

FACILITY SPACE LICENSE AGREEMENT

by and between

County of Lake, LICENSOR

and

Digital Path, Inc., a Delaware Corporation, LICENSEE

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FACILITY SPACE LICENSE AGREEMENT

This Facility Space License Agreement ("Agreement") is made and entered into on _____, 2023, by and between the COUNTY OF LAKE, a political subdivision of the State of California ("Licensor") and Digital Path, Inc., a Delaware Corporation ("Licensee") at Lakeport, Lake County, California.

Whereas, Licensor is the owner of a telecommunications site ("Site") including transmission towers and antenna supporting structures (collectively "Tower"), buildings (collectively "Building") and related facilities located on Buckingham Peak on Mt. Konocti near Kelseyville, Lake County, California; and

Whereas, Licensor and Licensee entered into a FACILITY SPACE LICENSE AGREEMENT, dated November 17, 2011 (the "Prior License Agreement") as executed by Licensor on December 20, 2011) for licensee's occupancy of certain Licensed Space, therein described, that is a portion of the Property located on Buckingham Peak on Mount Konocti in Lake County; and

Whereas, said Prior License Agreement was amended by that certain Amendment No. 1 to the License Agreement dated August 7, 2012, that certain Amendment No. 2 to License Agreement dated December 5, 2017, that certain Amendment No. 3 to License Agreement dated October 2, 2019; and

WHEREAS, the Prior License Agreement expired on November 30, 2021, since which time Licensee has continued to make all required payments and has remained on the Licensed Space in holdover, with Licensor's permission; and

WHEREAS, Licensor and Licensee desire, in their mutual interest, to enter into a new License Agreement

Now, therefore, in consideration of the mutual promises, conditions, and Agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. License Conferred. Licensor hereby confers on Licensee and Licensee hereby receives and accepts from Licensor a non-exclusive license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

1.1 Occupy Tower Space for Licensee's Antennas described in Attachment B. Any change in the antennas and related equipment or their parameters of use (frequencies, beam widths, bandwidths, azimuths, and tower elevations) as specified in Attachment B may be made only with the prior written consent of Licensor pursuant to the Application for Modification procedures set forth hereinafter." Said written consent shall not be unreasonably withheld.

1.2 Occupy Building Space for Licensee's Equipment as described in Attachment B. Any change in the equipment listed in Attachment B may be made only with the prior written consent of Licensors pursuant to the Application for Modification procedures set forth hereinafter.

1.3 Extend and connect coax, waveguide and/or power conductors Licensee's Antennas and Licensee's Equipment;

1.4 Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein.

1.5 Licensors retain all rights to access, use, license and occupy of all parts of the Tower, Building and Site, whether or not the same may be used by Licensee.

1.6 Licensors retain the right to license to third parties the use of other parts of the Tower, Building and Site not specifically licensed to Licensee.

1.7 Licensors hereby grants to Licensee a right of ingress to and egress from the Licensed Space over the Site, solely for the purpose of installing, inspecting, replacing equipment with like equipment, operating and/or maintaining Licensee's Equipment listed in Attachments A & B. Licensee's agents shall carry company identification and display same if so requested. Licensee shall provide to Licensors, in writing, the names of all persons authorized by Licensee to enter the Site. Licensee shall modify that list as changes occur and provide Licensors with a copy. Licensors reserves the right to deny access to the Site to any person for good cause. Licensee shall give Licensors or Licensors's Site Manager not less than 24 hours notice prior to entering the Site, except in case of emergency, in which case notice shall be given not later than 12 hours after entry to the Site together with the circumstances for the emergency. Notice may be given by any of the methods listed in Paragraph 40 hereafter. If the access road is damaged by neglectful use, which shall include use within twenty-four (24) hours of heavy rains in a vehicle with a gross combination weight of over 20,000 pounds, Licensee shall pay the full cost of repairs to the area or areas of the access road so damaged if it can be shown the damage was caused by Licensee or any of its service agents.

2. Term. The initial term ("Initial Term") of this License Agreement shall commence on the date specified in Attachment C ("Commencement Date") and expire on the date specified in Attachment C or upon earlier termination by the parties ("Termination Date").

2.1 Any holding over at the end of the Termination Date and all renewal terms shall be on a month-to-month basis on the terms and conditions of this Agreement with the monthly fee set forth in Attachment C.

2.2 Other provisions relating to the term of this License Agreement, if any, are set forth in Attachment C.

3. License Fee. Licensee shall pay to Licensors, throughout the Initial Term of this License Agreement a license fee ("License Fee") in the amount and on the dates set forth in Attachment C.

3.1 The License Fee shall be adjusted upward on each anniversary of the Commencement Date ("Anniversary Date") by an increase of four percent (4%) over the then amount of the License Fee.

3.1.1 Notwithstanding any annual License Fee Adjustment set forth herein, upon the start of the 1st Renewal Term and for any subsequent Renewal Term thereafter, in the event that the

percentage change in the cost of living index (the "index") set forth in this Agreement, exceeds or declines by seven and one-half percent (7.5%) during any 12 month period thereafter, then, in that event, either party hereto may provide notice to the other that change in the index is inequitable with the License Fee Adjustment set forth herein. Within 90 days of said notice, or such other time as the parties may mutual agree, the parties shall meet and confer in good faith on an adjustment to said cost of living escalator or otherwise resolve the inequity resulting from the change in the cost of living index."

3.1.2 The term "index" as used in this Agreement shall mean Consumer Price Index (Urban Wage Earners and Clerical Workers) for the San Francisco-Oakland-San Jose Consolidated Metropolitan Statistical Area published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the parties agree that the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes. If that agency, however, fails to supply indexes that it deems comparable, or if no succeeding index is published, the parties shall then negotiate to determine an appropriate alternative published price index. If they are unable to agree on an alternative index within thirty (30) days after the request to do so is made by one party to the other, then either party may request that each appoint a person, within fifteen (15) days after the request, to select an alternative published price index. The two persons so appointed, within fifteen (15) days after the latter of them is appointed, shall appoint a third person to act with them in the selection of an alternative price index. If either of the first two fails to appoint the third, or if Licensor or Licensee fails to appoint one of the first two, then, upon the request of either Licensor or Licensee, the vacancy shall be filled by an impartial person appointed by the presiding judge of the court of general jurisdiction for the county in which the Premises are located, with that judge acting in the judge's individual rather than judicial capacity. If any appointee declines or is unable to serve, the appointee shall be replaced by another person appointed in the same manner. Within thirty (30) days after the appointment process is completed, and on the basis of all pertinent facts, the appointees, by majority vote, shall select an alternative published price index and advise Licensor and Licensee in writing of the selection. All fees and expenses incurred in the appointment of the persons shall be shared equally by Licensor and Licensee.

3.2 All fee payments are due on the first of every month. Until further notice, checks should be made payable to the "County of Lake" and mailed to the address given by Licensor to Licensee. The License Fee shall be delinquent if not received by the Licensor within ten (10) days of the due date and shall be subject to a late charge equal to six percent (6%) of the amount of the payment then due. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Licensor will incur by reason of the late payment by Licensee. Any amount due and unpaid shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.

4. Site Management. Licensee agrees to operate Licensee's Equipment in material compliance with the reasonable requirements of Licensor, including, but not limited to Licensor's Technical Requirements as published by Licensor from time to time and, upon written notice, with any reasonable amendments thereto. Licensor may appoint a Site Manager who has authority overall technical matters at the Site.

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5. Improvements and Purpose.

5.1 Authorized Improvements. Licensee shall use the Site to install, operate, and maintain thereon Licensee's Equipment and for no other purpose. Licensee's installation of Licensee's Antennas and Licensee's Equipment on the Site shall be limited to antennas and related equipment, and the parameters of use thereof including frequencies beam widths, bandwidths, azimuths, and tower elevation specified in Attachments A and B hereto.

Licensee's Equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensors review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensors deems, in Licensors reasonable opinion, to affect the operations and interests of other users of the Tower, Building and Site.

5.2 Equipment Modifications: Pursuant to the procedures set forth hereinafter, Licensee may submit an Application for Modification to request relocation of Equipment to another location at the Site. Licensors shall approve the Application for Modification if sufficient space and capacity are available at the Site to accommodate such Equipment without interference (physical or frequency) to other users of the Site, as determined by Licensors in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Application for Modification for said relocation is approved by Licensors, all other terms of the License Agreement shall continue to apply to such Equipment as relocated and the License Agreement shall be amended to reflect such relocation.

5.3 Application for Modification. Licensee shall apply to make a modification by submitting an Application for Modification to Licensors. Said Application for Modification shall be in a format acceptable to the Licensors. Following its receipt of such Application for Modification and prior to the parties' execution of an amendment for the subject modification, Licensors will determine and inform Licensee if there are any required fees required under federal, state or local law for which Licensee would be responsible in connection with such Application for Modification. Any approved modification shall be evidenced by an amendment to this License Agreement, and the subject Application for Modification shall be incorporated into said amendment. Any modification, or change in Licensee's use of the Licensed Space, as approved in the amended License Agreement, may result in an increase in the License Fee. Licensors is not obligated to approve the Application for Modification of any new equipment, additional space or relocation of equipment. Licensors agrees to approve any Application for Modification that removes equipment or reduces Licensee's space.

5.4 Notice to Proceed. With respect to the installation of Equipment 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 Notice to Proceed pertaining to such installation or Modification has been issued by Licensors. 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 License Agreement, either party shall have the right to terminate the License Agreement upon written notice to the other party; provided, however, the foregoing right to terminate the License Agreement shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensors and Licensee shall cooperate to satisfy any conditions precedent.

5.5 Licensors Remedies for Undocumented Installation or Modification. In the event that Licensee breaches the License Agreement by installing Equipment or making a modification other than as allowed under this License Agreement, it shall constitute a material breach of contract subject to the default provisions of Paragraph 22 of this Agreement.

6. Replacement Tower and Building. Licensors reserves the right to replace the Tower and/or Building with a new or different tower and/or building and to relocate Licensee's Antennas and Licensee's Equipment to the new or different tower and/or building, provided that the new tower space and building space shall be substantially comparable to the existing Licensed Space. All terms of this Agreement relating to the Licensed Space shall apply to the new tower space and building space.

7. Utilities. Licensee shall solely and independently be responsible for the payment of all electrical utilities consumed by Licensee's operations. Licensee shall pay its prorated share of the electrical utilities as determined by Licensors. Licensors makes no warranty as to uninterrupted utility service to the Site.

8. Access Keys. Upon execution of this Agreement, Licensors shall deliver to Licensee all necessary keys and combinations to facilitate Licensee's access to the Licensed Space. Loss or unauthorized duplication of keys by Licensee shall make Licensee liable, at Licensors sole discretion, for the cost of re-keying the Site locks. Access to the Site is through one or more locked gates that restrict access between Konocti Road and the Site. Licensee shall maintain locked at all times all gates across the access road to the Site. Licensee shall not provide a key to anyone other than an employee of Licensee, unless specifically authorized in writing by Licensors or the Site Manager. Licensee shall maintain a list of all persons who have possession of keys and shall make a list of such persons available to Licensors or the Site Manager on demand. Licensee shall not grant access to the Site to anyone other than officers, employees, agents and contractors of Licensee, without the prior authorization of Licensors or the Site Manager.

9. Mechanic's Liens.

Licensee will provide Licensors at least fifteen (15) days prior written notice before any labor is performed, supplies are furnished, or services are rendered at the Site, or any part thereof, and Licensee shall post notices of non-responsibility on the Site as specified under California law for the benefit of Licensors. Licensee shall keep the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation,

repair, maintenance, or removal of the Licensor's Equipment on or from the Tower of the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Licensee shall cause (a) any such lien to be bonded in an amount equal to one hundred fifty percent (150%) of the amount of the claim, or (b) discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed by the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys' fees, and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify Licensor from all such amounts.

10. Taxes. Licensor shall be responsible for payment of all personal and real Property taxes assessed directly upon and arising solely from the Tower and Site; provided, however, if improvements constructed by Licensee on the Site result in the increase of Licensor's real or personal property taxes, Licensee shall be responsible for payment for the increase in said real or personal property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's Equipment. Pursuant to Revenue and Taxation Code Section 107.6, notice is hereby given that this Agreement may be a contract with a private party whereby a possessory interest subject to property taxation is created. Such a property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied. Licensee shall pay any property taxes levied on any possessory interests on the Tower, Building and Site.

11. Maintenance and Repairs. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this Agreement provided that any alterations, modifications, repairs or replacements to Licensee's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the communications system of current or future users unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair or replacement work to be performed to Licensor for Licensor's written approval. Licensor shall have the right to approve the plans, specifications and contractor prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, all at Licensee's expense. Licensee shall have twenty-four (24) hour

access for routine maintenance of base station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor within twelve (12) hours after access to the Tower and Site has occurred. Licensee shall be in compliance at all times with Paragraphs 13, 14, and 16 during maintenance and repairs.

12. Access to Tower and Equipment.

12.1 Licensee shall have access to Licensee's Equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall not use any motorized off-highway vehicles to and from the Tower, Building, and Site more than two (2) times per week, unless approved in advance by Licensor.

12.2 Licensee, or any of its officers, successors, assigns, representatives, agents, independent contractors, subcontractors, partners, officers, employees, administrators, or representatives shall not be permitted to climb a tower or serve as ground crew on the Tower, Building, or Site unless that person has been specifically approved in advance by the Director of the County of Lake, Public Services Department as having necessary and appropriate training and certification to climb towers. Upon request from the Director of the County of Lake, Public Services Department, Licensee shall furnish tower climbing certification documents or adequate proof of at least one (1) year climbing experience for Licensee's officers, successors, assigns, representatives, agents, independent contractors, subcontractors, partners, officers, employees, administrators, or representatives, as determined by the Director of the County of Lake, Public Services Department.

13. Interference.

13.1 During the Term of this Agreement, Licensee agrees to use equipment of the type and design that will not cause physical or Radio Frequency ("RF") interference to other licensees on the Site. Licensee agrees to make no changes to its equipment, frequency or frequencies, beam widths, bandwidths, azimuths, tower elevations, or any other parameters specified in Attachments A and B without the prior written approval of Licensor pursuant to the Application for Modification procedures set forth herein. Licensee agrees to maintain all its equipment to operate within the manufacturer's and FCC specifications.

13.2 When, in the reasonable opinion of Licensor, Licensee's Antennas, Licensee's Equipment or Licensee's use of the Tower, Building or the Site causes interference, Licensee shall take all steps necessary to correct or eliminate such interference. Licensee upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost. If such interference cannot be corrected within seven (7) calendar days of Licensee's being informed in writing by Licensor and/or Site Manager of such interference, Licensor may, in its sole discretion, terminate this Agreement as provided hereinafter, or alternatively, Licensor may require Licensee immediately cease operation of its equipment until such interference can be corrected or eliminated at which time Licensee may resume operation of its equipment.

Licensee assumes all liability for interference to all equipment on or off Site caused by its equipment.

13.3 Interference to Licensee's Unlicensed Operations. Licensee acknowledges that if the operation of any Unlicensed Antennas (i.e. any antenna on the Site that is transmitting or receiving signals within frequencies that do not require an FCC license) is subject to any RF or physical interference, Licensors has no duty or obligation to remedy the interference to such Unlicensed Antennas.

13.4 Cost of Testing. Prior to the installation of any equipment or the modification of the operating parameters of existing equipment, Licensors shall have the right to require Licensee, at Licensee's expense, to conduct interference and compatibility testing of such equipment to ensure that it does not affect the operations and interests of other Site users of the Tower, Building and Site. Any such testing required by Licensors to evaluate Licensee's operations shall be at the sole and reasonable cost of Licensee. Such testing shall be made by a qualified technical person representing Licensee and a representative designated by Licensors. If the test is satisfactory to both the technical person and the Licensors representative, a certification of such test signed by both the technical person and the Licensors representative shall be forwarded to Licensors's address under Paragraph 40 of this Agreement. Licensee shall reimburse Licensors for any reasonable costs incurred by Licensors to conduct such testing, within thirty (30) days after receipt of billing and reasonable supporting documentation.

13.5 Notwithstanding anything in this Paragraph to the contrary, Licensee acknowledges that Licensors may not have control over equipment located on any adjoining site and agrees that Licensors shall not be liable for such lack of control including interference to Licensee's equipment and operations.

13.6 Licensors shall require all current and future licensees on the Site to comply with the provisions of this paragraph 13.

14. Interruptions. Licensors and Licensee agree that Licensors shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, structural failures, or otherwise. Licensors shall not give any unauthorized access to Licensee's Equipment; however, Licensors shall not be responsible to Licensee for any unauthorized access thereto.

15. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, permits, and requirements of a ll federal, state and local governments and their agencies as they relate to Licensee's use and occupancy of the Tower, the Site, and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use and occupy the Tower, and the Site, and the Licensee's Equipment, as the case may be, in accordance with all Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA"), and all other regulations, ordinances or laws.

16. Compliance with FCC Radio Frequency Emissions Requirements.

16.1 It shall be the responsibility of the Licensee to ensure that Licensee's Equipment does not cause radio frequency exposure levels, to exceed those levels permitted by the FCC.

Licensors shall require other communications users of the Site to bear the same responsibility.

16.2 If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the Licensee is one of the responsible parties causing such exposure, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensors, and shall equitably share in all expenses incurred by Licensors as are necessary in order to meet FCC compliance levels.

16.3 Licensee agrees that in the event there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Licensee will cooperate with Licensors and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

16.4 Licensee acknowledges and agrees that, upon reasonable prior notice, Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

17. Indemnification. Each party shall hold harmless, defend and indemnify the other and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the party's use of the Tower and its presence at the Site, caused in whole or in part by any negligent act or omission of the party, anyone directly or indirectly employed by the party or anyone for whose acts the party may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the other.

18. Risk of Loss/Insurance.

18.1 Licensee shall continuously maintain in full force and effect a policy of commercial general liability insurance insuring Licensee against liability for bodily injury, death, damage to personal property arising out of the activities contemplated under this License Agreement with limits of not less than Two Million and No/100 Dollars (\$2,000,000) for bodily injury or death, and not less than Two Million Dollars (\$2,000,000) for damage to property. In addition, Licensee shall maintain commercially reasonable insurance appropriate for the uses and activities contemplated under this License Agreement, including, but not limited to, the following: worker's compensation in statutory amounts, employer's liability insurance with combined single limits of Two Million and No/100 Dollars (\$2,000,000), and automobile liability insurance against claims for bodily injury or property damage with combined single limits of Two Million and No/100 Dollars (\$2,000,000) which specifically covers all vehicles leased, owned or used by Licensee. Certificates of such policies shall be delivered to Licensors on the Commencement Date and annually thereafter. Licensors and Licensors' site manager shall be named as additional insured and shall be added in the form of an endorsement to Licensee's insurance on ISO form number CG 20 38 04 13 or its equivalent. Any available insurance proceeds in excess of the specified limits stated in this Agreement shall be available to said additional insureds. Licensee shall require all of its contractors and subcontractors to add said additional insureds in accordance with ISO form number CG 20 38 04 13 or coverage at least as broad, and Licensee shall ensure that its contractors' and subcontractors' policy

endorsement comply with these requirements. Further with the exception of any negligence on the part of Licensor and subject to the waiver of subrogation below, Licensee shall reimburse Licensor for any damage to the Tower or Building or Licensor's equipment caused by Licensee. Further, with the exception of any negligence of the part of Licensee and subject to the waiver of subrogation below, Licensor shall reimburse Licensee for any damages to Licensee's Equipment caused by Licensor.

18.2 Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement (or such broader coverage as is actually carried by the insured party), and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not effect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

18.3 No insurance policy shall be cancelled without thirty days prior written notice to Licensor, and such cancellation is neither a release nor a waiver of Licensee's obligations under this Paragraph 18. Any violation of Paragraph 18 by Licensee is subject to the default provisions of Paragraph 22. The limits and coverage of all such insurance shall be adjusted by agreement of all parties during every fifth year of the term of this agreement in conformity and the then prevailing custom of insuring property and other risks similar to those appropriate to the Site.

18.4 Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the Licensor. Licensee's insurance coverage shall be provided to the Licensor as an additional insured on a primary and noncontributory basis in accordance with form CG 20 01.

19 Transfer of Licensee's Interest. Licensee's interest under this Agreement shall not be assignable by Licensee, without Licensor's prior consent, provided, however, no such assignment shall relieve Licensee of any obligation under this Agreement and Licensee and any assignee shall be jointly and severally liable under this Agreement. Any other assignment of this Agreement by Licensee shall require Licensor's prior written consent.

20. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee. Licensee shall not otherwise transfer any interest under this Agreement including, without limitation, duplexing of signals, shared use rights, or shared digital or analog interconnect facilities. Furthermore, Licensee shall not be permitted to sub-license to or share with third parties Licensee's equipment, including but not limited to, coaxial, antennas, dishes, and/or base station equipment.

21. Removal of Licensee's Property. Licensee's Equipment is agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in

said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower, Building and the Site caused by or during such removal, and (iii) shall surrender the Tower, Building and the Site in good condition, ordinary wear and tear excepted. Any removal of Licensee's Equipment after the expiration or the earlier termination of this Agreement shall be subject to the month-to-month License Fee provisions under Paragraphs 2.1 and 3. In the event Licensee fails to remove any of Licensee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner by Licensor, in Licensor's sole and absolute discretion. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancement to the Tower, as determined by Licensor, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this Agreement.

22. Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder.

22.1 Monetary Default. The failure by Licensee to make any payment of License Fee or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue

for a period of ten (10) days after which notice thereof is received by Licensee from Licensor.

22.2 Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of twenty (20) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such twenty (20) day period and thereafter diligently prosecutes such cure to completion.

22.3 Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder.

23. Condemnation.

23.1 Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and

Licensee arising after the termination date shall terminate.

23.2 Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensors shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensors written notice thereof and, upon Licensors receipt of such written notice, this License Agreement shall terminate. If either Licensors or Licensee elects to terminate this License Agreement, Licensors shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensors and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

24. Condemnation Award. Licensors shall receive the entire condemnation award for the Tower and the Site and Licensee hereby assigns to Licensors any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensors, any condemnation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

25. Fire. In addition to the grounds for termination provided elsewhere in this Agreement, Licensors may terminate this Agreement with notice to Licensee upon determination by Licensors that Licensee's use of the Tower, Building, or Site interferes with the prevention of fire in violation of the Lake County Fire Code.

26. Use of Firearms and Weapons. Licensee and its officers, employees, agents, contractors, and invitees, shall not use, carry, or possess any firearms and weapons, including, but not limited to: guns, bows, arrows, or sling shots, on the Tower, Building, and Site, and areas past any locked gates leading up to the Tower, Building, and Site.

27. Trash and Littering. Licensee and its officers, employees, agents, contractors, and invitees shall not litter or leave any debris on the Tower, Building, and Site, and areas past any locked gates leading up to the Tower, Building, and Site, unless approved in advance by Licensors for a temporary duration during new construction.

28. Event of Casualty.

28.1 Termination. In the event of any damage to or destruction of the Tower, Building, or Site, or any lesser part thereof, which renders the Tower, Building, or Site unusable or inoperable, Licensors or Licensee shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations hereunder by giving written notice to Licensors or Licensee within thirty (30) days after such damage or destruction. If neither party terminates this Agreement, the License Fee payable hereunder shall be reduced or abated in proportion to the actual reduction or

abatement use of the Tower, Building, and Site. Licensor is not obligated to make any necessary repairs to the Tower or Licensee's Equipment. Licensor shall be entitled to use any and all insurance proceeds from policies required under this Agreement to pay for any such repairs. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

28.2 Replacement of Tower. If the Tower is totally or substantially destroyed and the destruction is not caused by or contributed to by Licensee, Licensor, in Licensor's sole and absolute discretion, may terminate this Agreement in accordance with Paragraph 28.1 or elect to rebuild the Tower at Licensor's expense, or provide Licensee with suitable alternative locations for Licensee's Equipment. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay the License Fee while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

29. Termination - Other Circumstances. In addition to the grounds for termination provided elsewhere in this Agreement, Licensor may terminate this Agreement with notice to Licensee should the following circumstances arise which preclude Licensor from proceeding with this Agreement:

(A) A directive from the State

(B) The passage of any law which effectively prohibits Licensor from fulfilling its obligations pursuant to this Agreement or other similar action beyond the control of the Licensor.

The Agreement may be terminated by Licensor should any of the above-referenced circumstances arise, by giving thirty (30) days notice to the Licensee.

30. Termination - Obligations. Any termination as provided in this Agreement shall relieve both parties of any further obligations under this Agreement (except provisions which indicate they survive such termination), although Licensee shall continue to be responsible for any breach of any obligations which occurred prior to the date of such termination.

31. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and the Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

32. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

33. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective

successors and assigns.

34. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

35. Modifications. This Agreement may only be modified by a written amendment thereto, executed by both parties, executed on behalf of Licensor by the Director of the County of Lake, Public Services Department, unless otherwise required by law.

36. Severability. If any part of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make the enforcement.

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

38. Environmental Laws. Licensor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, excepting only such substances that are customarily used in wireless communications facilities and are not in violation of any applicable law. Licensee shall not introduce or use any such substance on the Site in violation of any applicable law. Licensor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, of all spills or other releases of Hazardous Substance, not caused by or contributed to by Licensee, that have occurred or which may occur on the Site. Each party agrees to defend, indemnify and hold the other party harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the indemnitee may suffer due to the existence or discovery of any Hazardous Substance on the Site or the mitigation of any Hazardous Substance to the other properties or released into the environment, that relate to or arise from the indemnitor's activities during or prior to the commencement of this Agreement. The indemnification of this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, re-mediation, removal or restoration work required by any government authority.

39. Applicable Law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located. The parties hereto agree that venue or forum from any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California.

40. Notices. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party."

LICENSOR:

Public Services Director
County of Lake 333 2nd Street
Lakeport, CA 95453
Office: (707) 262-1618

Fax: (707) 263-0973

LICENSEE

Andrew Cardin
Digital Path Inc., a
Delaware Corporation
1065 Marauder Street
Chico, CA 95973
Office: 530-571-7541
Fax: 530-899-7787
Email: acardin@digitalpath.com

41. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver of failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

42. Estoppel. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this License is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this License, as so modified, is in full force and effect) and the date to which the License Fee and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such default if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such statement within such time will be conclusive upon the requesting party that (i) this License is in full force and effect, without modification except as may be partly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one year of License Fees has been paid in advance.

43. Ownership of Documents. All non-proprietary reports, drawings, renderings, information, and / or other documents or materials prepared by and / or submitted to Licensee hereunder shall become the property of Licensor. In the event of the termination of this Agreement for any reason whatsoever, Licensee shall promptly turn over all said reports, drawings, renderings, information, and / or other documents or materials to Licensor without exception or reservation.

44. Records -Audit. Licensee shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids [if applicable], all income, and expenditures. These documents and records shall be retained by Licensee for at least five (5) years from the termination of this Agreement. Licensee will permit Licensor to audit all books, accounts, and / or records relating to this Agreement and / or all accounts or records of any business entities controlled by Licensee who

participated in this Agreement. Licensors may require Licensee to provide all books and records within a maximum of fifteen (15) days of Licensee's receipt of written notice to do so from Licensors.

45. Residency. All independent contractors providing services to Licensee or Licensors for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

46. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this License Agreement.

47. Other. The submission of this Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option. This Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensors and Licensee. Licensee represents and warrants that it is licensed to do business and enter into license agreements in the State of California.

48. Facsimile. This Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

49. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

50. Effectiveness. This Agreement shall be effective only when signed by all parties.

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IN WITNESS WHEREOF, Licenser and Licensee execute this agreement as follows:

LICENSOR:
COUNTY OF LAKE

LICENSEE:
DIGITAL PATH, INC.

By: _____

By:  _____

Andrew Cardin, SVP Operations

4/20/23
(Date)

Attest: Susan Parker
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Lloyd Guintivano
County Counsel

By: _____



**ATTACHEMENT A –
FACILITY AND TOWER SPACE**

LICENSOR: County of Lake

LICENSEE: Digital Path Inc.

Description of Space Occupied:

Vault Space

One half of Licensor owned 7' rack not to exceed 12" projection front and back of center line, for the Licensee's Vault Equipment detailed on Attachment B herein.

Tower Space

Space on Licensor's 120' tower or on building for the equipment as delineated on Attachment B herein or otherwise assigned by the Site Manager

Licensor's Initials: _____

Licensee's Initials DP

END OF ATTACHMENT A

LICENSOR: County of Lake
LICENSEE: Digital Path Inc.

ATTACHMENT B

Description of Licensee's Tower Equipment:

All channel selection for each sector/dish shall be approved by Licensor's Site Manager in advance of operation. Channels shall be selected and verified for performance in cooperation with the Site Manager, giving preference to the use of UNII-2 channels over UNII-3 provided the UNII-2 channels meet the performance criteria of the Licensee. Licensee shall provide a letter report to Licensor's Site Manager of the operating channels, frequencies and bandwidth on each anniversary date of this License Agreement. Once approved by Licensor's Site Manager the letter report shall become part of this Agreement. Any subsequent change to operating channels or other parameters delineated below, shall be subject to approval by Licensor's Site Manager in advance of said changes in accordance with the approval procedures set forth in this License Agreement. Licensee shall be solely responsible for operating, maintaining and replacing its equipment, and ensuring that it is in good operating order.

Antenna Space and Equipment

	Ant. Make/ Model	Status	Ant. Shape (e.g.dish, panel, horn)	Ant Dimensions (e.g diameter in Ft. or W x L x D in inches)	Ant. Integrated Equipment (e.g. Radio)	Mode	Beam (Sector)	TX		RX		Tower Elevation (feet)	Tower Leg Sector Mount (A or C)	Notes
							Width	Freq. MHz	Width MHz	Freq. MHz	Width MHz			
1	2x Wireless	Installed	Panel/Horn	8 x 16.34 x 18.27	Integrated Radio	2cardBridgeAP	90	5500	20	5180	10	106		These to removed 90days after Tarana G1 are installed
2	2x Wireless	Installed	Panel/Horn	8 x 16.34 x 18.27	Integrated Radio	2cardBridgeAP	50	5620	20	5820	10	222		These to removed 90days after Tarana G1 are installed
3	2x Wireless	Installed	Panel/Horn	8 x 16.34 x 18.27	Integrated Radio	2cardBridgeAP	30	5590	20	5230	10	262		These to removed 90days after Tarana G1 are installed
4	2x Wireless	Installed	Panel/Horn	8 x 16.34 x 18.27	Integrated Radio	2cardBridgeAP	30	5560	20	5830	10	292		These to removed 90days after Tarana G1 are installed
5	2x Wireless	Installed	Panel/Horn	8 x 16.34 x 18.27	Integrated Radio	2cardBridgeAP	90	5680	20	5220	10	325		These to removed 90days after Tarana G1 are installed
6	ubnt-airfiber5xHD	Installed	Dish	2'	Integrated Radio	PTP	Directional	5775	10	5775	10	300	N/A (on Bldg)	No change here
7	ubnt-airfiber5xHD	Installed	Dish	2'	Integrated Radio	PTP	Directional	5800	20	5800	20	57	N/A (on Bldg)	No change here
8	ubnt-rocketsm5	Installed	Dish	2'	Integrated Radio	PTP	Directional	5740	20	5740	20	298	N/A (on Bldg)	No change here
9	ubnt-rocketsm5	Installed	Dish	2'	Integrated Radio	PTP	Directional	5740	20	5740	20	298	N/A (on Bldg)	No change here
10	Trango Apex Plus	Installed	Dish	6'	Integrated Radio	PTP	Directional	10815	40	11305	40	125	N/A (on Bldg)	To be Removed
11	Canopy PMP 450m	Installed	Panel	20.3 x 25.7 x 4.4 in	Integrated Radio	AP	90	5760	20	5760	20	37		These to removed 90days after Tarana G1 are installed
12	Canopy PMP 450m	Installed	Panel	20.3 x 25.7 x 4.4 in	Integrated Radio	AP	90	5240	20	5240	20	127		These to removed 90days after Tarana G1 are installed
13	Canopy PMP 450m	Installed	Panel	20.3 x 25.7 x 4.4 in	Integrated Radio	AP	90	5240	20	5240	20	269		These to removed 90days after Tarana G1 are installed
14	Taranna G1 CUBS/ G1-BN3AS1001	Proposed	Panel	16.6 x 21.2 x 5.1 in.	Integrated Radio	AP	90	3550	40	3700	40	0	102.5	A New technology platform, should be able to remove PMP 450m and 2x Wireless AP
15	Taranna G1 CUBS/ G1-BN3AS1001	Proposed	Panel	16.6 x 21.2 x 5.1 in.	Integrated Radio	AP	90	3550	40	3700	40	105	102.5	A New technology platform, should be able to remove PMP 450m and 2x Wireless AP
16	Taranna G1 CUBS/ G1-BN3AS1001	Proposed	Panel	16.6 x 21.2 x 5.1 in.	Integrated Radio	AP	90	3550	40	3700	40	275	102.5	C New technology platform, should be able to remove PMP 450m and 2x Wireless AP
17	ubnt-airfiber5xHD	Proposed	Dish	2'	Integrated Radio	PTP	Directional	5170	10	5210	10	77.72	102.5	A To feed Walker Ridge Lake Fire Cams
18	AXIS PTZ	Installed	Camera	8"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	102.5	A	Staying on tower
19	AXIS PTZ	Installed	Camera	8"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	102.5	C	Staying on tower

Description of Licensee's Vault Equipment:

- One-half of Licensor-owned 7' rack not to exceed 12" projection front and back of center line, for:
- 1) UPS,
 - 2) Brocade Router,
 - 3) EdgeSwitch,
 - 4) 2 rack mountable APC power str/ps,
 - 5) Clema box for fiber.

Licensor's Initials: 

Licensor's Initials: 

ATTACHMENT C – TERM & LICENSE FEE

LICENSOR: County of Lake

LICENSEE: Digital Path Inc.

TERM:

1. Commencement Date: The first day of the month following the date this Agreement is approved by the County of Lake Board of Supervisors.
2. Termination Date: Five years (5) upon the Commencement Date. Thereafter, provided Licensee has faithfully performed its obligations under this License Agreement, the License Agreement shall automatically renew for one additional five-year (5) term (a "Renewal Term"), upon the same provision hereof. In addition to the grounds for termination provided elsewhere in this License Agreement Licensor or Licensee may terminate this Agreement without cause and upon one hundred twenty calendar days (120) prior written notice to the other.

LICENSE FEE:

1. Commencing on the Commencement Date, \$150 per month for each Antenna listed in Attachment B hereinabove. The parties acknowledge that as of the Commencement Date, there are seventeen (17) Antennas, exclusive of the fire cameras. Upon removal of any antenna, a commensurate reduction in the License Fee shall be applied beginning on the first day of the month following removal. Removal of antennas will be subject to the Application for Modification procedures set forth in Paragraph 5 of this License Agreement.
2. Utility fee: Based on Licensee's electrical consumption pursuant to Paragraph 7.
3. Beginning on the Commencement Date; all fee payments are due on the first of every month, including any pro rata fee payments accrued between County of Lake Board of Supervisors' approval referenced hereinabove and the first of the month following such approval. Until further notice, checks should be made payable to the "County of Lake" and mailed to the address given by Licensor to Licensee. The License Fee shall be delinquent if not received by the Licensor within ten (10) days of the due date and shall be subject to a late charge equal to six percent (6%) of the amount of the payment then due. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Licensor will incur by reason of the late payment by Licensee. Any amount due and unpaid shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.

Licensor's Initials: _____

Licensee's Initials AC

END OF ATTACHMENT C