensee's use of certain Licensed Space at the following site (the "Site") in connection with the following order (the "Order"):

Site Identifiers:

Crown Castle BU#: 857577
Licensee Site ID: CAKON9637
County of Lake
Landlord Site ID: SF18710A

General Terms and Conditions Information:

Version ID: 3027643
Version Date: April 25, 2024
Approval Date: TBD

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this SLA as follows:

1. **INCORPORATED AND DEFINED TERMS:** The General Terms and Conditions (the "General Terms and Conditions") that are attached hereto as **Exhibit B**, by and between Licensor (and/or certain of its affiliates) and Licensee (the "Agreement"), are hereby incorporated herein and made part of this SLA; provided, however, in the event of any inconsistencies between this SLA and the General Terms and Conditions, the terms of this SLA shall control. Unless otherwise clear from the context in which they are used, all capitalized terms used in this SLA shall have the same meanings ascribed to them in the General Terms and Conditions.
2. **EQUIPMENT:** Pursuant and subject to this SLA, Licensor hereby grants a license to Licensee to install, operate and maintain on the Site only the Equipment described in the Order, which Order is incorporated herein by this reference. Such License is subject to the Installation Standards and the Building Rules (if applicable).
3. **LICENSED SPACE:** The Equipment shall be contained only within the Licensed Space, which consists of those certain locations designated for the placement of Equipment on the tower, on the ground, within an existing building, and/or on the rooftop, as described in the Order and, if applicable, as shown in the Site Plan attached hereto as **Exhibit A**. For the avoidance of doubt, the Licensed Space does not include any space located within any non-exclusive easements or any other space that is not designated for the placement of Equipment as described above.
4. **SLA TERM:** The following items shall be used to define the SLA Term of this SLA:
 - A. **"Term Commencement Date":** The date of full execution hereof
 - B. **Duration of Initial SLA Term:** Ten (10) years
 - C. **Number of Renewal SLA Terms:** Three (3)
 - D. **Duration of Renewal SLA Terms:** Five (5) years
 - E. **Required minimum number of days written notice not to renew:** 90 days prior to Current Term Expiration Date



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5. BASIC PAYMENT:

- A. **"Basic Payment Commencement Date"**: the earlier of: the date that is (A) one hundred eighty (180) days after the date of the subject Licensor's issuance of written notice to proceed with the installation of Licensee's Equipment at the subject Site, or (B) the first (1st) day of the next month following the first (1st) anniversary of the SLA Term Commencement Date
- B. Basic Payment: Six Hundred and 00/100 Dollars (\$600.00) per month
- C. Recurring Escalation: 3% per year, beginning on the first (1st) anniversary of the Basic Payment Commencement Date
- D. Payee: CCATT LLC
- E. Payee Address: PO Box 732462, Dallas, Texas 75373-2462
- F. Licensee shall include the Crown Castle BU# 857577 on or with each payment of the Basic Payment.

6. OTHER PAYMENTS:

- A. **Revenue Split Payment**: Notwithstanding anything to the contrary herein or in any master agreement or other agreement pertaining hereto, in accordance with the terms of the real property lease or other instrument from which Licensor's rights in the site are derived (the "Real Property Lease"), Licensee agrees to remit fifty percent (50%) (which percentage is initially \$300.00) of the monthly rent, lease payment, license fee or other similar fee payable by Licensee under the SLA (the "Revenue Split Payment") directly to the lessor or Landlord ("Prime Landlord") under the Real Property Lease and the balance of such payment directly to Licensor on the dates such rent, lease payments, license fees or other similar fees are due as set forth herein. Said payments to Prime Landlord shall be sent to the following address: COUNTY OF LAKE - CA, 255 NORTH FORBES STREET C/O PUBLIC SERVICES DIRECTOR LAKEPORT, CA 95453 (or to such other persons as Landlord may, from time to time, designate in writing). Licensee shall include Crown Site Name: CA268 - KONOCTI and Crown BU No.: 857577 with each Revenue Split Payment to Prime Landlord. Said Revenue Split Payment shall be adjusted as may be required pursuant to the terms of the Real Property Lease.
- B. **Third Party Offers for Licensed Space**: In the event that Licensor receives a proposal from a third party to license the Licensed Space for a fee in excess of One Thousand Five Hundred and 00/100 dollars (\$1,500.00) per month, then, unless Licensee agrees in writing to amend the Basic Payment to equal the amount offered by said third party (within 30 days of the date of said notice from Licensor), Licensor shall have the right to either (i) relocate the Equipment, or (ii) if Licensor determines, in its sole judgment, that such relocation is not feasible, terminate this SLA upon 30 days prior written notice to Licensee.

7. NOTICE ADDRESSES:

<u>Licensee's Address for Notices:</u>	<u>Licensor's Address for Notices:</u>
California Internet LP 251 Camarillo Ranch Road Camarillo, CA 93012 Telephone: (888) 225-1571	Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attention: Legal Department Telephone: (724) 416-2000

- 8. **PRIME LEASE OR DEED**: A redacted copy of the Prime Lease or Deed is available to Licensee upon request or through Licensor's online database. Licensee acknowledges that, in accordance with the General Terms and Conditions, Licensee is obligated to access and review said Prime Lease or Deed prior to accessing or installing any Equipment on the Site.



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9. ADDITIONAL PROVISIONS (IF APPLICABLE):

- A. **Management Agreement, Manager:** Pursuant to a certain Management Agreement dated as of December 16, 2013 (the "Management Agreement") by and among Licensor, CCATT LLC, a Delaware limited liability company ("Manager"), and certain of their affiliates, Manager was (i) appointed as Licensor's exclusive operator with respect to the management, administration and operation of certain "Managed Sites" (as defined in the Management Agreement), including the Site, (ii) granted a limited power of attorney to review, negotiate and execute customer collocation agreements, such as this SLA, and (iii) authorized to receive all of the revenue generated by the Site, including all revenue due under this SLA. Notwithstanding anything to the contrary herein, Licensor and Licensee acknowledge and agree that, pursuant to the Management Agreement: (a) Manager is authorized to act as Licensor's exclusive operator and contract administrator for the Site; (b) Manager will perform all of Licensor's duties and obligations under this SLA; (c) Manager has been granted a power of attorney to execute this SLA on Licensor's behalf; (d) Manager is authorized to receive all payments due under this SLA; and (e) Licensee shall direct to Manager all payments, fees, applications, approvals, permits, notices and any other documentation required hereunder or otherwise relating to Licensee's co-location at the Site.
- B. **Volume Commitment Credit; Excluded Agreement.** The parties agree that this SLA shall be counted towards Licensee's satisfaction of that certain volume commitment set forth in the Agreement Regarding Collocation dated September 3, 2019 by and between Licensee and Licensor (the "ARC"). The Parties further agree that this SLA shall otherwise be deemed to be excluded from the ARC.
- C. **Unlicensed Frequency.** Notwithstanding anything to the contrary set forth in Section 2 of the Second Amendment to the Prime Lease dated January 26, 2016 or elsewhere in the Prime Lease, although Licensee is not using licensed PCS spectrum pursuant to Part 24, Subchapter B, Title 47 of the Code of Federal Regulations in connection with this SLA, the parties acknowledge and agree that, pursuant to Part 15 of Title 47 of the Code of Federal Regulations, Licensee is hereby permitted by Landlord and Licensor to operate using only those unlicensed frequencies in connection with this SLA as set forth in the Order. The parties acknowledge and agree that Landlord's waiver of the above-referenced provision of the Prime Lease and consent to Licensee's use of such unlicensed frequencies shall be limited to only those frequencies described in this SLA and as set forth in the Order. In the event Licensee wishes to add, change or modify the frequencies it is transmitting or receiving (as used herein, a "Frequency Modification"), such Frequency Modification shall require a written amendment to this SLA describing such frequencies and requesting Landlord's consent which may be withheld in Landlord's sole and absolute discretion.

10. **INCONSISTENT TERMS:** In the event of any inconsistencies between this SLA and the General Terms and Conditions, the terms of this SLA shall control.

[Signatures to immediately follow]



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IN WITNESS WHEREOF, the parties have made and executed this SLA on the SLA Date set forth above.

LICENSOR:

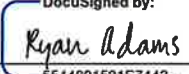
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its Attorney-In-Fact

By: 
Name: Rebecca Maser
Title: Supervisor, Contract Development

LICENSEE:

California Internet LP,
a California limited partnership

By: 
Name: Ryan Adams
Title: President

LANDLORD:

County of Lake
a Political Subdivision of the State of California

By: _____
Name: _____
Title: _____
Execution Date: _____

ATTEST:
SUSAN PARKER – Clerk to the Board of Supervisors

By: _____

APPROVED AS TO FORM
LLOYD GUINTIVANO - County Counsel

By: 



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EXHIBIT A
to Site License Agreement

SITE PLAN

TT. 2034526
Prepared by: C. Stinson & V Nguyen
Prepared on: 12/16/2021
Revised on: 5/10/2024
CROWN CASTLE STANDARD WISP SLA (4-4-19 version)

App Rev #: 7
LRF Rev #: 3
MLA #: 3027643



REF ID: A27224 08.10.2012 22:17:51

SITE NUMBER:
 SITE NAME:
 SITE NAME
 CAS# - ICDNOCT
 BUSINESS UNIT NUMBER
 M7877
 SITE ADDRESS
 8250 Marston Rd
 MELROSVILLE, CA 94568
 LAKE COUNTY
 USA
 SHEET TITLE
 SITE PLAN
 SHEET NUMBER

