

**MASTER LICENSE AGREEMENT
FOR SMALL CELL WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

This MASTER LICENSE AGREEMENT FOR SMALL CELL WIRELESS FACILITIES IN THE RIGHT-OF-WAY (“**Master License**”) dated _____ (the “**Effective Date**”) is between the City of Fairfield, a California general law municipal corporation (the “**City**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (the “**Licensee**”). This Master License may refer to the City and/or Licensee individually as a “**Party**” or collectively as the “**Parties.**”

BACKGROUND

- A. WHEREAS**, technology developments and demand for high-speed mobile data service and capacity have extended beyond the capabilities of traditional macro-cell wireless communications facilities. To meet this demand, wireless providers have accelerated their small cell deployments in the public right-of-way and the City wishes to manage these accelerated deployments in a way that preserves local aesthetics and public health and safety while balancing the benefits of these new technologies for the City’s businesses and residents to the greatest extent practicable; and
- B. WHEREAS**, pursuant to the FCC Declaratory Ruling (FCC 18-133) (“**FCC Order**”), Licensee will compensate the City for access to and use of the public right-of-way the reasonable compensation allowed by law; and
- C. WHEREAS**, Licensee is duly organized and existing under the laws of the State of Delaware, and is authorized to conduct business in the State of California; and
- D. WHEREAS**, Licensee agrees to acquire and maintain any and all applicable authorizations to operate within the State of California, which may include a Certificate of Public Convenience and Necessity from the California Public Utilities Commission (“**CPUC**”); and
- E. WHEREAS**, the City owns a substantial number of assets within the public right-of-way that may be suitable for installing wireless communications facilities within the City’s jurisdiction, and the City has a duty to derive appropriate value from the City’s property assets for the benefit of the public; and
- F. WHEREAS**, Licensee desires to install, maintain and operate its communications facilities on the City’s assets in the public right-of-way in a manner consistent with the City’s regulatory authority, and Licensee is willing to compensate the City for the right to use the City’s assets; and
- G. WHEREAS**, consistent with all applicable laws and regulations, the City does not intend this Master License to grant the Licensee any exclusive right to use or occupy the public right-of-way, and Licensee expressly acknowledges that the City may enter into

similar or identical agreements with other entities, which include without limitation Licensee's competitors; and

H. WHEREAS, the City desires to authorize Licensee's access to individual City-owned assets based on the terms and conditions set forth in this Master License, and pursuant to all the applicable permits issued by the City.

NOW THEREFORE, for good and valuable consideration received and acknowledged by the City and Licensee, the City and Licensee agree as follows:

AGREEMENT

1. GENERAL DEFINITIONS

"Administrative Fees" means all application and encroachment permit or other administrative fees required by the City

"Additional Fees" means any sums the City may assess in its capacity as the licensor, which includes without limitation any late charges, default interest, costs in connection with a request for the City's consent to an Assignment under Section 16.2 (Proposed Assignment Procedures) and Default Fees under Section 17.2.4; provided, however, that the term excludes any (1) License Fees; (2) Administrative Fees; (3) any other amounts payable to the City by Licensee in connection with the City's review of Site License applications or coordinating and inspecting Equipment installed on the License Area; and (4) any payments to the City in its regulatory capacity.

"Agent" means agent, employee, officer, contractor, subcontractor, or representative of a party to this Master License.

"Assignment" means any of the following: (a) a merger, acquisition, or other transfer of a controlling interest in Licensee, voluntarily or by operation of Law; (b) Licensee's sale, assignment, encumbrance, pledge, or other transfer of any part of its interest in or rights with respect to the License Area; and (c) any action by Licensee to permit any portion of the License Area to be occupied by anyone other than itself, including a sublicense.

"City Asset" means City-owned structures, objects, and equipment in the public right-of-way, including, but not limited to, streetlights, banners, street furniture, bus stops, billboards, or other poles, lighting fixtures, or electroliers located within the public right-of-way, and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

"Claim" means any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, whether direct or indirect.

“Common Control” means two entities that are both Controlled by the same third entity.

“Control” means (a) as to a corporation, the ownership of stock having the right to exercise more than 50% of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding; or (b) as to partnerships and other forms of business associations, ownership of more than 50% of the beneficial interest and voting control of such association.

“CPUC” means the California Public Utilities Commission, established in the California Constitution, Article XII, Section 5, or its duly appointed successor agency.

“EMF” means electromagnetic fields or radio frequency between 30 kHz and 300 GHz in the electromagnetic spectrum range.

“Environmental Laws” means any law relating to industrial hygiene, environmental conditions, or Hazardous Materials.

“Equipment” means antennas and any associated utility or equipment box, and battery backup, transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of communication signals, without limitation for video, voice, and other data transmission, including the means and devices used to attach Equipment to a licensed City Asset, Pole, peripherals, and ancillary equipment and installations, including wiring, cabling, and power feeds, and any signage required by Laws or other approved signage attached to Equipment.

“FCC” means the Federal Communications Commission or its duly appointed successor agency.

“Hazardous Material” means any material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any Regulatory Agency to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a “hazardous substance,” “pollutant” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 *et seq.*) or Section 25316 of the California Health & Safety Code; and any “hazardous waste” listed in the California Health & Safety Code § 25140; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

“Investigate and Remediate” means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise

control such Hazardous Material.

“Invitee” means the client, customer, invitee, guest, tenant, subtenant, licensee, assignee or sublicensee of a party in relation to the License Area.

“Laws” means all applicable present and future statutes, ordinances, codes, orders, and regulations of federal, state, county and municipal authorities, as adopted or as amended at the time in question.

“License Year” means each 12 consecutive month period following the Commencement Date (as defined in Exhibit A) of a Site License under this Master License.

“License Area” means the geographic information identifying each City Asset on which Licensee is authorized to install, operate, and maintain Equipment under a Site License. The License Area will be identified in Exhibit A-1 to each Site License.

“Licensee’s On-Call Representative” means the person(s) assigned by Licensee to be on-call and available to the City regarding the operation of Licensee’s Equipment. Such person(s) shall be qualified and experienced in the operation of the Equipment and shall be authorized to act on behalf of Licensee in any emergency in and in day-to-day operations of the Equipment.

“Make-Ready Work” means the work required on or in a City Asset to create space for the Equipment, replacing and/or reinforcing the existing City Asset to accommodate the Equipment including, but not limited to, rearrangement or transfer of existing equipment and the facilities of other entities, and City Asset relocation and replacement if applicable.

“Permitted Use” means Licensee’s installation, operation, and maintenance of Equipment for the transmission and reception of communications signals and related communications equipment on the License Areas.

“Pole” means a streetlight pole, utility pole or other support structure (excluding traffic signal pole) located in the public right-of-way within the city and owned by the City.

“Property” means any interest in real or personal property, including land, air and water areas, leasehold interests, possessory interests, easements, franchises and other appurtenances, public rights-of-way, physical works of improvements, such as buildings, structures, infrastructure, utilities and other facilities, and alterations, installations, fixtures, furnishings and additions to existing real property, personal property and improvements.

“Regulatory Agency” means the local, regional, state, or federal body with the jurisdiction and responsibility for issuing Regulatory Approvals in accordance with

applicable Laws.

“Regulatory Approvals” means licenses, permits and other approvals necessary for Licensee to install, operate and maintain Equipment on the License Area.

“Release” means, when used with respect to Hazardous Material, any spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping, or disposing on, under or about the License Area, other City Property or the environment.

“RF” means radio frequency or electromagnetic waves between 30 kHz and 300 GHz in the electromagnetic spectrum range.

“RF Compliance Report” means a report prepared and certified by an RF engineer and approved by the City that certifies that the proposed facility, as well as any existing collocated facilities, will comply with applicable federal RF exposure standards and exposure limits. The RF report must include the actual frequency and power levels (in watts ERP) for all existing and proposed Equipment at the site and must include exhibits that show the location and orientation of all transmitting Equipment and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC), if any, and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC), if any. Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

“Site License” means the document, attached as Exhibit A, that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to install, operate, and maintain Equipment for the Permitted Use on the City Asset identified in the Site License.

2. SCOPE OF LICENSE

2.1. License Area

2.1.1. Site License Issuance and Effect

Subject to the terms and conditions in this Master License, the City will issue to Licensee one or more Site Licenses, which will grant Licensee a contractual privilege to use the space on the subject City Asset approved for the Equipment, which includes any conduits, pull boxes or other City Property specifically identified in the construction encroachment permit attached to the Site License. Any fully executed Site License will become effective on the first day of the month following the date on which the City executes and delivers the Site License to Licensee.

2.1.2. Limitations on License Areas

This Master License applies to only City Assets identified in a final and fully executed Site License. This Master License does not authorize Licensee or any other persons or entities to enter on or to use any other City Property, except the License Areas specified in any fully executed Site Licenses. Furthermore, neither this Master License nor any Site License authorizes or confers any rights to Licensee or any other persons or entities to use any portions of the public rights-of-way, or any improvements or other personal property within the public rights-of-way owned by any third parties. The City reserves the absolute right to reject any incomplete permit application or Site License submitted to the City. City shall review and approve or reject any permit application or Site License within the period of time allowed under State and Federal regulations, including but not limited to, any “shot clock” regulations provided by the Federal Communications Commission. Licensee shall notify the City of their demand to the City to make a decision within any applicable State or Federal law by citing the applicable law or regulation at the time the application is submitted.

2.2. Limitations on Licensee’s Interests

2.2.1. Limited Interest Created

Licensee expressly acknowledges and agrees that: (1) Licensee does not have any rights to use or interest in any City Asset for any purpose whatsoever until and unless the City issues a Site License for such City Asset; and (2) neither this Master License nor any Site License issued pursuant to this Master License creates or will be deemed to create any leasehold, easement, franchise or any other possessory interest or real property interest whatsoever in the License Area.

2.2.2. Limited Rights Created

Any Site License the City approves pursuant to this Master License grants to Licensee only a non-possessory license to enter on and use the License Area for the Permitted Use. Licensee expressly acknowledges and agrees that: (1) neither this Master License or any Site License will be coupled with an interest; (2) the City retains legal possession and control over all City Assets for the City’s operations, subject to Licensee’s interest under the terms and conditions in this Master License and any Site License; (3) except as specifically provided otherwise in this Master License, the City may enter into any agreement with third parties in connection with use and occupancy of City Assets and other City Property; and (4) neither this Master License nor any Site License creates or will be deemed to create any partnership or joint venture between the City and Licensee.

2.2.3. No Impediment to Municipal Uses

Except as specifically provided otherwise in this Master License, neither this Master

License nor any Site License limits, alters, or waives the City's right to use City Assets or the public's use of any License Area, if the License Area is public right-of-way or public property, in whole or in part as infrastructure established and maintained for the City's and the public's benefit.

2.3. Diminutions in Light Air and Signal

In the event that any existing or future structure diminishes any light air or signal propagation, transmission or reception, whether erected by the City or not, Licensee shall not be entitled to any reduction in any License Fee, Additional Fees or any other sums payable to the City under this Master License or any Site License. The City shall have no liability to Licensee whatsoever and such diminution will not affect this Master License, any Site License or Licensee's obligations except as expressly provided in this Master License, so long as City has complied with all applicable environmental review requirements.

2.4. License Area Condition

2.4.1. "As-Is and With All Faults" Condition

Licensee expressly acknowledges and agrees to enter on to and use the License Area in its "**as-is and with all faults**" condition. The City makes no representations or warranties whatsoever, whether express or implied, as to the License Area's condition or suitability for Licensee's use. Licensee expressly acknowledges and agrees that neither the City nor its Agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the physical, structural or environmental condition of the License Area, the present or future suitability of the License Area for the Permitted Use or any other matter related to the License Area.

3. TERM

3.1. Master License Term

The term under this Master License (the "**Term**") will commence on the Effective Date and will terminate ten (10) years from the Effective Date (the "**Expiration Date**"), unless extended or terminated in accordance with this Master License. Provided that Licensee is not in default of the Master License following written notice and the expiration of any applicable cure period, this Master License may be renewed, subject to City's review of Licensee's renewal request, for two (2) successive five (5) year renewal terms (each, a "**Renewal Term**"), unless Licensee gives City written notice of the intent not to renew this Master License at least six (6) months prior to the expiration of the initial Term or any Renewal Term, as

applicable. City shall review and approve Licensee's renewal request within thirty (30) business days after Licensee's submission to the City. After City's failure to respond in writing to Licensee's renewal request within thirty (30) business days of receipt, the renewal request will be automatically approved for one five (5) year renewal.

3.2. Site License Term

The term of each Site License will be set forth in each Site License. The expiration of this Master License shall not affect the application of its terms to any Site License issued during the Term.

4. FEES AND OTHER PAYMENTS

4.1. License Fees

During any period in which the FCC Order is in effect, the Licensee shall pay as consideration to City for Licensee's deployment of Licensee's Equipment on any City Asset under a Site License, the annual amount of \$270.00 per City Asset covered by a Site License ("License Fees"). License Fees for each City Asset shall be paid yearly in advance of the Site License Commencement Date of the applicable Site License, and on each January 1 thereafter. The License Fees will automatically increase on January 1 of each year by 3% over the License Fee payable in the preceding year.

4.2. Administrative Fees

4.2.1. Revocable and Construction Encroachment Permit Fees

At the time Licensee delivers to the City a revocable encroachment permit application and a partially executed Site License, Licensee shall pay to the City the applicable permit fees, as established by the City Council. The Parties agree that these fees represent a reasonable estimate of the City's administrative costs to review each application and the City shall not be obligated to commence its review of a revocable encroachment permit application until the City receives the fee. The Encroachment Permit Fees will be collected by the City based on the Adopted Annual Fee Schedule by the City Council.

4.2.2. DELETED

This section deleted with agreement of both parties.

4.2.3. Administrative Fees

The City will not be obligated to commence its review for any permit applications until it receives the required Administrative Fees.

4.3. Late Charges

In the event that Licensee fails to pay any License Fee, Additional Fee, Administrative Fees or any other amount required under this Master License owed to the City within ten (10) days after the due date, such amounts will be subject to a late charge equal to ten percent (10%) of unpaid amounts.

4.4. Default Interest

Any License Fees, Additional Fees, Administrative Fees, and all other amounts payable to the City other than late charges will bear interest at ten percent (10%) per annum from the due date when not paid within ten (10) days after the due date. Any sums received shall be first applied toward any interest, then to the late charge and lastly to principal amount owed. Any interest or late charge payments will not alone excuse or cure any default by Licensee.

4.5. Payment Procedures

Licensee shall pay all License Fees, Additional Fees, Administrative Fees and all other amounts payable to the City in cash or other immediately available funds by (1) check payable to City of Fairfield; (2) electronic wire transfer to an account specified by the City; or (3) any other means approved by the City. Any payment made with a dishonored check will be deemed unpaid and will incur an additional non-sufficient funds fee of \$25.00.

5. USES

5.1. Permitted Use

Licensee may use the License Area solely for the installation, operation, and maintenance of Equipment for the provision of communications services (the “**Permitted Use**”) in compliance with all applicable Laws and any conditions in any Regulatory Approvals and for no other use whatsoever without the City’s prior written consent, which consent the City may not unreasonably withhold, condition or delay.

5.2. Signs or Advertisements

Except for signs and notices required by Law which Licensee has the right to post and install, Licensee acknowledges and agrees that its rights under this Master License and any Site License(s) do not authorize Licensee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics, or advertisements whatsoever on the License Area. Licensee agrees to submit any signs and notices requiring physical mounting, through the use of hardware, to the City for review and consideration. When

feasible, signs and notices shall be attached to City Assets via adhesives or similar, non-invasive means.

6. SITE LICENSES

6.1. City Approval Required

Licensee shall not have any right to use the License Area in whole or in part for any purpose until and unless the City approves a Site License. Subject to any express limitations in this Master License, the City will not be obligated to subordinate its municipal functions or proprietary interest in any manner whatsoever to Licensee's interest under any Site License. When the City considers whether to approve or disapprove any Site License, the City may consider any matter that affects its municipal functions or proprietary interests, which include without limitation: (1) Licensee's proposed plans and Equipment specifications; (2) compliance with any applicable Laws; (3) impacts on the City's street light operations or operation of any City equipment currently operating on the Pole; (4) any potential hazards or unsafe conditions that could result from Licensee's installation, operation or maintenance; (5) any potential visual or aesthetic impacts provided the proposed Equipment is in conformance with objective design standards adopted by the City; (6) the additional load the proposed Equipment would create only if: (a) such additional load would exceed permitted capacity; and (b) the City Asset could not be replaced to support Licensee's proposed Equipment; and (7) any municipal plans for the City Asset or right-of-way in proximity to the City Asset.

6.2. Design Guidelines

The Parties agree that all permit applications will be subject to the requirements set forth in the City of Fairfield's municipal code and any regulations, such as its Small Cell Design and Deployment Standards ("Design Guidelines") as they may be amended from time to time. While the City may update and amend its Design Guidelines from time-to-time, such updated or amended Design Guidelines shall not apply retroactively to any Licensed Area unless required by Law. Nothing in this Section 6.2 is intended to limit or affect the City's rights to approve or disapprove any Site License pursuant to Section 2.1.2 (Limitations on License Areas), Section 6.1 (City Approval Required), or any other provision in this Master License that expressly reserves the City's right to approve or disapprove any Site License.

6.3. Application Review

For each Site License, the Licensee must submit a formal application, including all required documents and Equipment plans and specifications, for City's review and approval which shall, at a minimum, identify the City Asset Licensee proposes to use and the basic design and location of Licensee's Equipment. A formal application includes: (1)

three partially executed duplicate Site Licenses in the form attached as Exhibit A to this Master License; (2) a revocable encroachment permit application; (3) a completed Small Wireless Facility Permit Questionnaire; (4) the required Administrative Fees; (5) a general plan for master 5G infrastructure installation and phasing to the satisfaction of the Public Works Director or a designee and the Community Development Director or a designee; (6) a complete RF Compliance Report signed by an appropriately licensed professional; and (7) any other documents required by Laws, the Fairfield City Code, or any City regulations, including but not limited to the Design Guidelines.

At the time Licensee submits a revocable encroachment permit application and a completed Small Wireless Facility Permit Questionnaire to the City, Licensee shall mail notice to the affected landowners and tenants consistent with the requirements set forth in the Design Guidelines for pre-construction notice.

6.4. Permit Application Review Procedures

The City will review complete Site License applications within applicable timeframes and pursuant to applicable Law and Fairfield City Code, taking into account any tolling periods for such timeframes. The City reserves the right to negotiate the terms of the form Site License, attached hereto at Exhibit A.

6.4.1. Site License Approval

If the City approves a Site License for a License Area and Licensee receives a revocable construction encroachment permit from the City of Fairfield, the City will issue a notice to proceed (“NTP”) to Licensee. Attached to the NTP will be an approved construction encroachment permit and a fully executed Site License.

7. EQUIPMENT INSTALLATION

7.1. Approved Plans and Equipment Installation

Subject to the provisions of this Master License, the applicable Site License, and permits, i.e. construction encroachment permit, and or approvals required by applicable Law, Licensee has the right to erect, maintain, and operate Licensee’s Equipment on the License Area on the City Asset. Licensee has the right to do all work necessary to prepare, maintain, and alter the License Area for Licensee’s business operations consistent with the applicable individual Site License. Licensee must submit complete plans and equipment specifications with any revocable permit application and construction encroachment permit application, which must include without limitation all equipment, mounts, hardware, structure load calculations, utilities, cables, conduits, signage, concealment elements and other improvements proposed in connection with the License Area.

7.1.1. Site Identification Required

On each licensed City Asset Licensee's Equipment is installed, Licensee must install one identification plate in strict compliance with the size, material, form and substance as shown on Exhibit A-1 to the fully executed Site License. The identification plate must include Licensee's corporate name and telephone number at which Licensee's On-Call Representative can be reached at all times (24 hours per day and 7 days per week). Licensee must replace the identification plate within five (5) business days if any information on such plate changes.

7.1.2. Changes Required for Regulatory Approvals

Licensee may amend previously approved plans when such changes are required to obtain or maintain compliance with other Regulatory Approvals necessary to install the Equipment. Any such changes will require the City's prior written approval, not to be unreasonably withheld, conditioned or delayed. Licensee shall submit an encroachment permit application, including all necessary application documents, to the City if any physical modifications to Equipment or the License Area is required. Licensee shall be issued an encroachment permit from the City, prior to making any modifications to the Equipment or License Area. Necessary documents may include an updated RF Compliance Report, in accordance with Design Guidelines, as defined in Section 6.2. The City will provide notice of its decision to Licensee in accordance with Section 27.1 (Notices).

7.1.3. Corrections to Approved Plans

Licensee shall have the obligation to correct any errors or omissions in any approved plans and related Regulatory Approvals. Licensee shall send written notice to the City, within a reasonable time period, if Licensee discovers any such defects. Updates to the approved plans shall be reviewed and approved by the City Engineer prior to installation. Any approved plans and/or amendments to approved plans by the City will not release or excuse Licensee's obligations under this Section 7.1.3.

7.2. Prior Regulatory Approvals Required

Licensee shall not commence any work at the License Area until Licensee obtains all required Regulatory Approvals, which may include without limitation a revocable permit, a construction encroachment permit, a Site License, and any other applicable permit obtained through any other City department.

7.3. Make-Ready Work and Costs

7.3.1. Licensee shall bear responsibility for all Make-Ready Work. If a person other than Licensee or City would have to rearrange or adjust any of its facilities

in order to accommodate new Equipment, Licensee shall be responsible, at Licensee's sole expense, to coordinate such activity. Licensee shall be responsible for directly paying such other person for its charges for the same. If Licensee is requested by another person, in comparable circumstances, to relocate or adjust any Equipment to accommodate that person's facilities, subject to City's written approval of such relocation, and at no cost or expense to Licensee, Licensee shall reasonably cooperate with such request.

7.3.2. Construction, installation, and operation of the Equipment shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with the National Electric Safety Code IEEE C2 ("NESC") and the City's regulatory rules and engineering standards; provided, however, that Licensee shall not be responsible for any third-party or City costs necessary to correct third party or City attachments that are non-compliant at the time of Licensee's permit applications.

7.4. Installation; Strict Compliance with Approved Plans

Licensee shall not commence any work at the License Area until the City provides an NTP with an executed Site License and the approved construction encroachment permit attached. Licensee shall perform all work in connection with the License Area in strict compliance with the approved permits and in a diligent, skillful and workmanlike manner. All installed Equipment shall be compliant with the Design Guidelines. After any work by Licensee at the License Area concludes, Licensee shall restore the License Area and any other City Property affected by such work to the condition that existed immediately prior to the work commenced, normal wear and tear excepted.

7.4.1. Licensee's Alterations to City's Property

Licensee shall not remove, damage or in any manner alter any City Property without prior written consent from the City and any other public agency with jurisdiction over the subject City Property. The City may withhold its consent in its reasonable discretion and may reasonably condition its consent in each instance based on scope and nature of the proposed alterations. Licensee shall immediately notify the City if any removal, damage, or other alteration occurs to City Property for any reason and through any cause.

7.4.2. Licensee's Contractors

Licensee and all of its contractors shall obtain all necessary licenses, including without limitation Contractor State Licensing Board licenses and a City of Fairfield Business License, prior to performing work on or about the License Area. Licensee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the License Area. Licensee shall provide written notice to the City at least fourteen (14) days prior to the commencement of any construction or installation on any part of the License Area, including: (1) a schedule with all activities

to be performed in connection with the work; and (2) a list with all the names, contractor's license numbers and business addresses for all contractors who will perform the work. Licensee's routine repair and maintenance of Licensee's Equipment shall be subject to the terms of the individual construction encroachment permit issued to Licensee.

7.5. Labor and Materials Costs

Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing, installing, operating, and maintaining all Equipment in accordance with the approved plans and all applicable Laws. Licensee shall also bear all costs to obtain and maintain all Regulatory Approvals required in connection with the installation, which includes without limitation all direct and indirect costs to comply with any approval conditions or mitigation measures that arise from Licensee's proposed installation.

7.6. Project Managers

The City and Licensee each designate the person listed in this Section 7.6 as its project manager to coordinate Licensee's Equipment design and installation as well as serve as each party's respective primary contact person for all design, engineering, construction and installation issues that may arise between the Parties in connection with this Master License.

City's Project Manager:

Name: Ryan Panganiban
Title: Assistant Public Works Director / City Engineer
Phone: (707) 428-7017
Address: 1000 Webster Street
Fairfield, CA 94533

Licensee's Project Manager:

Name: Marc Grabisch
Title: Network Project Manager
Phone: (925) 549-9671
Address: 5005 Executive Pkwy
San Ramon, CA 94583

Licensee acknowledges that the City's project manager is not exclusively assigned to this Master License, and that the City's project manager may not always be immediately available to Licensee or its project manager. Licensee further acknowledges that the authority delegated by the City to the City's project manager is limited to the

administration of this Master License, any permit applications, and any approved Site Licenses. The Parties' respective project managers will have no obligation to perform any term or covenant to be performed by the other party under this Master License. Notices to the Parties' respective project managers alone will not be deemed effective notice for any purpose under this Master License. The Parties may designate a new project manager from time-to-time by written notice to the other party.

7.7. Coordination with the City

Licensee must coordinate all its installation, construction, and other work on or about the License Area with the City so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, City Property and the City's municipal operations.

7.8. In-Kind Services

In the event that Licensee's Equipment on the License Area includes any Licensee owned fiber-optic cables, conduit, or other wireless facilities that may help the City achieve its smart city goals and objectives, Licensee may, at the City's and Licensee's option grant the City a license to such facilities. Should City and Licensee agree for Licensee to provide in-kind services, such terms and conditions shall be specified as part of a subsequent Site License.

7.9. Title to Licensee's Equipment and Other Improvements

Except as specifically provided otherwise in this Master License, all Equipment and other improvements installed, constructed, or placed on or about the License Area by Licensee or its Agents or Invitees will be and remain at all times Licensee's personal property. All structural improvements to any City Asset, including any replacement Pole as approved by the City and shown in the approved plans, will become City Property and will remain should Licensee vacate or abandon such License Area, unless the City elects in a written notice to Licensee that it does not wish to take title to such structural improvements, in which case Licensee shall remove such improvements at its sole cost and in a manner reasonably acceptable to City, and shall restore all affected areas by such removal to a condition compliant with all applicable Laws. Subject to Section 24 (Surrender of License Area), Licensee may remove its Equipment from the License Area at any time after thirty (30) days' written notice to the City.

8. PUBLIC WORKS OPERATIONS

8.1. City's Access to License Areas

Except as specifically provided otherwise in this Master License, upon not less than 24 hours prior notice to Licensee at the following contact: NOC 800-638-2822, and Licensee

having an opportunity to be present, the City and its Agents have the right to access any License Area in whole or in part at any time, provided City or its Agents do not physically touch or otherwise interfere with Licensee's Equipment. The City will not be liable in any manner whatsoever, and Licensee expressly waives any Claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City's or its Agents' access to the License Area, which includes any Equipment removed in an emergency or other exigent circumstances pursuant to Section 8.4 (Emergencies), except to the extent that the damage arises directly and exclusively from the gross negligence or willful misconduct of the City or its Agents and not contributed to by the acts, omissions or negligence of Licensee, its Agents or Invitees. The City will not be liable in any manner whatsoever, and Licensee expressly waives any Claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City's or its Agents' gross negligence or willful misconduct and not contributed to by Licensee's or its Agents' or Invitees' acts, omissions or negligence. If City enters the License Area during an emergency and fails to give Licensee prior notice of such entry, City will give notice of City's emergency access to the License Area within 24 hours of City's entry to the License Areas.

8.2. Repairs, Maintenance and Alterations to Poles

The City will: (1) maintain and repair Poles as needed, in its sole judgment, for its streetlight operations and other municipal functions; and (2) correct any immediately hazardous condition. If City requires the termination of electrical service to the Equipment in order to maintain or repair any City Asset, the City shall inform Licensee at the telephone number provided in Section 7.5, and the Parties shall coordinate in good faith to determine suitable dates and times to complete such actions. Licensee shall provide and install an emergency shut-off switch, which will terminate electrical service to all Equipment to allow the City to correct any immediately hazardous condition. If City uses Licensee's emergency shut-off switch, City will notify Licensee at the telephone number provided in Section 7.5. Except as provided in Section 26 (Termination), and excluding conditions that arise from the City's or its Agents' gross negligence or willful misconduct, neither any City work on any City Asset nor any condition on any City Asset will: (1) entitle Licensee to any damages; (2) excuse or reduce any obligation by Licensee to pay any License Fees or Additional Fees or perform any covenant under this Master License; or (3) constitute or be construed as a constructive termination of this Master License or any Site License.

8.3. Repairs, Maintenance and Alterations to License Areas

The City may, at any time, alter, add to, repair, remove from and/or improve the License Area in whole or in part for any operational purpose, which includes without limitation maintenance and improvements in connection with street light services and compliance with Laws; provided, however, (1) the City makes a good-faith effort to provide notice to Licensee's On-Call Representative; (2) the City allows Licensee's representative to observe the City's work; and (3) the City takes reasonable steps not to disrupt Licensee's

ordinary operations on the License Area. If City requires the termination of electrical service to the Equipment in order to alter, add to, remove from, and/or improve the License Area, the City shall inform Licensee at the telephone number provided in Section 7.5, and the Parties shall coordinate in good faith to determine suitable dates and times to complete such actions. The provisions in this Section 8.3 will not be construed to allow Licensee's ordinary operations to impede or delay the City's authority and ability to make changes to the License Areas necessary to maintain streetlightservices.

8.4. Emergencies

In emergencies, the City's work will take precedence over Licensee's operations, which includes without limitation any Equipment operated on the License Area, and the City may access the License Area in whole or in part as the City deems necessary in its sole determination and in accordance with this Section 8.4, whether the City has notified Licensee of such emergency or other exigent circumstances or not. When safe and practicable, the City will notify Licensee of any emergency or other exigent circumstances that requires the City to remove or replace any City Asset and will allow Licensee to remove its Equipment before the City removes or replaces the City Asset; provided, however, that the City will remove the Equipment from the City Asset when in the City's sole determination it would (1) be unsafe or not practicable to wait for Licensee to perform the work; (2) cause significant delay; or (3) otherwise threaten or compromise public safety or public services. In order to allow City to remove Equipment under this Section, Licensee shall provide and install an emergency shut-off switch which will terminate electrical service to all Equipment in the event of an emergency. If City uses Licensee's emergency shut-off switch, City will notify Licensee at the telephone number provided in Section 7.5. The City will remove any Equipment with reasonable care and store the Equipment for retrieval by Licensee. Licensee shall have the right to reinstall such removed Equipment or equivalent Equipment at Licensee's sole expense on the repaired or replaced Pole and in accordance with Section 7 (Equipment Installation). The City's removal of Licensee's Equipment in emergencies or other exigent circumstances will not be deemed to be a forcible or unlawful entry onto the License Area or any interference with Licensee's contractual privilege to use the License Area.

9. LICENSEE'S MAINTENANCE OBLIGATIONS

9.1. Damage to City Assets

9.1.1. Notice to the City

Licensee agrees to give the City notice of the need for any repair to a City Asset promptly after Licensee discovers any damage from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the acts, omissions or negligence of Licensee or its Agents or Invitees.

Failure to provide such notice will not be considered a default under this Master License. If Licensee discovers damage, Licensee shall promptly notify the City.

9.1.2. Damage Caused by Licensee

If any use or maintenance by Licensee or its Agents or Invitees cause any damage to any License Area, Licensee must repair such damage within thirty (30) days after the City provides a notice to Licensee that describes such damage. The City may extend such 30-day cure period if the cure reasonably requires more time. Should Licensee fail to act promptly or in accordance with this requirement, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Licensee shall pay to the City all reasonable costs incurred to repair such damage plus fifteen percent (15%) within thirty (30) days of Licensee's receipt of billing and supporting documentation for such work by City.

9.1.3. No Right to Repair

Absent notice from the City with a demand to cure any damage to a City Asset, Licensee is not authorized to make any repairs to any City Asset. Licensee expressly waives all rights it may have under any applicable Laws to make repairs at the City's expense.

9.2. Equipment Maintenance

Licensee shall, at its sole cost and expense, install, maintain, and promptly repair any damage to any Equipment installed on the License Area whenever repair or maintenance may be required, subject to the City's prior approval if required under Section 7 (Equipment Installation). Licensee is not required to seek the City's prior approval for any Equipment repair, maintenance, replacement, or other installation on the License Area when such Equipment is shown on the approved permits. Licensee must obtain the City's prior written approval for any Equipment repair, maintenance, replacement, or other installation that involves larger, different or additional Equipment than shown on the approved permits.

9.3. Graffiti Abatement

Licensee's repair and maintenance obligation includes the removal of any graffiti from Licensee's Equipment within seven (7) days after the City notifies Licensee.

9.4. Standard of Work

All work performed by or for Licensee under this Master License, shall be: (1) at Licensee's sole cost and expense; (2) performed only by qualified and trained persons and appropriately licensed contractors; (3) performed in a manner and with equipment and materials that will not interfere with or impair the City's operations; (4) constructed

to the reasonable satisfaction of the City Engineer; and (5) compliant with all applicable Laws.

9.5. Inspections

Upon City's sixty (60) days' prior written request, no more than one time every two (2) years, Licensee shall perform an inspection of all Equipment. Upon the City's request, Licensee shall furnish, within sixty (60) days, a written report to the City on the condition of such Equipment that includes, without limitation, any identified concerns and corrective action taken or planned to be taken. If Licensee's inspection reveals any maintenance concerns in connection with any License Area, Licensee shall promptly notify the City. Licensee shall provide the City with at least thirty (30) days' prior written notice before it commences any inspection. Licensee shall permit any City employee or third-party consultant to observe any inspection activities and may make reasonable accommodations as needed to facilitate such observations; provided that any third-party consultant will be required to agree to a reasonable confidentiality agreement as may be requested by Licensee.

10. LIENS

Licensee shall keep the License Area free and clear from any and all liens in connection with any work performed, material furnished, or obligations incurred by or for Licensee. Licensee shall inform each and every contractor and material supplier that provides any work, service, equipment or material to Licensee in any way connected with Licensee's use of the License Area that the License Area is public property and is not subject to mechanics' liens or stop notices for Equipment or other materials or services provided for Licensee's Equipment. If Licensee does not cause the release of lien of a mechanic's lien or stop notice by any contractor, service provider or equipment or material supplier purporting to attach to the License Area or other City Property within thirty (30) days after notice or discovery of the lien, the City will have the right, but not the obligation, to cause the same to be released by any means it deems proper, including payment of the Claim giving rise to such lien. Licensee must reimburse the City for all expenses it incurs in connection with any such lien (including reasonable attorneys' fees) within thirty (30) days following receipt of the City's demand together with copies of invoices or other evidence to document the costs incurred. Licensee shall give the City at least ten (10) days' prior notice of commencement of any construction or installation on any part of the License Area except for minor and routine repair and maintenance of Licensee's Equipment. Licensee shall not create, permit, or suffer any other encumbrances affecting any portion of the License Area.

11. UTILITIES

Except to the extent the City authorizes connection to its Infrastructure in accordance with the rules, regulations, and policies of PG&E, which authorization the City shall not

unreasonably withhold, Licensee shall be solely responsible for obtaining and maintaining the provision of electricity to Licensee's Equipment, including, but not limited to, making payments to electric utilities and installation of separate electric meters, if necessary. Licensee shall comply with all Laws and rules and regulations of the electric utility relating to installation and connection of Licensee's Equipment to electricity. Additionally, Licensee shall have the right, at Licensee's sole cost, to replace existing lighting on a City Pole utilized by Licensee either with LED or other form of energy saving lighting design reasonably approved by City, and City will own, operate, maintain and repair the replacement lighting. If granted a choice between a pole-mounted Smart Meter and a pedestal-mounted meter, Licensee must choose a pole-mounted Smart Meter. Pedestal-mounted meters will only be allowed if no alternative is available.

12. TAXES AND ASSESSMENTS

12.1. Possessory Interest Taxes

Licensee understands and acknowledges that this Master License may create a possessory interest subject to taxation and that Licensee will be required to pay any such possessory interest taxes. Licensee further understands and acknowledges that any sublicense or assignment permitted under this Master Agreement and any exercised options to renew or extend this Master License may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Master License.

12.2. Licensee's Tax Obligations

Licensee agrees to pay when due and prior to delinquency any and all taxes, assessments, charges, excises and exactions whatsoever, including without limitation any possessory interest taxes, that arise from or in connection with Licensee's use within the License Area or Licensee's Equipment that may be imposed on Licensee under Law. Licensee shall not allow or suffer any lien for any taxes, assessments, charges, excises or exactions whatsoever to be imposed on the License Area or Licensee's Equipment. In the event that the City receives any tax or assessment notices on or in connection with the License Area or Licensee's Equipment, the City shall promptly (but in no event later than 30 calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to Licensee's Equipment.

13. COMPLIANCE WITH LAWS

13.1. Compliance with Current and Future Laws

Licensee shall install, operate and maintain the Equipment, and shall perform all work

in connection with such installation, operation and maintenance, in strict compliance with all applicable Laws and all conditions in any Regulatory Approvals issued in connection with the Equipment or its installation and operation. City agrees to comply with all Laws relating to City's ownership and use of City Assets and City Property and any improvements on the Property. The Parties agree that Licensee's obligation to comply with all Laws is a material part of the bargained-for consideration under this Master License, irrespective of the degree to which such compliance may interfere with Licensee's use or enjoyment of the License Area, the likelihood that the Parties contemplated the particular Law involved and whether the Law involved is related to Licensee's particular use of the License Area.

13.2. Licensee's Personnel

13.2.1. Personnel Training and Certification

Licensee shall ensure that all persons who install, operate, or maintain the Equipment are appropriately trained and licensed by the California State Contractors Licensing Board as required under applicable CPUC rules and regulations. Licensee shall ensure that such persons are trained in and observe all safety requirements established by the City, the CPUC and the California Division of Occupational Safety and Health, Department of Industrial Relations, which includes without limitation site orientation, tag-out and lock-out de-energization rules, ladder and lift restrictions and track and street right-of-way safety requirements.

13.2.2. Licensee's Indemnification for Personnel Injuries

Licensee acknowledges that: (1) the City has delegated to Licensee control over the License Area at any time in which Licensee or its Agents are installing, operating, or maintaining the Equipment; and (2) the City is not a co-employer of any employee of Licensee or any employee of Licensee's Agents, and to the extent allowed by Law, the City shall not be liable for any Claim by Licensee's or its Agent's employee(s). Licensee agrees to fully indemnify, defend and hold the City harmless in the same manner as provided in Section 18 (Licensee's Indemnification Obligations) against any Claim by any employee of Licensee or its Agents that arises in connection with Licensee's or its Agents' access, uses or other activities on or about the License Area.

13.3. Compliance with CPUC GO 95

Licensee shall conduct all activities on the License Area in accordance with CPUC General Order 95 and the rules and other requirements enacted by the CPUC under that General Order, as applicable and as amended.

13.4. Compliance with Building and Electric Codes

Licensee shall conduct all activities on the License Area in accordance with the requirements of all applicable codes and regulations related to building and construction safety, which includes without limitation the California Building Code, the California Electric Code, the National Electric Safety Code, and any applicable local building electrical code, as those codes exist now or may be amended in the future. To the extent that CPUC General Order 95 does not address cellular telephone antenna installations on City Assets carrying electrical lines, Licensee shall apply applicable provisions of the NESC, with particular attention to paragraphs 224, 235C, 235F, 238, 239 and 239H and sections 22, 41 and 44. Where any conflict exists between the California Building Code, the NESC, the California Electric Code, any local code and CPUC General Order 128, the more stringent requirements will apply.

13.5. Compliance with RF Exposure Regulations

Licensee's shall comply with all applicable FCC standards related to maximum permissible exposure to RF or EMF emissions on or about the License Area which results from Licensee's Equipment. Licensee must provide to the City an RF Compliance Report and all other reports required by the Fairfield City Code and the Design Guidelines for each proposed City Asset on which the Licensee desires to install or operate its Equipment.

14. DAMAGE OR DESTRUCTION

14.1. City's Rights After Damage or Destruction

In the event the License Area in whole or in part becomes damaged due to any cause, the City: (1) will have no obligation whatsoever to repair or replace the damaged License Area; and (2) may, in the City's sole and absolute discretion, elect to take any of the following actions:

14.1.1. Election to Repair or Replace Damaged Pole

Within 30 days after the date on which the City discovers damage or destruction of a City Asset licensed to Licensee, the City will give Licensee notice of the City's decision whether to repair or replace the damaged City Asset and its good faith estimate of the amount of time it will need to complete the work. If the City cannot complete the work within 30 days after the date that the City specifies in its notice, or if the City elects not to do the work, then Licensee will have the right to terminate the affected Site License on 30 days' written notice to the City.

14.1.2. Election to Remove Damaged Pole

If the City elects to remove, rather than repair or replace, a damaged City Asset licensed to Licensee, and Licensee elects not to make such repair or replacement, then the

applicable Site License will automatically terminate on the last day of the month in which the removal occurs.

14.1.3. Election to Remove Equipment from Damaged Pole

If the acts of third parties or an act of nature or other force majeure circumstance outside the control of Licensee or its Agents or Invitees destroys or damages any City Asset to such an extent that, in the Licensee’s reasonable determination, the Equipment on the City Asset cannot be operated, the Licensee may decide to terminate the affected Site License on 30 days’ written notice to City and Licensee will remove the Equipment from the damaged City Asset before the termination date specified in the City’s notice.

14.2. Licensee’s Rights upon Termination

After the Site License is terminated pursuant to this Section 14, the City will: (1) refund any pre-paid License Fee in connection with the terminated Site License on a pro-rata basis determined by the number of months left in the current License Year at the time such termination occurs.

14.3. Waiver of Statutory Rights

The Parties understand, acknowledge and agree that this Master License fully governs their rights and obligations in the event that any licensed City Asset become damaged or destroyed, and, to the extent applicable, the City and Licensee each hereby waives and releases the provisions in California Civil Code §§ 1932(2) and 1933(4) or any similar Laws.

15. ASSIGNMENT AND OTHER TRANSFERS

15.1. General Restriction

Licensee may assign its interests or rights, whether in whole or in part, in connection with this Master License, any Site License or the License Area only in accordance with the conditions of this Article 15, provided, however, that Licensee shall remain liable for any outstanding obligations incurred prior to such assignment.

Assignment Procedures

15.1.1. Assignment Notice

Licensee shall provide thirty (30) days’ prior written notice to City prior to any Assignment of the Wireless Telecommunication Facilities or any part thereof; provided: (i) no Assignment shall be effective before Licensee has completed construction of all of the Wireless Telecommunications Facilities covered by this Agreement unless and

until City provides its written consent, which consent may be withheld or subject to conditions; (ii) no Assignment shall be effective at any time unless and until the Assignee agrees in writing to comply with and be subject to all the terms and conditions of this Agreement and the Code; and (iii) Licensee provides any information, including financial statements or references of the Assignee, as requested by City. The Assignment, transfer, or delegation of the rights and obligations of Licensee hereunder in their entirety to Licensee's financially viable parent, subsidiary, successor, or affiliate under common control shall not require consent and shall be effective upon written notice to the City.

15.1.2. Conditions

In addition to any preceding requirements, all Assignments executed under this Article 15 are subject to all the following conditions: (a) the Assignee uses the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate, and maintain Equipment on the License Area; (b) Licensee provides the City with notice thirty (30) days before the effective date of assignment, stating the contact information for the proposed Assignee and providing financial information establishing that the proposed Assignee has the capital and fiscal qualifications greater than or equal to Licensee's; and (c) Licensee is in good standing under this Master License and any Site License.

15.2. Effect of Assignment

No Assignment by Licensee will relieve Licensee of any obligation on its part under this Master License, unless expressly provided in writing signed by the City. Any assignment that is not in compliance with this Article 15 will be void and be a material default by Licensee under this Master License without a requirement for notice and a right to cure. The City's acceptance of any License Fee or other payments from a proposed assignee will not be deemed to be the City's consent to such Assignment, recognition of any Assignee, or waiver of any failure of Licensee or other transferor to comply with this Section 15.

15.3. Assumption by Assignee

Each Assignee shall assume all obligations of Licensee under this Master License and each assigned Site License and will be and remain liable jointly and severally with Licensee for all obligations to be performed by Licensee. The failure or refusal of an Assignee to execute a written instrument of assumption will not release such Assignee from its liability as set forth in this Section. Licensee shall reimburse the City on demand for any costs that the City incurs in connection with an assignment performed under this Article 15, including the costs of investigating the acceptability of the proposed Assignee and associated legal costs.

15.5. Licensee's Customers

Licensee may provide capacity to Licensee's customers using, or permit such customers to use, the Equipment installed by Licensee without the City's consent required in this Section provided that: (1) Licensee remains solely responsible for such Equipment; and (2) such use by Licensee or Licensee's customers does not involve any physical changes to the Equipment other than changes permitted in writing by the City. In any other case, Licensee may provide capacity to Licensee's customers using, or permit such customers to use, the Equipment installed by Licensee upon prior written notice to the City that (a) identifies the customer who will be using the Equipment and the location(s) where such use will occur; and (b) includes the appropriate annual License Fee for the additional carrier, prorated to account for any partial year. Thereafter, Licensee shall pay the additional carrier fee each year in the same manner as the License Fee so long as the additional carrier continues to use the Equipment. Notwithstanding anything in this Master License to the contrary, Licensee shall not be required to pay any additional fee to allow Licensee's customers to use the wireline portions of the Equipment for data transport, backhaul or similar services.

16. DEFAULT

16.1. Events of Default by Licensee

Any of the following will constitute an event of default by Licensee under this Master License, if such failure is in relation to the Master License as a whole or any individual Site License(s) issued under it, if such failure is in connection solely with such Site License: (1) Licensee fails to pay any sums due to the City within thirty (30) days after notice from the City; (2) Licensee fails to perform or comply with any other obligation or representation made under this Master License or any Site License, if the failure continues for forty-five (45) days after the date of notice from the City, or, if such default is not capable of cure within the 45-day period, Licensee fails to commence to cure within such 45-day period and thereafter fails to diligently complete such cure within a commercially reasonable time period after the City's notice; or (3) for a failure in connection solely with the applicable Site License, Licensee removes its Equipment or abandons the License Area for a continuous period of more than sixty (60) days, such that the License Area is no longer being used for the Permitted Use; or (4) any of the following occurs: (i) the appointment of a receiver due to Licensee's insolvency to take possession of all or substantially all of the assets of Licensee; (ii) an assignment by Licensee for the benefit of creditors; or (iii) any action taken by or against Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief Laws, if any such receiver, assignment, or action is not released, discharged, dismissed, or vacated within sixty (60) days.

16.2. City's Remedies

In addition to all other rights and remedies available to the City at law or in equity, the City

will have the following remedies following the occurrence of an event of default by Licensee.

16.2.1. License Continuation

Without prejudice to its right to other remedies, the City may continue this Master License and applicable Site License(s) in effect, with the right to enforce all of its rights and remedies, including the right to payment of License Fees, Additional Fees, and other charges as they become due.

16.2.2. Site License Termination

If a default specific to one or more Site License(s) is not cured by Licensee within the applicable cure period, if any, as specified in Section 16.1 (Events of Default by Licensee), the City may terminate each Site License in default.

16.2.3. Master License Termination

If Licensee's default is in relation to the Master License as a whole and the default materially affects the purposes of this Master License, the City may terminate this Master License in whole or in part. Termination of this Master License in whole will terminate all Site Licenses issued under it automatically and without the need for any further action by the City. In either case, the City will deliver notice to Licensee providing 30-days' notice of termination and specify whether the termination affects the entire Master License or only certain Site Licenses in the notice. The City will specify the amount of time Licensee will have to remove its Equipment from any affected City Asset, which will be at least thirty (30) days after the date of the City's notice for up to 50% of licensed City Assets and an additional thirty (30) days for more than 51% of licensed City Assets. If Licensee does not remove its Equipment within the specified period, the City will be entitled to remove Licensee's Equipment from the City Asset. The City will have the right to make any terminated portion of the License Area available for license to other parties as of the effective date of the termination, even if Licensee's Equipment is still on the City Asset.

16.2.4. Default Fees

Without limiting the City's other rights and remedies under this Master License, the City may require Licensee to pay reasonable additional fees for the City's actual administrative cost in providing notice or performing inspections for the events described below (each, a "Default Fee") by giving notice of the City's demand that Licensee cure the default and specifying the cure period. The Default Fee for the initial notice from the City will be due and payable to the City thirty (30) days after delivery of notice to Licensee. In addition, if Licensee fails to cure the condition within the cure period set forth in the initial notice, and the City then delivers to Licensee a follow-up

notice requesting compliance, then the Default Fee for the follow-up notice will be due and payable to the City thirty (30) days after delivery of the follow-up notice to Licensee. Default Fees will apply to any of the following events: (1) Licensee constructs or installs any alteration or improvement without the City's prior approval as required by Section 6 (Site Licenses), Section 7 (Equipment Installation), or Section 7.3.1 (Alterations to City's Property) of this Master License; (2) Licensee fails to cure damage required by Section 9 (Licensee's Maintenance Obligations) on a timely basis; (3) Licensee fails to notify the City, through its project manager, before accessing the License Area or following the plan approval procedures as set forth in Section 7 (Equipment Installation); or (4) Licensee fails to provide evidence of the required insurance coverage described in Section 18 (Insurance) on a timely basis.

16.2.5. Licensee's Remedies

Licensee's sole remedy for the City's breach or threatened breach of this Master License or any Site License issued under it will be an action for damages, subject to Section 19 (Limitations on City's Liability).

16.3. Cumulative Rights and Remedies

All rights and remedies under this Master License are cumulative, except as otherwise provided.

17. LICENSEE'S INDEMNIFICATION OBLIGATIONS

- A. To the maximum extent permitted by applicable Laws, Licensee, for itself and its successors and assigns, shall indemnify, defend, protect and hold the City, its officers, employees, agents, volunteers, Invitees and their respective heirs, legal representatives, successors and assigns (the "**Indemnified Parties**"), harmless from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively "**Claims**"), whether direct or indirect, incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or property damage or other loss that occurred on or about the License Area or arises in connection with Licensee's or its Agents' or Invitees' authorized or unauthorized uses on or about the License Area; (2) any failure or refusal by Licensee to observe or perform any term, covenant or condition in this Master License to be observed or performed on Licensee's part; (3) Licensee's or its Agents' or Invitees' uses or occupancy, or manner of use or occupancy, of the License Area; (4) any exposure to RF emissions or EMFs from Licensee's Equipment or uses on or about the License Area; (5) the License Area condition or any occurrence on or about the License Area attributable to the events described in clauses (1), (2), (3) or (4) in this Section 17; or (6) any act, omission or negligence of Licensee, its Agents or Invitees in, on or about the License Area or (7) any and all acts or

omissions otherwise relating to this License Agreement; all whether any negligence may be attributed to the Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the Indemnified Parties, but except to the extent that such Claim(s) arise from the Indemnified Parties' sole negligence or willful misconduct. Licensee's obligations under this Section 17 include, without limitation, reasonable fees, costs and expenses for attorneys, consultants and experts, and the City's costs to investigate any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any Claim that actually or potentially falls within this Section 17, even when the allegations in such Claim are groundless, fraudulent or false, and which obligation arises at the time the Indemnified Parties tender such Claim to Licensee and continues at all times until such Claim's final resolution. Licensee shall, upon written notice and at Licensee's sole cost and expense, resist and defend against such Claims with legal counsel acceptable to the City. The City shall not unreasonably withhold its consent to legal counsel selected by Licensee; provided, however, that the City may reject any legal counsel that: (1) has less than ten (10) years' direct experience representing public agencies in similar actions or proceedings as that brought against the Indemnified Parties; (2) has any past disciplinary actions by any United States tribunal or state bar association; or, (3) has any actual or potential conflicts of interest with any Indemnified Parties. Licensee shall not, without the City's written consent, enter into any compromise or settlement agreement on any Indemnified Parties' behalf that: (a) admits any liability, culpability or fault whatsoever on any Indemnified City Parties' part; or, (b) requires any Indemnified Party to take any action, which includes without limitation any change in the City's policies, or pay any money. Nothing in this Master License shall be construed to limit or preclude any Indemnified Parties or their respective legal counsel from cooperating with Licensee and participating in any judicial, administrative or other litigation or proceeding.

- B. The provisions of this Section 17 shall not terminate or expire and shall survive the expiration or earlier termination of this Master License, and shall be given the broadest possible interpretation.

18. INSURANCE

18.1. Licensee's Insurance

As a condition to issuance of any Site License, Licensee must provide proof of compliance with the insurance requirements in this Section providing a Certificate of Insurance to the satisfaction of the City's Risk Manager.

18.1.1. Required Coverages

Licensee shall carry and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages: (1) Commercial General Liability insurance per ISO form CG 00 01 or its equivalent (including premises operations; explosion, collapse and underground hazard; property damage; products/completed operations; contractual liability; independent contractors; personal and advertising injury) with limits of \$1 million per occurrence and in the aggregate; (2) Worker's Compensation Insurance per California statutory limits with Employer's Liability Limits of \$1 million each accident or disease or policy limit; (3) Commercial Automobile Liability Insurance with limit of \$1 million each accident combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles. The required limits may be met by a combination of primary and excess or umbrella insurance.

18.1.2. Required Endorsements

Commercial General Liability Insurance and Commercial Automotive Liability Insurance policies must contain the following endorsements: (1) include the City, its officers, agents, employees and volunteers as additional insureds as respects to this Master License; (2) that such policies are primary insurance to any other insurance available to the additional insureds with respect to any claims that arise in connection with this Master License or subsequent Site License; (3) that such insurance applies separately to each insured against whom a claim is made or brought, except with respect to the limits; (4) that such policies provide for the severability of interests, and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other named insured; and (5) that such policies shall afford coverage for all claims based on acts, omissions, injury or damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period. Additional Insured Endorsement shall not exclude products/completed operations.

18.1.3. Cancellation Notices

Licensee shall provide at least thirty (30) days' notice to Additional Insured, of any cancellation or non-renewal, or reduction of any required coverage that is not replaced and (ten (10) days' notice for cancellation for non-payment).

18.1.4. Claims-Made Policies

In the event that any required insurance under this Master License is provided under a claims-made form, Licensee shall continuously maintain such coverage throughout the Term and, without lapse, for three (3) years after this Master License expires or terminates, to the effect that, should any event during the Term give rise to a Claim brought after this Master License expires or terminates, such claims will be covered under Licensee's claims-made policies.

18.1.5. Certificates

On or before the Effective Date, Licensee shall deliver to the City the required insurance certificates and additional insured endorsements from Licensee’s insurance providers on an ACORD form that evidences the required coverages under this Master License. In addition, Licensee shall promptly deliver to the City certificates and endorsements required herein after Licensee receives a request from the City.

18.1.6. Insurer Qualifications

Licensee’s insurance providers must be licensed to do business in California and must meet or exceed an A.M. Best’s Key Rating A-VI or its equivalent.

18.1.7. Effective Dates

The City shall not authorize Licensee to install any Equipment on any City Asset until and unless the insurance coverages required to be carried by Licensee under this Master License have been obtained. Licensee shall ensure that the insurance coverages required to be carried by Licensee under this Master License remain in effect at all times until all Equipment has been removed from the License Area. The requirements in this Section shall survive the expiration or termination of this Master License.

18.1.8. Licensee’s Self-Insurance Alternative

Licensee shall not be permitted to meet its insurance obligations under this Master License through self-insurance without prior written consent from the City, which the City may withhold in its sole discretion for any or no reason. If the City consents to allow Licensee to self-insure as an alternative insurance program, such consent will not be deemed an amendment or implied waiver to any other requirement in this Master License. Any amendment to any insurance requirement must be in a written agreement.

18.1.9. No Limitation on Indemnification Obligations

Licensee’s insurance obligations under this Article 18 in no way relieves or decreases Licensee’s liability under Article 17 (Licensee’s Indemnification Obligations) or any other provision in this Master License.

18.1.10. Right to Terminate

The City may elect, in its sole and absolute discretion, to terminate this Master License on written notice to Licensee if Licensee allows any required insurance coverage to lapse and does not reinstate the lapsed insurance coverage within three (3) days after Licensee receives such written notice.

18.2. City's Insurance

Licensee acknowledges that the City self-insures against casualty, property damage and public liability risks. The City agrees to maintain an adequate program of self- insurance for public liability risks during the Term and will not be required to carry any third-party insurance with respect to the License Area or otherwise.

18.3. Subrogation Waiver

The City and Licensee each hereby waive any right of recovery against the other party for any loss or damage sustained by such other party with respect to the License Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance obtained by the waiving party under this Master License or is actually covered by insurance obtained by the waiving party. Each waiving party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to the required policies relating to the License Area, but the failure to obtain any such endorsement will not affect the waivers in this Section.

18.4. Contractors' Insurance

Licensee shall provide evidence of insurance for all contractors that install, maintain, repair, replace or otherwise perform any work on or about the License Area as determined by Licensee consistent with the limits required of Licensee in this Article 18.

19. LIMITATIONS ON THE CITY'S LIABILITY

19.1. General Limitations on the City's Liability

The City is not responsible or liable to Licensee for, and Licensee hereby waives all Claims against the City, its officers, employees, volunteers, and agents (collectively "City and its Agents" and releases the City and its Agents from, all Claims from any cause (except to the extent caused by the gross negligence or willful misconduct of the City and its Agents), including acts or omissions of persons using the sidewalk or street adjoining or adjacent to or connected with the License Area; utility interruption; theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil, or electricity in, flood, or vehicle collision on or about the License Area or other City Property.

19.2. Consequential Damages

City and Licensee expressly acknowledges and agrees that the License Fees and any other fees payable under this Master License do not take into account any potential liability of the City or Licensee for consequential or incidental damages. The City and Licensee would not be willing to enter into this Master License or any Site Licenses in the absence of a complete waiver of

liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of the City or Licensee or their Agents, and City and Licensee expressly assumes the risk with respect thereto. City and Licensee fully releases, waives and discharges forever any and all Claims against the each other for consequential and incidental damages arising out of this Master License or any Site License, including lost profits arising from the disruption to Equipment, any interference with uses conducted by Licensee under this Master License and Site Licenses, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of the City or Licensee or their Agents, and covenants not to sue for such damages. Without limiting any Indemnification obligations of Licensee or other waivers contained in this Master License, in no event shall Licensee be liable to the City for any special, consequential, or indirect damages.

19.3. No Relocation Assistance

This Master License creates no right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (Cal. Gov. Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*) or similar Law upon any termination of occupancy, except as provided in Section 15 (Condemnation). To the extent that any relocation law may apply, Licensee waives, releases, and relinquishes forever any and all Claims that it may have against the City for any compensation from the City except as specifically provided in this Master License upon termination of its occupancy of all or any part of the License Area.

19.4. Non-Liability for City Officials, Employees and Agents

No elective or appointive board, agency, member, officer, employee, volunteer or other agent of the City will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of the City under this Master License.

20. RECORDS

20.1. Accounting Records

Licensee shall maintain, throughout the Term and the term of any Site License entered into during the Term, and for at least three (3) years after any Site License expires or terminates, the following records in physical format at Licensee's place of business within Contra Costa County and in an electronic format: (1) site identification and location for all City Assets under active Site Licenses; (2) the amount and payment date for all License Fees paid to the City pursuant to this Master License; (3) all Regulatory Approvals issued in connection with the Equipment on City Assets; and (4) all

correspondence with the City in connection with any matter covered under this Master License. The City, or its designee, will have the right to inspect and audit Licensee's records at Licensee's place of business during regular business hours on ten (10) days' notice to Licensee.

20.2. Estoppel Certificates

Licensee, at any time and from time-to-time on not less than 30 days' notice from the City, shall execute, acknowledge and deliver to the City or its designee, a certificate of Licensee stating: (a) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted all or any part of the License Area and specifying the applicable portions of the License Area and reasons for non-acceptance); (b) the Commencement Dates of any Site Licenses then in effect; (c) the Effective Date and Expiration Date of this Master License; (d) that this Master License and Site Licenses are unmodified and in full force and effect or, if modified, the manner in which they are modified; (e) whether any defenses then exist against the enforcement of any of Licensee's obligations under this Master License (and if so, specifying the same); (f) whether any of the City's obligations under this Master License are outstanding (and if so, identifying any City obligations that Licensee believes that the City has failed to meet); (g) the dates, if any, to which the License Fees, Administrative Fees, and or other fees have been paid; and (h) any other information that may be reasonably required by the City or its designee.

21. RULES AND REGULATIONS

At all times throughout the Term, Licensee shall faithfully comply with any and all reasonable rules, regulations and instructions that the City may from time-to-time establish and/or amend with respect to the License Area, provided same are subject to, and not inconsistent with, the terms and conditions of this Master License.

22. SECURITY DEPOSIT

22.1. Amount

At the time Licensee starts construction of its first facility pursuant to a Site License under this Master License, Licensee must tender to the City for Surety Bond equal to \$25,000 for the first 10 sites, and \$25,000 additional Surety Bond for the next 10 sites, and an additional \$25,000 Surety Bond for every 10 sites thereafter (the "**Surety Bond**") to secure Licensee's faithful performance of all terms, covenants and conditions in this Master License and any Site License.

22.2. