

**TELECOMMUNICATIONS
SITE LICENSE AGREEMENT
Mt. St. Helena North Peak**

THIS TELECOMMUNICATIONS SITE LICENSE AGREEMENT (the "Agreement") is made and entered into as of this ____ day of January, 2020 (the "Effective Date") by and between MONTESOL LLC, a California limited liability company ("Licensor"), acting through COMSITES WEST, LLC, a California limited liability company currently authorized as the Designated Agent of Licensor, and LAKE COUNTY SHERIFF'S OFFICE, a Governmental Agency ("Licensee") on the terms and conditions set forth herein.

I. RECITALS

A. Licensor owns and is entitled to possession of that certain telecommunications site ("Site") situated on Mt. St. Helena, in Sonoma County, California, and more particularly described on Exhibit A attached hereto.

B. Licensee desires to enter into a license agreement with Licensor for the use of that portion of the Site described on Exhibit A as the Licensed Premises to install, maintain and operate Licensee's System as also described on Exhibit A and on Exhibit B. Licensor desires to grant to Licensee a license to use, on a non-exclusive basis, the Licensed Premises for Licensee's System, on the terms and conditions set forth herein and in the exhibits attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and the following mutual exchange of promises and covenants, the parties agree as follows:

II. SPECIFIC TERMS

The following definitions and specific terms shall apply with regard to this Agreement and are referred to herein as the "**Specific Terms**":

Licensor: Montesol LLC, c/o Navolio & Tallman LLP, attn.: Stanley Tolle
201 Mission Street, Suite 650, San Francisco, CA 94105
Telephone: (415) 956-1750 (office); (415) 500-6123 (direct); (415) 956-1001 (fax)
Email: stolle@ntllp.com

Designated Agent: ComSites West, LLC, attn.: Charlie Feick
2555 Third Street, Suite 200, Sacramento, CA 95818
Telephone: (916) 442-2555 (office); (530) 414-4376 (direct); (916) 442-4239 (fax)
Email: charlie@comsiteswest.com

Site Manager: Accord Communications attn.: Peter Gruchawka
307 Cypress Ave, Kenwood, CA 95452
Telephone: (707) 833-5027; Fax: (707) 833-2805
Email: accordcomm@comcast.net

Licensee: Lake County Sheriff's Office

Licensee's Address: 1220 Martin Street **City:** Lakeport , **STATE:** CA **ZIP:** 95453

Licensee's Operations Contact: Greg Glavich **Phone:** (707) 671-6506

E-MAIL: glavichg@co.mendocino.ca.us

Licensee's Business Contact: Undersheriff Chris Macedo **Phone:** (707) 262-4200

E-MAIL: chris.macedo@lakecountyca.gov

Licensed Premises: See Exhibit A

Licensee's Approved Equipment: See Exhibits A and B

Licensee's System: See Exhibit A

Licensee's Approved Frequencies: See Exhibit A, as to approved TX and RX frequencies, respectively

License Rent: \$583.00 per month, subject to adjustment as provided in Section 3 (based on Licensee's Approved Equipment listed in Exhibit A of this Agreement);

Electrical Power Charge: \$40.00 per month, subject to adjustment as provided in Section 7

Rent Commencement Date: Upon the earlier of Licensee's commencement of installation or the date that is three (3) months after the Effective Date of this Agreement.

Initial Term: Five (5) years, commencing on the Effective Date

Renewal Term: Three (3) additional periods of one (5) years each, commencing on the expiration date of the Initial term or the immediately preceding Renewal Term

Installation by Licensor Required: No

One Time Installation Fee: \$ N/A

Master Antenna System Required: No

One Time Master Antenna Fee: \$ N/A

Installation Fee: for all installations performed by Licensor, \$ N/A per installation.

Certification Fee: for all inspections required by Licensor to deem any installation by Licensee complete and acceptable, \$500.00 per inspection.

One Time Documentation Fee: Within thirty (30) days following the Effective Date of this Agreement, Licensee shall pay to Licensor a onetime documentation fee of \$ Waived.

SPECIAL TERMS: N/A

Other Defined Terms:

Agents: See Section 13

Agreement: See first Section above

Claim or Claims: See Section 13

Effective Date: See first Section above

Site: See Exhibit A

Term: See Section 2

Tower: See Exhibit A

Transfer: See Section 18

Attached Exhibits (forming part of this Agreement):

Exhibit A: List of Licensee's Approved Equipment and Frequencies, and location/description of the Site, Tower and Licensed Premises

Exhibit B: Site Drawing indicating the location of Licensee's Approved Equipment on the Site and Tower

Exhibit C: Licensor's Site Standards

III. GENERAL TERMS AND CONDITIONS

1. GRANT OF LICENSE

(A) Licensor hereby grants to Licensee, during the Term, a non-exclusive license, to use in common with others, the Licensed Premises to operate Licensee's System. The Licensed Premises are that portion of the Site, including that portion of the Tower, actually occupied by Licensee's System and more particularly designated in the Specific Terms set forth above. The Licensed Premises shall be used by Licensee for installation, maintenance, inspection, repair and operation of Licensee's System, subject to the terms and conditions of this Agreement, and Licensee shall not use the Licensed Premises for any other purpose.