A-2



Licensee Site Name: Konocti
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JDE Business Unit: 857577

EXHIBIT B
to Site License Agreement
GENERAL TERMS AND CONDITIONS

TT: 2034526
Prepared by: C. Stinson & V Nguyen
Prepared on: 12/16/2021
Revised on: 5/10/2024
CROWN CASTLE STANDARD WISP SLA (4-4-19 version)

App Rev #: 7
LRF Rev #: 3
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GENERAL TERMS AND CONDITIONS

(for Co-Location by Wireless Internet Service Provider Licensees on Tower Sites and/or Rooftop Sites)

Version ID: 3027643

Version Date: April 25, 2024

These General Terms and Conditions (these “**General Terms and Conditions**”) are incorporated into and made a part of any Site License Agreement that specifically refers to and incorporates these General Terms and Conditions. Unless otherwise noted, as used in these General Terms and Conditions, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”.

1. DEFINITIONS

The following terms as used in these General Terms and Conditions are defined as follows:

“**Basic Payment**” means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.

“**Basic Payment Commencement Date**” shall have the meaning ascribed to it in the SLA.

“**Building**” means the building or structure on which the Site (or a portion thereof) is located, if applicable.

“**Building Rules**” means, if any, the rules and regulations issued by the owner of the Building, if applicable.

“**Building Use Fees**” means, with respect to any Building, any fees (other than recurring licensee fees, rents or revenue sharing payments payable by Licensor to the Landlord) imposed by the Landlord or any Government Entity with respect to Licensee’s installation and operation of Equipment on, or Licensee’s access to and use of, the Building, the Site and the Licensed Premises (e.g., afterhours access fees, government inspection fees, etc.).

“**Closeout Documentation**” means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

“**Crown Castle**” means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.4 below.

“**Deed**” means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

“**Equipment**” means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

“**Event of Default**” means any material breach of the SLA or these General Terms and Conditions for which no cure period applies, or any other breach of the SLA or these General Terms and Conditions that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

“**FAA**” means the Federal Aviation Administration.

“**FCC**” means the Federal Communications Commission.

“**Government Entity**” means any federal, state or local governmental unit or agency thereof, or any Indian Tribe or Native Hawaiian organization, with jurisdiction applicable to the Site.

“**Grantor**” means the grantor named in the Deed, if applicable.

“**Initial SLA Term**” means the initial term of the SLA that commences on the Term Commencement Date and continues for the duration specified in the SLA.

“**Installation Standards**” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.1 below.

“**Intermodulation Study**” means a study to determine whether an RF interference problem may arise.

“**Landlord**” means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

“**Laws**” means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

“**Level Drawing**” means the level drawing attached to the SLA.

“**Licensed Equipment**” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“**Licensed Space**” means that portion of the Site that is licensed to Licensee hereunder, which may include space at an elevation on the tower or Building used by other licensees.

“**Licensee**” means the party named as “Licensee” in the SLA and its successors-in-interest.

“**Licensor**” means the party named as “Licensor” in the SLA and its successors-in-interest.

“**Modification**” means (a) any addition of equipment outside the boundaries of any permitted equipment pads on the ground or rooftop, (b) any addition of antennas or antenna structures on the ground, or on any rooftop or equipment pad, (c) any use of space on the ground, tower or rooftop outside of the Licensed Space, except as otherwise expressly permitted in the SLA, (d) any change to the shape or location of the Licensed Space on the



ground, tower or rooftop, as applicable, (e) the addition of generators or generator fuel tanks in any location, (f) any addition, modification, or replacement of equipment on the tower or rooftop other than as may be specified in the SLA, (g) any change to the frequency ranges specified in the SLA or the use of any frequency outside of the frequency ranges specified in the SLA, or (h) any use of power in excess of the power level specified in the SLA. Notwithstanding the foregoing, the replacement of any of Licensee's equipment (if any) on the tower or rooftop with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not by itself constitute a "Modification", provided that such replacement does not negatively affect the tower's or rooftop's loading capacity, as determined by Licensors.

"NTP" means a written notice to proceed.

"Order" means the order form (as may be amended by Licensors from time to time), which shall be submitted to Licensors by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment or the Licensed Space. The approved Order for Licensee's initial permitted Equipment at the Site is attached to the SLA.

"Pre-Existing Use" means any installation or modified use of Licensors' or another user's equipment prior to the installation or modified use of Licensee's Equipment.

"Prime Lease" means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensors' rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

"Prior Agreement" means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensors and Licensee to the extent applicable to both the Site and the subject matter described in the SLA.

"Renewal SLA Term" means each renewal term of the SLA that commences upon the expiration of the immediately preceding term and continues for the duration specified in the SLA.

"RF" means radio frequency.

"Services Agreement" means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

"Site" means the property referred to in the SLA ("Site Identifiers"), which is owned, leased, or otherwise controlled by Licensors or Landlord and which contains the Licensed Space.

"Site Plan" means the site plan or site sketch attached to the SLA.

"SLA" means the Site License Agreement into which these General Terms and Conditions are incorporated by reference.

"SLA Term" means the term of the SLA, inclusive of the Initial SLA Term and the Renewal SLA Term(s).

"Structural Analysis" means an engineering analysis performed to determine whether the physical and structural capacity of the tower or rooftop are sufficient to accommodate the proposed tower-mounted or rooftop-mounted Equipment, if any. Such

engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

"Subsequent Use" means any installation or modified use of Licensors' or another user's equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

"Term Commencement Date" shall have the meaning ascribed to it in the SLA.

"Unlicensed Equipment" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

"Up-Front Co-Location Fee" means, with respect to Licensee's initial installation on the Site, the fee payable by Licensee to Licensors in the amount specified in the SLA to defray Licensors' costs associated with the following: (a) Crown Castle's submittal or evaluation of the Order, (b) the performance of one Structural Analysis with respect to Licensee's proposed tower-mounted or rooftop-mounted Equipment described in the Order, (c) the preparation of one set of construction drawings for the Order if required by the jurisdiction, (d) preparation and filing of all necessary building permit applications and obtaining all necessary building permits for the Order where required or providing letters stating that such permits are not needed, and (e) Crown Castle's inspection of any Work not performed by Crown Castle, if applicable, in relation to the Order. For the avoidance of doubt, the Up-Front Co-Location Fee does not cover (i) the cost of any structural or Site modifications that may be required to accommodate Licensee's Equipment on the Site, (ii) any expenses related to any Modification to Licensee's Equipment or Licensed Space, or (iii) making any improvements or performing any other obligations (e.g., paying any special fees) that may be required as a condition of approval with respect to obtaining any required zoning, construction or occupancy permit.

"Work" means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.4 below.

"Zoning Application" means any application for a Zoning Approval.

"Zoning Application Amendment" means any amendment to a Zoning Application.

"Zoning Approval" means an approval required by or issued pursuant to any applicable land use, planning, zoning, development, or similar law by a state or local Government Entity, Indian Tribe, or Native Hawaiian organization.

"Zoning Authority" means an entity that has jurisdiction over the zoning of the property where a Site is located.

2. LICENSE, EQUIPMENT, LICENSED SPACE, MODIFICATIONS, NOTICE TO PROCEED, ACCEPTANCE OF SITE

2.1 License to Install, Operate and Maintain the Equipment. Pursuant and subject to the SLA and these General Terms and Conditions, Licensors grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Order attached to the SLA



and as shown in the Level Drawing and Site Plan attached to the SLA. Such license is restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in the Order, Level Drawing and Site Plan; provided, however, installation of the Equipment is subject to the Installation Standards. If the SLA is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site.

2.2 Application for Modifications. Licensee shall apply to make a Modification by submitting an Order therefor to Licensor. Following its receipt of such Order and prior to the parties' execution of an amendment for the subject Modification, Licensor will determine and inform Licensee if there are any required studies or processing fees for which Licensee would be responsible in connection with such Order and/or the proposed Modification. Any approved Modification shall be evidenced by an amendment to the SLA, and the subject Order shall be incorporated into said amendment. Any Modification, or change in Licensee's use of the Licensed Space, as approved in the SLA, may entitle Licensor to additional compensation. Licensor is not obligated to approve Orders for Modifications.

2.3 NTP Required for Installation of Equipment or Modification. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until (a) an NTP pertaining to such installation or Modification has been issued by Licensor, subject to and in accordance with Licensor's NTP process, which NTP process may require satisfaction of one or more conditions precedent prior to NTP issuance, and (b) such NTP has been fully-executed in accordance with Licensor's NTP process. With respect to Licensee's initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of the SLA, either party shall have the right to terminate the SLA upon written notice to the other party; provided, however, the foregoing right to terminate the SLA shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

2.4 Performance of Work. Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, such Work shall be performed upon terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall only engage a contractor approved by Crown Castle to perform the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of the SLA and these General Terms and Conditions.

2.5 Closeout Documentation. In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.4 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.4 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work.

2.6 Licensor's Remedies for Undocumented Installation or Modification. In the event that Licensee breaches the SLA or these General Terms and Conditions by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of the SLA or these General Terms and Conditions: (a) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus any costs incurred to assess the impact of the unauthorized installation or Modification; (b) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (c) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification.

2.7 Acceptance of Licensed Space and Site. By executing and delivering the SLA, Licensee: (a) accepts the Licensed Space, Site and Building (if any), including any improvements located thereon, in their "AS IS, WHERE IS" condition, and as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; and (b) waives any claims against Licensor related to defects in the Licensed Space, Site or Building (if any), including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES, EMERGENCY SITUATIONS

3.1 Access to Site. Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site (where and to the extent available), and a non-exclusive license to access Licensor's utility easement, if any, on a 24 hour per day, 7 day per week basis, for the purposes of maintaining, operating and repairing the Equipment (but not for the purpose of making any unauthorized Modification), together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensee acknowledges that the foregoing access rights are subject to any restrictions identified in the underlying real estate interests related to the Site, including, but not limited to, any restrictions identified in the Prime Lease or Building Rules (if any) and subject to and limited by the terms of any underlying easement held by Licensor. Licensor gives no guarantee to Licensee regarding Licensee's ability to enter or exit the Site when weather conditions, road conditions, and any other element outside Licensor's control might affect Licensee's ability to enter the Site.

3.2 Authorized Persons; Safety of Personnel. Licensee's right of access shall be limited to authorized employees, contractors or subcontractors of Licensee, FCC inspectors or persons under their direct supervision. Licensee shall not allow any person to enter upon or climb on a tower (if any) on a Site for or on behalf of Licensee without ensuring that such person works for a contractor approved by Licensor and is using appropriate fall prevention



protection. In furtherance of and not in limitation of the foregoing, any contractor of Licensee ascending or descending a tower shall be properly trained and securely attached to the tower by means of an OSHA-approved device and shall comply with OSHA regulations. Notwithstanding the foregoing, in no event shall Licensee allow any person to climb a tower (if any) for or on behalf of Licensee if the SLA does not permit Licensee to install equipment on the tower. The foregoing limitations on Site access are material terms of the SLA and these General Terms and Conditions.

3.3 Notice to Licensor. Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person. If Licensor's Network Operations Center informs Licensee of an existing condition that must be eliminated before Licensee may access the Site or tower, then Licensee may not access the Site or tower, as the case may be, unless and until such condition is eliminated and Licensee is subsequently informed of same.

3.4 Licensee's Use of the Site. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment specified in the Order to which the SLA applies and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified in the Order, at the power levels specified in the Order. Licensee shall comply with all permits, directives, Laws, the Installation Standards and the Building Rules (if any).

3.5 Permits, Authorizations and Licenses. Except as may be otherwise be expressly set forth herein or agreed to by Crown Castle and Licensee in a Services Agreement, Licensee shall be solely responsible for obtaining and maintaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 Zoning Approval. At least seventy-two (72) hours before submitting any Zoning Application or Zoning Application Amendment to the applicable Zoning Authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such Zoning Application or Zoning Application Amendment. Licensor shall respond to Licensee with its approval or rejection of such Zoning Application or Zoning Application Amendment within seventy-two (72) hours after its receipt of copies thereof. Licensor reserves the right to (a) require that it or the tower owner be named as applicant or co-applicant on any such Zoning Application or Zoning Application Amendment or (b) require revisions to any such Zoning Application or Zoning Application Amendment. Licensor also reserves the right, prior to any decision by the applicable Zoning Authority, to approve or reject any conditions of such Zoning Authority's Approval (including, without limitation, any limitations or obligations imposed by the Zoning Authority) that would apply to (i) the entire Site, (ii) the owner of the Site, (iii) the owner of the property on which the Site is located, (iv) the owner or operator of any tower on the Site, or (v) any existing or future Site licensee; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of such Zoning Authority's Approval. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (A) any Zoning Application or Zoning Application Amendment submitted by Licensee, (B) making any improvements or performing any other obligations required as a condition of approval with respect to same and (C) any other related expenses.

Any such costs and expenses paid by Crown Castle or Licensor will be passed through to Licensee.

3.7 Utilities. Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable and Licensor is providing electricity to Licensee, Licensee shall pay a share of Licensor's electricity costs as reasonably allocated by Licensor. Except as may be otherwise agreed to by Licensor in a separate active written agreement, Licensor shall not be responsible or liable for any disruption or unavailability of any utility at the Site.

3.8 Emergency Situations. If Landlord or Licensor determines that an emergency situation exists whereby the continued operation of Licensee's Equipment shall cause substantial risk to human health or property damage as determined by Landlord or Licensor in its sole judgment, then Licensee shall promptly be notified verbally, and Licensee shall act diligently and expeditiously to remedy the emergency situation. Should Licensee fail to so remedy the emergency situation or should Landlord or Licensor reasonably determine that the response time by Licensee is not adequate given the nature of the emergency, then Landlord or Licensor may shut down the Equipment for only so long as it takes to rectify the emergency and Licensee shall have no recourse against Landlord or Licensor as a result of such action.

4. SLA TERM

4.1 Initial SLA Term. The Initial SLA Term shall commence on the Term Commencement Date set forth in the SLA and continue for the duration set forth in the SLA.

4.2 Automatic Term Renewal. Following the Initial SLA Term, the SLA Term shall automatically extend for the number and duration of Renewal SLA Terms set forth in the SLA, unless Licensee provides Licensor with the required advance written notice of its election not to renew the SLA Term as set forth in the SLA.

4.3 SLA Term Subject to Prime Lease. Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of the SLA, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the SLA Term shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

5. CONSIDERATION, ASSESSMENTS

5.1 Basic Payment. Licensee shall pay to Licensor the monthly Basic Payment specified in the SLA, subject to adjustment in accordance with Section 5.2 below (the "**Basic Payment**"), for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Basic Payment Commencement Date, and on the first day of each month thereafter continuing for the SLA Term, subject to extensions as provided for herein. Payments shall be made by check to the payee and address set forth in the SLA. Payments for any partial month shall be prorated.

5.2 Adjustments to Basic Payment. The Basic Payment shall be increased on the first escalation date identified in the SLA and every anniversary of such date thereafter by the percentage amount identified in the SLA. Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.

5.3 Taxes, Fees and Assessments, Building Use Fees. Licensee shall pay directly to the applicable Government Entity, or to Licensor if Licensor is invoiced by such Government Entity, if



and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of these General Terms and Conditions or Licensee's use of the Site or the Licensed Space. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt. With respect to Sites located on Buildings, Licensee shall also be solely responsible for any Building Use Fees and shall pay all Building Use Fees if and when due.

6. INTERFERENCE

6.1 Interference to Licensee's Licensed Operations. Licensor agrees that neither Licensor nor Licensor's other licensees or Licensor's other tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (a) Licensee shall notify Licensor in writing of such RF interference, (b) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (c) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 Interference by Licensee. Notwithstanding any prior approval by Licensor or Landlord of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC (for Licensed Equipment) or in excess of levels permitted by Landlord (for Unlicensed Equipment), provided that Landlord must have a reasonable basis for objecting to RF interference resulting from Unlicensed Equipment. For clarity, RF interference that results in any performance degradation, misinterpretation, or loss of information, shall constitute the Landlord's reasonable basis. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor or Landlord shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs or other necessary changes to the interfering Equipment and/or frequencies. In the event that Licensee fails to promptly take such action as agreed, then Licensor or Landlord shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor or Landlord for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licensor and Landlord and their subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's

Equipment.

6.3 Interference to Licensee's Unlicensed Operations. Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit an Order to request relocation of such Equipment to another location at the Site. Licensor shall approve the Order if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Order for said relocation is approved by Licensor, all other terms of the SLA and these General Terms and Conditions shall continue to apply to such Unlicensed Equipment as relocated and the SLA shall be amended to reflect such relocation.

6.4 Interference to Building Users. If the Site is located on a Building, (a) the operation of Licensee's Equipment shall not interfere with the maintenance or operation of the Building, including, but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system servicing the Building and/or its occupants; (b) Licensee shall not allow any excessive or objectionable levels of noise to be generated by its Equipment during normal operations; and (c) Licensee shall indemnify and hold Landlord and Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from interference caused by Licensee to Landlord or its tenants in the Building.

7. LICENSOR'S RIGHT TO CHANGE LOCATION OF EQUIPMENT

Licensor shall have the right, at Licensor's sole cost and expense, to change the location of the Equipment on the Site (including relocation of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when completed, materially alter the signal pattern of the Equipment existing at the Site prior to the change; provided, however, in the event that any such relocation is required upon the demand of Landlord and pursuant to the terms of the Prime Lease, then the terms of the Prime Lease shall apply with respect thereto (including, without limitation, any notice provisions set forth in the Prime Lease), and such relocation shall be performed at Licensee's sole expense. Licensee agrees to reasonably cooperate with Licensor to facilitate any relocation pursuant to this Section 7, and any such relocation shall be performed with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to the SLA.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site, the Building (if any) and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days



after Licensee receives written notice from any party that the lien has been filed.

10. INDEMNIFICATION

Licensee shall indemnify, defend and hold Licensor and Landlord and licensor's and Landlord's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of (a) Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site, (b) the use of any hazardous materials on the Site by Licensee or persons acting under Licensee, or (c) the existence of any hazardous materials on the Site caused by Licensee or persons acting under Licensee.

11. INSURANCE

11.1 **General.** Licensee shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of Sites. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Licensor, Licensor's manager (as applicable), and Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the subject Site is located.

11.2 **Minimum Limits.** At a minimum, Licensee shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

(a) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;

(b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with (i) limits not less than \$2,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$1,000,000 (which required limits may be met by a combination of primary and umbrella liability policies of insurance), if all Elevated Work on the Site for and on behalf of Licensee will be performed by an Approved Elevated Worker or if no Elevated Work will be performed on the Site for and on behalf of Licensee or (ii) limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000, plus umbrella liability insurance of \$5,000,000, if any Elevated Work for and on behalf of Licensee on the Site will be performed by someone that is not an Approved Elevated Worker;

(c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; and

(d) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site.

For the purposes hereof, "Approved Elevated Worker" means a Licensor-approved contractor that meets all of Licensor's standard insurance requirements for any Elevated Work, and "Elevated Work" means any Work performed at a height of six (6) feet or more above ground level. Licensee must ensure that all independent contractors accessing Sites for or on behalf of Licensee maintain insurance as separately specified by Licensor.

11.3 **Increases to and Application of Limits.** Licensor reserves the right, no more than once every five (5) years, to require reasonable increases in the commercial general liability limits and umbrella liability limits identified above, which increases shall be reflective of then-current industry exposures. Licensor shall exercise such right by providing written notice thereof to Licensee, in which event Licensee shall become compliant within thirty (30) days after receipt of written notice of the subject increases to such limits. If Licensee maintains insurance with limits higher than the minimum limits required by this Section 11, then such higher limits shall apply as to comply with the limits required by this Section 11. The insurance requirements in these General Terms and Conditions shall not be construed to limit or otherwise affect the liability of Licensee.

11.4 **Policies and Certificates.** All policies required to be provided pursuant to this Section 11 shall contain a waiver of subrogation in favor of Licensor, Landlord (as applicable) and Licensor's manager (as applicable). Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of the SLA and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Licensor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

12. CASUALTY, CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, and the Site is not repaired or restored within ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, or within one hundred and eighty (180) days from date of destruction, if the Site is destroyed, and the damage or destruction effectively precludes Licensee's use of the Site as authorized under the applicable SLA, then either party may, at its option, terminate the SLA without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedies shall be (a) abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted and (b) the aforementioned contingent right to terminate the SLA. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by force majeure, acts of God or acts or omissions of third parties. In no event shall the discontinuance or disruption of any utility to the Site be deemed to be a casualty for the purposes of the SLA.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state Law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

13.1 **Events of Default.** Each of the following shall constitute an Event of Default hereunder: (a) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (b)



Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.4 above; (c) Licensee's breach of these General Terms and Conditions by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.6 above; (d) Licensee's violation of the Site or tower access limitations in Section 3 above; (e) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (f) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure.

13.2 Remedies. In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current SLA Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate the SLA as set forth in Section 19.3 below. All delinquent amounts shall bear interest at the lesser of one and one-half percent (1 ½%) per month, or the maximum amount permitted by law.

13.3 Waiver of Consequential Damages. Except as otherwise provided in Section 2.6 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Order attached to the SLA or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW

The SLA inclusive of these General Terms and Conditions shall be governed by the laws of the State of New York without regard to its choice of law principles.

16. ASSIGNMENT, SUBLEASE, SHARING

The SLA inclusive of these General Terms and Conditions may not be sold, assigned or transferred in whole by Licensee without the prior written approval or consent of Licensor, which consent may not be unreasonably withheld. The SLA inclusive of these General Terms and Conditions may not be sold, assigned or transferred in part by Licensee without the prior written approval or consent of Licensor, which consent may be withheld in Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Notwithstanding the foregoing, Licensee shall have the right to assign in whole its interest under the SLA without the consent of Licensor, upon ninety (90) days prior written notice to Licensor, to Licensee's parent, to any of its wholly-owned

subsidiaries, to any entity that controls, is controlled by or under common control with Licensee, or to any entity that owns or acquires all or substantially all of Licensee's assets or shares of ownership. Licensee shall not sublease or license its interest in the SLA, in whole or in part, either directly or through subsidiaries or affiliated entities. Licensee shall not share the use of its Equipment with any third party.

17. NOTICES

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) hand delivery or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the notice addresses set forth in the SLA. Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE OR DEED

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed for the Site, a redacted copy of which is available to Licensee upon request or through Licensor's online database. Notwithstanding anything to the contrary herein, if a Prime Lease applies to the Site and approval from or payment to Landlord is required under the Prime Lease, the effectiveness of the SLA (or amendment to the SLA, if applicable), shall be specifically subject to obtaining such approval, or making such payment or both. Licensee is obligated to access and review said Prime Lease or Deed prior to accessing or installing any Equipment on the Site, and Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site. If the Site is located on a Building, Landlord may require that a rooftop antenna stealthing or screening system be installed to conceal Licensee's Equipment, in which event such rooftop antenna stealthing or screening system, if applicable, will be installed at Licensee's sole cost and expense and shall become a fixture of the Building and shall be deemed personal property of Landlord.

19. TERMINATION

19.1 Withdrawal or Termination of Site Zoning Approval or Permit. In the event that any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, the SLA shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 Termination of Prime Lease. If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, the SLA shall terminate effective as of the termination of the Prime Lease.

19.3 Termination in the Event of Default. In the Event of Default by either party (the "defaulting party"), the other party (the "non-defaulting party") may terminate the SLA by providing written notice of such termination to the defaulting party. Such written notice shall describe (a) the Event of Default, and (b) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party's failure to cure such breach within the stipulated cure period. The non-defaulting party's right to terminate the SLA pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under these General Terms and Conditions.



20. NO WAIVER

No provision of the SLA or these General Terms and Conditions will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

For a period ending one hundred eighty (180) days after the expiration or termination of all SLAs executed under these General Terms and Conditions, the parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party these General Terms and Conditions, any SLA or any portion thereof, except that a party to an SLA may disclose the terms of these General Terms and Conditions, any SLA or any portion thereof to (a) such party's auditor, accountant, lender or attorney, (b) such party's employees, directors, consultants, or agents who have a reasonable need to know such information and who shall agree in writing to be bound by the terms and conditions of this non-disclosure provision, or (c) a Government Entity to the extent required by regulation, subpoena or government order to reveal, disclose or publish such information. Notwithstanding the foregoing, either party may disclose the terms of these General Terms and Conditions, any SLA or any portion thereof to any of its affiliated entities, and Licensor may disclose the terms of these General Terms and Conditions, any SLA or the relevant portions thereof to (i) Landlord, if a Prime Lease applies to the Site, (ii) the manager of the Building (if applicable), (iii) any of Licensor's creditors, or (iv) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMEN

22.1 **Defined Terms.** The following terms as used in this Section 22 are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Conveyance" includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Lender" means any and all lenders, creditors, indenture trustees and similar parties.

"Security Instrument" means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

22.2 **Subordination.** Subject to Section 22.3, the SLA and Licensee's rights under the SLA are and will be subject and subordinate in all respects to: (a) a Security Instrument from

Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (b) any and all advances to be made thereunder; and (c) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of the SLA.

22.3 **Non-Disturbance.** The subordination described in Section 22.2 is conditioned upon the agreement by Lender that, so long as the SLA is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of the SLA shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.4 **Liability of Parties.** Licensee and Licensor agree (a) that any Conveyance shall be made subject to the SLA and the rights of Licensee hereunder and (b) that the parties shall be bound to one another and have the same remedies against one another for any breach of the SLA or these General Terms and Conditions as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating the SLA.

22.5 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (a) Licensee shall not seek to terminate the SLA and shall remain bound under the SLA, provided that Licensee does not waive any rights that it may have hereunder to terminate the SLA, in accordance with its terms and these General Terms and Conditions, and (b) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the SLA Term and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT, REMAINING EQUIPMENT FEE

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of the SLA. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of the SLA, then:

- (a) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (b) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity;



- (i) Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site after the expiration or termination of the SLA,
 - (ii) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of the SLA, and
 - (iii) Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and
- (c) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:
- (i) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
 - (ii) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under the SLA, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
 - (iii) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that the SLA shall be deemed to have revoked and superseded any Prior Agreement as of the SLA Date (as such term is defined in the SLA), and the terms of the SLA inclusive of these General Terms and Conditions (together with applicable Laws) shall govern with respect to all matters under the SLA occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. Licensor assumes no responsibility for compliance with any Laws applicable to Landlord, Licensee or any other user of the Site other than Licensor. All installations and operations by Licensee in connection

with the SLA shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. ITEMS CONTROLLED BY EXPORT ADMINISTRATION REGULATIONS

If in relation to these General Terms and Conditions or any SLA Licensee (or any of its affiliates, employees, agents or contractors) provides to Licensor (or any of its affiliates, employees, agents or contractors) any items controlled by U.S. Export Administration Regulations (collectively, "EAR Controlled Items"), including, without limitation, any documentation containing information or technical data that is restricted by the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401 et seq.) (the "Act"), or if Licensee (or any of its affiliates, employees, agents or contractors) places on the Site (or property containing the Site) any EAR Controlled Item(s), (a) Licensee shall ensure that such EAR Controlled Items are clearly marked with a warning to the extent required, and in a format as required, by the Act, (b) Licensee shall provide Licensor with the Export Control Classification Numbers for such goods or information, and (c) Licensee shall immediately notify Licensor in writing of its provision or placement of such EAR Controlled Items as described above.

27. COUNTERPARTS AND ELECTRONIC SIGNATURE

The SLA may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of the SLA shall legally bind the parties to the same extent as original documents.

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