(B) Licensor also hereby grants to Licensee, during the Term and also subject to the terms and conditions of this Agreement and any other rules and regulations reasonably required by Licensor hereafter, a right of ingress to and egress from the Licensed Premises over the access road across the property on which the Site is located, solely for the purpose of installing, inspecting, replacing equipment with like equipment, and operating and/or maintaining Licensee's System. Licensee's agents shall carry company identification and display the same if so requested. Access to and from the Site shall be by four wheel drive vehicles only and access shall be prohibited within twenty four (24) hours after rains in excess of one (1) inch within any twenty four (24) hour period by a vehicle with a gross combination weight of over twenty thousand (20,000) pounds. If the access road is damaged by neglectful use, Licensee shall pay the full cost of repairs to the area or areas of the access road so damaged if it can be shown that such damage was caused by Licensee or any of its Agents. Before accessing the Site, Licensee shall provide to Designated Agent and Site Manager, in writing, the names of all persons authorized by Licensee with access to the Site. Licensee shall modify that list as changes occur and provide Designated Agent and Site Manager with a copy. Licensor, Licensor's Designated Agent and Site Manager each reserves the right to deny access to the Site to any person for good cause. In the event the State of California imposes a road fee with respect to the approximately five (5) miles of State owned access road to the Site location, Licensee agrees to pay a pro-rata share of such fee, based on Licensor's reasonable allocation of such fee among all tenants, licensees or other occupants of Licensor using the access road.

(C) Upon the execution of this Agreement, Designated Agent shall deliver to Licensee all necessary keys and combinations to facilitate Licensee's access to the Licensed Premises. Loss or unauthorized duplication of keys by Licensee shall make Licensee liable, at Licensor's or Designated Agent's sole discretion, for the cost of re-keying the Site locks.

2. AGREEMENT TERM

The Term of this Agreement shall begin on the Effective Date and expire at the end of the Initial Term unless extended, in which case the Term of this Agreement shall expire at the end of the then current Renewal Term unless extended. This Agreement shall automatically be extended for the initial Renewal Term and each successive Renewal Term, up to the maximum number of Renewal Terms specified in the Specific Terms, unless either party notifies the other party in writing not less than ninety (90) days prior to the end of the Initial Term or the then current Renewal Term of its intention to not renew. Any holding over beyond the end of the Initial Term or of the last effective Renewal Term, if any, shall be on a month-to-month basis on the terms and conditions of this Agreement and subject to the right of either party to terminate, upon thirty (30) days written notice, Licensee's right to possession of the Licensed Premises.

3. LICENSE RENT

(A) Commencing on the Rent Commencement Date, Licensee shall pay to Designated Agent, acting on behalf of Licensor, at the address set forth above, or to such other party or address subsequently designated by Licensor by written notice to Licensee, the License Rent stated in the Specific Terms set forth above, subject to adjustment as provided herein.

(B) The License Rent is payable in advance on the first day of each month and shall be delinquent if it is not received by Licensor or its Designated Agent by the tenth (10th) day of each month. If the monthly License Rent is not paid when due, then the amount due and unpaid shall bear interest at the rate of ten percent (10%) per annum from the date due until paid. License Rent payable hereunder for any period of less than one (1) month shall be determined by prorating the monthly License Rent based on the actual number of days in the month.

(C) Commencing on the first anniversary of the Rent Commencement Date and annually thereafter on each anniversary date of the Rent Commencement Date, (the "Increase Date"), the License Rent payable hereunder shall be increased to the greater of either (i) one hundred four percent (104%) of the rent then in effect or (ii) the rent determined by multiplying the then current rent by a fraction the numerator of which shall be the most recent Consumer Price Index, as defined below, ("CPI"), that has been published as

of the Increase Date and the denominator of which shall be the CPI in effect one year prior to the date of such published CPI. The CPI to be used is the Consumer Price Index For All Urban Consumers - All Items (1982-84 = 100), for the San Francisco-Oakland-San Jose metropolitan area, or any successor index thereto. The increased License Rent shall be rounded up to the next highest whole dollar amount.

(D) Licensee also shall pay, at the times and in the manner specified, any other fees and costs specified in the Specific Terms or under any other provisions of this Agreement.

(E) Licensee shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Premises.

4. SITE MANAGEMENT: LICENSEE'S APPROVED EQUIPMENT; LICENSEE'S SYSTEM; ALTERATIONS

(A) Licensor's appointed Site Manager has full authority over all technical matters pertaining to the Site, including without limitation construction, installations, safety and the application, administration and adherence to Licensor's Site Standards. Not less than ten (10) business days prior to the initial installation date or any subsequent modifications or alterations to or installation of additional equipment, Licensee shall coordinate the same with Site Manager.

(B) Licensee shall provide Licensee's Approved Equipment as listed in Exhibit A, as required for the installation and operation of Licensee's System. Licensee's Approved Equipment shall remain, except as otherwise provided herein, the sole property of the Licensee and shall be removed from the Licensed Premises at Licensee's expense upon the termination of this Agreement. Licensee agrees to install isolators, cavities and filters on its equipment or use the master antenna system (SEE Section 5 below).

(C) The location and manner of installation of Licensee's Approved Equipment are subject to the prior approval of Site Manager. Licensee shall submit to Designated Agent and Site Manager its scope of work requirements in the form defined in Licensor's Site Standards for the installation of equipment within a reasonable period of time prior to any planned or subsequent modification to or installation of additional equipment (but in no event less than ten (10) business days). The System will be installed by Site Manager for the Installation Fee, as shown in the Specific Terms, or Licensee may install the System and pay Licensor (through Designated Agent) the installation Certification Fee as shown in the Specific Terms. Any such charges due shall be payable within thirty (30) days after completion of the installation.

(D) No equipment other than that listed in the Specific Terms and/or the Exhibits hereto shall be installed by Licensee without Licensor's, Designated Agent's or Site Manager's prior written approval. Any material modifications, additions or alterations (including frequency changes) to the Licensed Premises or to Licensee's System or equipment require Licensor's, Designated Agent's or Site Manager's prior written approval, which approval Licensor expressly reserves the right to condition upon, among other reasonable conditions, an increase in the License Rent. Should Licensee materially modify, install or have installed any equipment on the Licensed Premises other than that described in Specific Terms and/or the Exhibits hereto without first obtaining such prior written consent, Licensor or its Designated Agent may terminate this Agreement.

(E) In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required consents or permits in connection with such shelter or cabinet installation. Licensee hereby consents to the stacking of a third-party or Licensor owned platform or shelter or cabinets above or below Licensee's shelter or cabinets, provided Licensor or such third party shall be solely responsible for all costs and expenses associated with obtaining any Required Permits in connection therewith. In addition to the foregoing, in the event that Licensee has not been requested to install a stackable shelter and does not utilize a stackable shelter, Licensee agrees that Licensor, Designated Agent or Site manager shall have the right to require Licensee to replace its shelter with a stackable shelter upon no less than sixty (60) days prior written notice at the sole cost and expense of a subsequent licensee who installs a stacked shelter above Licensee's equipment shelter.

(F) Licensee agrees to install, operate, maintain and repair Licensee's System, including any and all modifications, additions and alterations thereto, in full compliance with (i) all applicable laws, ordinances, rules, and regulations, whether now or hereafter enacted or amended, of local, state and federal governmental authorities, (ii) any applicable FCC and manufacturer specifications, (iii) the engineering standards prevailing in the communications industry, and (iv) Licensor's Site Standards attached hereto as Exhibit C and, upon prior written notice, with any reasonable amendments thereto.

5. MASTER ANTENNA SYSTEM

If noted in the Specific Terms, Licensee must use the Site master antenna system and Licensee shall be required to pay the one-time Master Antenna System Charge within thirty (30) days of the Rent Commencement Date as noted in the Specific Terms. The master antenna system will be installed and maintained by Licensor, Designated Agent or Site Manager and shall remain the property of Licensor. Licensor does not guarantee the performance, or effect, of the Site master antenna system on Licensee's System, and neither Licensor, Designated Agent nor Site Manager shall be liable to Licensee for any damages resulting from the performance of the Site master antenna system, or any failures or deficiencies thereof or therein. Licensee shall be liable for any damage to the master antenna system caused by Licensee, its equipment, its Agents or its invitees.

6. FREQUENCY INTERFERENCE

(A) During the Term of this Agreement, Licensee agrees to use equipment of the type and design and in a manner that will not cause interference to Licensor or other existing licensees on the Site. Licensee agrees to make no changes in or to its equipment or Licensee's Approved Frequencies without the prior written approval of Licensor, Designated Agent or Site Manager.

(B) If Licensee's equipment causes interference, Licensee shall take all steps necessary to correct or eliminate such interference. If such interference cannot be corrected within seven (7) days of Licensee's being informed in writing by Designated Agent and/or Site Manager of such interference, Licensor, directly or through its Designated Agent, may, in its sole discretion, terminate this Agreement or, alternatively Licensor, Designated Agent or Site Manager may require that Licensee cease operation of its interfering equipment until such interference can be corrected or eliminated, at which time Licensee may then resume operation of its interfering equipment. Licensor, Designated Agent and Site Manager shall have no liability for any interference to any or all equipment on or off Site caused by Licensee's Equipment.

(C) Licensor shall include provisions substantially the same as the provisions of this Section 6 in all future licenses permitting use of the Site for telecommunications purposes, and shall use its best efforts to require all current and future licensees on the Site to comply with such provisions.

7. ELECTRICAL POWER

(A) UTILITY POWER. Licensee shall have the right to permanently place, at its sole expense, separately metered utilities, in locations as required by Licensee and as approved by Licensor, on or across the Site in order to service the Licensed Premises and shall pay all costs of its power usage associated therewith. In the event Licensee receives electrical power for Licensee's System through Licensor's utility connection and meter, Licensee agrees to pay to Licensor the monthly Electrical Power Charge stated in the Specific Terms, subject to adjustment as follows: should either Licensee's electrical consumption or the utility rates charged by local utility companies to Licensor increase, Licensee agrees to pay to Licensor an increase in the monthly Electrical Power Charge to reimburse Licensor for such increased cost, as determined in the reasonable discretion of Licensor and specified in a notice delivered to Licensee. Licensor does not guarantee the performance, or effect, of power supplied by local utility companies or through Licensor's utility connection, meter and electrical equipment on Licensee's System, and neither Licensor, Designated Agent nor Site Manager shall be liable to Licensee for any damages resulting from the supply or condition, or any failures or deficiencies thereof or therein, of any electrical power secured by or supplied to Licensee from local utility companies.

(B) EMERGENCY BACK-UP POWER. In the event Licensor makes available to Licensee emergency electrical power for Licensee's System through a back-up generator system supplied by Licensor, Licensee shall pay all costs of its power usage associated therewith and shall receive such power pursuant to such other terms and conditions stated in the Specific Terms set forth above and this Section. Licensor does not guarantee the performance, or effect, of power supplied by the back-up generator system on Licensee's System, and neither Licensor, Designated Agent nor Site Managers shall be liable to Licensee for any damages resulting from the supply or condition, or any failures or deficiencies thereof or therein, of any electrical power secured by or supplied to Licensee from the back-up generator system. Licensee shall have the right to operate, in accordance with all applicable state, federal and local laws and/or regulations, a portable self-contained generator for supplying temporary electrical power to Licensee's System during emergency periods; provided however, the size and placement of such generator shall be subject to the prior approval of Licensor, Designated Agent or Site Manager.

8. PERSONAL PROPERTY TAX

Licensee shall be liable for and shall pay all taxes levied against the personal property owned by it and located on or about the Licensed Premises or the Site, including all of Licensee's System. Licensee shall have no liability for real property taxes on or other taxes pertaining to the Site or Licensed Premises which shall remain the responsibility of Licensor; provided however, that Licensee shall reimburse Licensor for any increases in such real property taxes that are assessed as a direct result of Licensee's installations at or additions, modifications, alterations or improvements to the Site or the Licensed Premises.

9. NO CONFLICTS; COMPLIANCE WITH LAWS

(A) Licensee represents and warrants that the execution and delivery of this Agreement by the Licensee does not, and the performance of Licensee's obligations under this Agreement will not, conflict with or result in any breach or violation of, or constitute a default (with or without notice or lapse of time, or both) under, or require any consent, approval or waiver from any party pursuant to, any contract, agreement, license, lease, security instrument, charter document, law, regulation, judgment, court order or decree to which Licensee is a party or is subject.

(B) Without limiting Section 12 below, Licensee, at its sole expense, shall comply with all federal, state and local laws and regulations, now or hereafter enacted or amended, applicable to its operations at and use of the Site and the Licensed Premises, and shall timely protect, maintain, repair and keep the Licensed Premises in good order and repair and in a manner that complies with all applicable laws, ordinances, rules, and regulations, whether now or hereafter enacted or amended, of local, state and federal governmental authorities. Licensee shall not maintain nor permit any nuisances on the Site, nor permit the Site to be used for any purpose or use in violation of any of the laws, ordinances, rules or regulations of any public authority applicable thereto.

10. LICENSOR'S ACCESS

In an emergency, including but not limited to, fire, loss of emergency services communications, or property damage, Licensor, Designated Agent and/or Site Manager shall have the right to enter the Licensed Premises and shall have access to Licensee's System to eliminate or attempt to eliminate any interference or hazard caused by Licensee's System. Licensor, Designated Agent and/or Site Manager shall also, upon twenty four (24) hours advance notice, be entitled to enter the Licensed Premises and have access to Licensee's System for any purpose related to Site operations. Upon execution of this Agreement and at any time during the life of this Agreement, as needed, Licensee shall deliver to Licensor, Designated Agent or Site Manager all keys, combinations, and/or cards necessary to allow Licensor, Designated Agent and Site Manager access to the Licensed Premises and Licensee's System as provided for in this Section.

11. GOVERNMENTAL APPROVALS; PERMITS

(A) Licensee shall, at its own expense, undertake all commercially reasonable efforts to obtain and maintain throughout the Term a Federal Communications Commission ("FCC") license and all other government and third party licenses, permits, approvals and authorizations required for its use of the Leased Premises or for the installation, operation, maintenance and repair of Licensee's System (collectively, "Required Permits"). Licensee shall provide Designated Agent with copies of its Required Permits. Licensee warrants that, before installation of Licensee's System and commencement of operations, Licensee shall have obtained all such Required Permits.

(B) In the event that any Required Permit is terminated or withdrawn (beyond any applicable appeal) by any governmental authority or third party as part of any governmental, regulator, or legal proceeding, Licensor, Designated Agent or Licensee may terminate this Agreement. In the event that this Agreement, is not so terminated, Licensee may elect to install or continue to operate Licensee's System at its sole cost and risk. Licensee understands and agrees that, in the event of a governmental or legal order requiring the removal of Licensee's System from the Site or the removal of any buildings, structures, facilities or other improvements at, upon or within the Licensed Premises or the Site, or of any additions, alterations or structural modifications thereto, required solely to accommodate Licensee's System, Licensee shall do so promptly at its sole cost and expense.

(C) Licensor, directly or through Designated Agent or Site Manager, agrees to fully cooperate with Licensee, at Licensee's sole cost, in obtaining the Required Permits, and without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents reasonably required in connection with obtaining the Required Permits; provided, however, that such cooperation shall in no event require Licensor, Designated Agent or Site Manager to expend any funds that are not reimbursed by Licensee or undertake any liability or obligation in connection with such cooperation. Furthermore, in no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Site or Licensor's current or future use or ability to license space at the Site as part of or in exchange for obtaining any such Required Permit.

12. HAZARDOUS MATERIALS

(A) Without limiting Section 9 above, Licensee agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment, as such apply to Licensee's access to the Site, use of the Licensed Premises and operations of Licensee's System.

(B) Licensee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Licensed Premises or the Site by, or on behalf of Licensee or its Agents, except (i) fuels, lubricants and other materials properly used in vehicles used to access the Site, (ii) batteries in type and configuration approved by Licensor, Designated Agent or Site Manager, (iii) freon used for coolant systems, (iv) reasonable amounts of cleaning supplies or materials properly and usually used with Licensee's System, and (v) other materials with the prior written consent of Licensor, Designated Agent or Site Manager, which consent shall not be unreasonably withheld so long as Licensee demonstrates to Licensor's, Designated Agent's or Site Manager's reasonable satisfaction that such material is necessary to Licensee's use on the Licensed Premises.

(C) Licensee agrees that any hazardous material permitted on the Licensed Premises and the Site and all containers therefore shall be inventoried, handled, used, maintained, kept, stored and disposed of in a manner that complies with all applicable federal, state and local laws or regulations pertaining to any such hazardous material, and shall not cause public or private nuisance or trespass.

(D) Upon termination of this Agreement, Licensee, at its sole cost and expense, shall remove in the manner required by law any storage tanks and containers and all hazardous materials located upon the Licensed Premises and the Site solely as a result of the actions of Licensee or Licensee's Agents.

(E) As used herein, the term "hazardous material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and all regulations promulgated or amended from time to time thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), as amended from time to time, and all regulations promulgated or amended from time to time, thereunder; (c) any oil, petroleum products and their by-products; and (d) any substance which is or becomes regulated by any federal, state or local governmental authority as a hazardous material. Any substance which is exempt from regulation under the definitions or by exemptions in any of the statutes, regulations or ordinances referenced herein are also excluded from the provisions of this Agreement.

(F) Licensee agrees to indemnify and hold harmless Licensor, its Designated Agent, its Site Manager and the Agents of each from and against any Claims arising out of the failure of Licensee or its Agents to comply with any provision of this Section or from any Claims arising from Licensee's or its Agents' use, handling, storage, maintenance, or disposal of any hazardous material on the Site, the Licensed Premises and the access roads to and across the Site. The indemnification provided by Licensee shall include, but not be limited to, all costs of any work to abate any hazardous waste condition resulting from Licensee's or its Agent's actions or inactions, and all sums paid for settlement of Claims, attorneys' fees, consultant and expert fees connected therewith. This indemnification does not extend to hazardous materials present on the Site and/or Licensed Premises solely as a result of Licensor's, its Designated Agent's, its Site Manager's or their respective Agent's actions or to any pre-existing condition on the Site.

The covenants contained in this Section 12 shall survive the termination of this Agreement.

13. INDEMNIFICATION

(A) Licensee shall exonerate, hold harmless, indemnify and defend (with counsel reasonably approved by Licensor) Licensor, Designated Agent, Site Manager, and their respective owners, partners, officers, directors, employees and affiliates (collectively "Agents") from any and all expenses, claims, suits, liabilities, damages, losses, including professional fees and the cost of any investigation, or other obligations (each a "Claim" and collectively "Claims") which may result from: (1) any injury to or the death of any person, or any damage to property, to the extent that any such Claim arises out of or is attributable to or results from the acts or omissions of Licensee or Licensee's Agents arising in connection with Licensee's use of or access to the Licensed Premises as contemplated by this Agreement, (2) any interference caused by Licensee or Licensee's System, or (3) any misrepresentation or breach of warranty or covenant by Licensee under this Agreement, in each case except to the extent any such Claim is caused by the gross negligence or willful misconduct of Licensor, its Designated Agent, its Site Manager, or the Agents of each.

(B) Licensor, Designated Agent and Site Manager shall have no liability to Licensee or anyone claiming under or through Licensee for: (1) any injury, loss or damage to Licensee or its Agents caused by failure of equipment, or the malfunctioning or

interruption of any service, utility, facility, or installation supplied by Licensee, or by Licensor, its Designated Agent, Site Manager or the Agents of each, or by any other person; or (2) for the making of any alteration of or improvement or repair to the Licensed Premises, the Site or Licensor's, Designated Agent's or Site Manager's equipment located in or on the Site, whether required by any governmental agency, or due to casualty, or for any other reason; or (3) for any other action or inaction taken by Licensor, designated Agent, Site Manager or any of their respective Agents; except in the case to the extent such injury, loss or damage was caused by Licensor's, Designated Agent's or Site Manager's gross negligence or willful misconduct.

(C) Notwithstanding anything to the contrary in this Agreement, Licensee, Licensor, Designated Agent and Site Manager hereby waive the right to recover incidental, special, consequential (including lost profits), or similar damages and the multiplied portion of any damages.

14. INSURANCE

During the Term, Licensee at Licensee's sole expense, shall procure from a reputable company or companies and maintain on the Licensed Premises and on Licensee's System (including all additions thereto) located thereon or on the Site, commercial general liability insurance including coverage for bodily injury, death, and property damage, with limits of at least two million dollars (\$2,000,000) combined single limit per occurrence for damage to any property and for bodily injury to or death of any person (in the event any tower climbing work is to be performed, coverage shall additionally include an umbrella policy in an amount of not less than \$5,000,000 and shall specify the insured activity as tower climbing); auto liability insurance with limits of at least two million dollars (\$2,000,000) combined single limit per occurrence for damage to any property and for bodily injury to or death of any person; and worker's compensation coverage with limits as required by the Labor Code of the State of California and Employers Liability limits of at least one million dollars (\$1,000,000) per occurrence. Such insurance shall insure against all liability of Licensee and its Agents arising out of and in connection with Licensee's use of the Licensed Premises or the Site all as provided for herein, and shall be primary as respects Licensor such that any insurance maintained by Licensor shall be excess of and non-contributory with that of Licensee. All such liability insurance shall insure performance by Licensee of the indemnity provisions of Section 13 and shall contain cross-liability endorsements. Licensor, Designated Agent, Site Manager, and any other parties that Licensor may reasonably specify shall be named as additional insureds, and each such policy shall provide that it shall not be cancelled or changed in coverage or scope except upon at least ten (10) days prior written notice to Licensor and its Designated Agent. Upon the full execution of this Agreement, and thereafter throughout the Term, Licensee agrees to provide to Licensor and Designated Agent current Certificates of Insurance with original endorsements evidencing all insurance coverages required herein. In addition to the insurance required herein, if Licensee hires any third parties to perform any work for or on behalf of Licensee at or relating to the Licensed Premises or the Site, Licensee shall include all such parties as insureds under its policies or shall require all such parties to provide all insurance coverages as described above. All such coverages of or for such third parties shall be subject to all of the requirements stated herein. Licensee shall further require every such third party to deliver to Licensor, prior to commencing any such work at the Licensed Premises, an original of Licensor's standard form of Third Party Qualification Package completed and fully executed by such third party.

15. TERMINATION IN THE EVENT OF CASUALTY OR CONDEMNATION

In the event of any damage, or destruction or condemnation of the Site, or any lesser part thereof, which renders the Licensed Premises unusable or inoperable or as to render impracticable communications therefrom, Licensor, directly or through Designated Agent, or Licensee shall have the right, but not the obligation, to terminate this Agreement by giving written notice to Licensor and Designated Agent or to Licensee, as applicable, within thirty (30) days after such damage, destruction or condemnation. Notwithstanding the foregoing, Licensee shall not be entitled to terminate this Agreement if Licensor or its Designated Agent elects to complete the necessary repairs to the Licensed Premises within a reasonable period (not to exceed 4 months, or such longer period as the parties may agree) and Licensor or Designated Agent restores Licensee's use of the Licensed Premises upon completion of such repairs. If this Agreement is not terminated pursuant to this Section 15 following any such damage, destruction or condemnation: (i) the License Rent payable hereunder shall be reduced or abated in proportion to the actual reduction or abatement in use of the Licensed Premises; (ii) Licensor, Designated Agent or Site Manager shall repair, restore or reconstruct the Licensed Premises to the extent necessitated by any such damage or destruction; and (iii) Licensor shall be entitled to use any and all insurance proceeds available to Licensor from any insurance policies required under this Agreement to pay for any such repairs, restoration or reconstruction. Licensee acknowledges that Licensee has no property interest in either the Site or the Licensed Premises, having been granted only the use of the Licensed Premises and access thereto over the Site. Therefore, Licensor alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Site, inclusive of the Licensed Premises. Notwithstanding the foregoing, Licensee is entitled to any condemnation proceeds awarded for damage and/or relocation of Licensee's System.

16. DEFAULT; REMEDIES

(A) The following shall be deemed to be events of default by Licensee under this Agreement:

1. The License Rent or any other amounts provided for and due under this Agreement remain unpaid for ten (10) days after notice that any of such amounts are overdue.
2. After receiving notice from Licensor or Designated Agent of Licensee's failure to comply with any of the other terms, conditions and covenants of this Agreement herein (other than Section 6 regarding frequency interference, which shall be governed by the terms of that Section), Licensee does not cure such default: (i) within ten (10) days after receipt of said notice; or (ii) if such default cannot be cured within said ten (10) day period with reasonable diligence and in good faith but reasonably can be expected to be cured within thirty (30) days, then within thirty (30) days after receipt of said notice.
3. Licensee fails to surrender the Licensed Premises in accordance with Section 17 upon expiration of early termination of this Agreement for any reason, or any voluntary surrender of the Licensed Premises prior to the expiration of the Term.
4. Licensee Transfers or attempts to Transfer Licensee's interest in this Agreement or the Leased Premises in contravention of Section 18.
5. Licensee declares that it is insolvent or unable to pay its debt when due, files a voluntary petition for bankruptcy, receivership or liquidation under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or becomes the subject of any involuntary bankruptcy, receivership or liquidation proceedings under any such laws that is not discharged within sixty (60) days, or is adjudged bankrupt or insolvent.

(B) Upon occurrence of any such event of default, Licensor, directly or through its Designated Agent, may, (i) without further notice to Licensee, disconnect Licensee's System; and (ii) after twenty (20) days written notice, terminate this Agreement and remove all or any portion of Licensee's equipment from the Licensed Premises, store the same at Licensee's expense and re-license the Licensed Premises, all without prejudice to any other remedies Licensor may have provided for herein or by law. Any damages occasioned by such removal are expressly waived by Licensee. Any equipment so removed will be returned to Licensee upon payment in full of all storage fees, all past due License Rent and other unpaid amounts due under this Agreement, and all other items of cost or expense reasonably (including without limitation court costs and professional fees) incurred by Licensor and/or its Designated Agent in seeking to recover the unpaid License Rent or other unpaid fees or charges due under this Agreement. If within thirty (30) days of such equipment removal, Licensee has not requested the return of its equipment and paid such storage fees and other sums owed under this Agreement, then Licensor may exercise all rights of ownership over such equipment including the right to sell same and retain possession of any sale proceeds, all without prejudice to any other remedies Licensor may have provided for herein or by law.

(C) Upon any termination of this Agreement, Licensee shall make full payment of the License Rent and any other amounts due under the Agreement through the date of termination, plus an amount equal to the License Rent that would otherwise be payable during the remaining months of the then current Initial Term or Renewal Term; provided that no such payment shall be due if the termination of this Agreement is the result of a default by Licensor.

(D) Upon any termination of this Agreement all duties, rights and obligations of the parties under this Agreement shall terminate except:

1. The respective party's obligations to pay and rights to receive any amounts payable hereunder prior to the date of termination;
2. The rights and obligations provided for in this section and Section 17, and any indemnification obligations provided for elsewhere in this Agreement relating to activities occurring prior to the termination of this Agreement;
3. The obligation of both parties to fully and faithfully perform all of the terms, covenants and conditions of this Agreement with respect to activities occurring prior to the termination of this Agreement.

(E) No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor or its Designated Agent may accept such check or payment as partial payment for the account of Licensee, without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

17. SURRENDER OF LICENSED PREMISES UPON TERMINATION

(A) At the expiration or earlier termination of this Agreement for any reason, or upon any voluntary surrendering of the Licensed Premises prior to the expiration of the Term, Licensee shall, at its sole cost, expense and risk: (i) remove from the Licensed Premises and the Site Licensee's System and any other personal property of Licensee; (ii) remove from the Licensed Premises and the Site all or any portions of any fixtures, structures, alterations, additions or improvements to the Licensed Premises or the Site in any way connected with or resulting from Licensee's use of the Licensed Premises or performance under this Agreement that may be specified by Licensor or Designated Agent, at their option and in their sole discretion; (iii) remove from the Licensed Premises and the Site all hazardous materials installed, made, brought, stored, or used by or on behalf of Licensee on the Licensed Premises, the Site or any access roads to the Site; (iv) repair any damage to the Licensed Premises, the Site, the fixtures, structures, alterations, additions or improvements not required to be removed, or the access roads to the Site caused by the removal of Licensee's System, fixtures, structures, alterations, additions, improvements and hazardous materials, or otherwise resulting from the actions of Licensee or its Agents or invitees, in each case within ten (10) days of the occurrence of such damage; (v) convey to Licensor, at no cost to Licensor, title to all fixtures, structures, alterations, additions and improvements not required to be removed pursuant to this Section 17; (vi) deliver to Licensor all keys and other materials provided to Licensee pursuant to this Agreement to facilitate Licensee's access to the Licensed Premise; and (vii) surrender the Licensed Premises and the Site to Licensor in substantially the same or as good a condition as existed on the day of Licensee's entry thereof under this Agreement, reasonable wear and tear and damage by fire or other casualty not caused by Licensee excepted. Licensee's obligations to remove and repair such items shall specifically survive the expiration or termination of this Agreement and shall continue until all such items are removed or repaired to the reasonable satisfaction of Licensor or Designated Agent.

(B) Any and all such removal and repair activity shall be: (i) accomplished without interference or hindrance to or with the operations of Licensor and Licensor's other users of the Site; (ii) inclusive of the prompt reimbursement by Licensee to Licensor or Licensor's other users of the Site for any damage done to its or their respective property in connection with such removal; and (iii) completed within forty-five (45) days after the date of such expiration or earlier termination.

(C) Licensee will notify Licensor forty-five (45) days in advance of voluntarily surrendering the Licensed Premises prior to the expiration of the Term of its intent to undertake any such removal and repair activity.

(D) Failure by Licensee either to timely notice Licensor of a voluntary surrender prior to the expiration of the Term, to complete all of its removal and repair obligations under this Section 17, or to fulfill any other uncompleted obligation of Licensee under this Agreement at the time as of the termination of this Agreement shall constitute an event of default under this Agreement entitling Licensor to the remedies specified in Section 16, all without prejudice to any other remedies Licensor may have provided for herein or by law.

(E) Licensor and Designated Agent may, in their sole discretion, waive in full or in part the requirement that Licensee remove all of Licensee's System (including all additions thereto) and any fixtures, structure, alterations, additions and improvements to the Licensed Premises or the Site. Such waiver must be requested in writing by notice from Licensee to Licensor and Designated Agent within ten (10) days of the expiration or earlier termination of this Agreement for any reason, or upon any voluntary surrendering of the Licensed Premises prior to the expiration of the Term. Such request for a waiver shall be deemed denied unless approved in writing by Licensor or Designated Agent within twenty (20) days of receipt by Licensor and Designated Agent of Licensee's request. If and to the extent any such waiver is approved, such equipment, fixtures and improvements not required to be removed shall be accepted by Licensor in their AS-IS condition at the time of transfer, without any representation or warranty by Licensee as to the improvement's design, workmanship, materials or construction; provided however, that during the Term of this Agreement, Licensee shall have the obligation, as otherwise provided in this Agreement, to maintain and repair such improvements. In the event and to the extent that Licensor and Designated Agent do not grant such waiver, Licensee shall promptly comply with Section 17(A) above with respect to all items required to be removed.

18. ASSIGNMENT; TRANSFER

(A) Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, sub-license or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the Licensed Premises (collectively, "Transfer") without the prior written consent of Licensor or Designated Agent, which consent may be granted or withheld in the absolute discretion of Licensor or Designated Agent. Any Transfer or attempted Transfer without Licensor's or Designated Agent's prior written consent shall be void, and shall constitute a breach of this Agreement. For purposes of this Section 18, a direct or indirect change in control of Licensee, within the meaning of the Securities Act of 1933 as amended and the rules and regulations thereunder (collectively, the "Securities Act", shall be deemed a Transfer.

(B) Notwithstanding the foregoing, Licensee shall have the right to Transfer this Agreement without Licensor's consent to an affiliate of Licensee, within the meaning of the Securities Act; provided that no such Transfer shall be effective until the transferee specifically assumes in full all of Licensee's obligations under this Agreement in a written notice delivered to and reasonably acceptable to Licensor and Designated Agent; and provided further that no such Transfer shall release Licensee of its obligations under this Agreement unless and until Licensor or Designated Agent has consented to such release, which consent may be granted or withheld in the absolute discretion of Licensor or Designated Agent.

(C) In the event of any Transfer, Licensee shall pay Licensor's reasonable out-of-pocket legal and administrative fees incurred in connection with such Transfer.

19. QUIET ENJOYMENT

Licensor covenants and agrees that, subject to Licensee's paying the License Rent on a timely basis and observing and performing all of other terms, covenants and conditions to be observed and performed by Licensee under this Agreement, Licensee shall be entitled to quiet enjoyment of the Licensed Premises during the Term.

20. NOTICES

All statements, notices or communications which either party may desire or be required to give to the other, shall be in writing, with proof of delivery available upon request, shall be addressed to, as applicable, the Licensor, Designated Agent or Site Manager, or to Licensee at the address shown in the Specific Terms, and shall be deemed to have been delivered, given, and received for all purposes upon: (i) delivery if delivered by hand or overnight courier to the party to whom the same is directed, or (ii) three (3) business days after being deposited in the U.S. mail, as certified or registered mail, postage and charges prepaid. Either party may, by giving notice to the other in the manner provided herein, change its mailing address. Licensor may at any time and from time to time replace Designated Agent or Site Manager by notice to Licensee in accordance with this Section 20 stating the name, address and other contact details for the new Designated Agent and/or Site Manager as applicable, at which time the named successor(s) shall become the Designated Agent and/or Site Manager for all purposes of this Agreement.

21. MUTUAL CONSENT

Wherever in this Agreement the consent or approval of Licensor, Designated Agent or Site Manager and/or Licensee is required, it is agreed that such consent or approval shall not be unreasonably withheld, conditioned or delayed, and will be promptly considered, unless otherwise specified herein.

22. ATTORNEYS' FEES

In the event that legal action is instituted to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred from the losing party.

23. WAIVER

No waiver of any default or breach of performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

24. MODIFICATION

This Agreement shall not be varied or modified in any way, except by an instrument in writing, executed by the parties hereto.

25. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and entirely performed therein. If there is a conflict between the terms stated in the Specific Terms, exhibits and attachments hereto and the terms in the body of the Agreement, the terms in the Specific Terms, exhibits and attachments will control. Venue in any action on this Agreement shall be in the state courts in the Counties of Napa, San Francisco, Sacramento or Sonoma or federal courts for the Northern District of California.

26. PARTIAL INVALIDITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect to the greatest extent permitted by law and shall in no other way be affected, impaired or invalidated.

27. SUCCESSORS

This Agreement shall inure to the benefit of and be binding upon the heirs, successors and legal representatives of the parties hereto.

28. CAPTIONS

The captions or headings of Sections of this Agreement are provided for convenience only, and shall not be of any force or effect in construing any provision of this Agreement.

29. SUPERSEDING AGREEMENT

This Agreement supersedes and replaces all prior agreements between Licensee and Licensor regarding the subject matter.

30. RELATIONSHIP OF THE PARTIES

No provisions herein, either in the method of computing fees and/or expenses, and/or costs, nor otherwise, shall create between the parties hereto any relationship of partnership, association, joint venture, nor otherwise.

31. EXECUTING AUTHORITY

The parties hereto have full power and authority to enter into this Agreement and complete their respective responsibilities and duties contemplated by this Agreement.

32. TIME

Time is of the essence with respect to each and every term and condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first set forth above.

LICENSOR

MONTESOL LLC, a California limited liability company,

by: **COMSITES WEST, LLC**, a California Limited Liability Company,
its Designated Agent,

by: _____
Scott Setzer
its: President

LICENSEE

LAKE COUNTY SHERIFF'S OFFICE, a Governmental Agency,

by: _____
[Insert Name of Signatory Here]
its: [Insert Title of Signatory Here]

EXHIBIT "A"
Site, Licensed Premises, List of Licensee's Approved Equipment (System)

Licensee: Lake County Sheriff's Office

Site

- [] Mt. St. Helena Middle Peak, in Sonoma County, California located at address: 4985 Lake County Highway, Kellogg, CA 94515 at the geographic coordinates: latitude 38-40-4.19N and longitude 122-37-39.51W
- [X] Mt. St. Helena North Peak, in Sonoma County, California located at address: 4991 Lake County Highway, Kellogg, CA 94515 at the geographic coordinates: latitude 38-40-8.88N and longitude 122-37-55.17W

Licensed Premises

Approximately 4 square feet of floor space in Licensor's NorthPeak Building and use of antenna mounting space on Licensor's building and cable tray from monopole (the "Tower") as approved by the Site Manager for the installation of Licensee's Approved Equipment identified below.

Licensee's Approved Equipment – collectively "Licensee's System"

One (1) equipment rack measuring 19"W x 25"D x 84"H containing the following equipment:

- One (1) Motorola GTR 8000 repeater.**
- One (1) VHF 50 watt repeaters, (Kenwood TKR-750 50 watt repeater)**
- One (1) 3 channel Telewave Transmit Combiner,**
- One (1) 3 channel Receive multi-coupler with individual channel filters,**
- One (1) N+1 12VDC Power Supply,**
- Two (2) 90 AH 12 VDC Backup Battery,**
- One (1) 12 VDC Power Distribution Panel,**

One (1) Tx Antenna, Type: Yagi, Make: Telewave, Model: ANT150Y7-WR, Measuring: 38"D x 40.5"H to be installed on Licensor's building at a location approved by Site Manager.

One (1) Rx Antenna, Type: Yagi, Make: Telewave, Model: ANT150Y7-WR, Measuring: 38"D x 40.5"H to be installed on Licensor's cable tray near monopole at a location approved by Site Manager.

Two (2) runs of LMR600 1/2 inch coax running from Licensee's equipment to Licensee's antennas.

Associated, cables, conduits, and installation hardware.

Licensee's Approved Frequencies

Radio Tx Frequencies: 155.970 MHz

Radio Rx Frequencies: 155.625 MHz

EXHIBIT "B"
Site Drawing Indicating The Location of Approved Equipment on the Tower Site

Licensee: Lake County Sheriff's Office

[No Exhibit "B" Drawings to be supplied. Licensee's Approved Equipment is as described at Exhibit A]

*A site plan and corresponding set of construction drawings, both to be approved by Licensor,
will be attached to this Exhibit upon Licensor's receipt and approval thereof.*

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**TELECOMMUNICATIONS
SITE LICENSE AGREEMENT**

Mt. St. Helena North Peak

LICENSOR: MONTESOL LLC

DESIGNATED AGENT: COMSITES WEST LLC

LICENSEE: LAKE COUNTY SHERIFF'S OFFICE

EFFECTIVE DATE: __ JANUARY, 2020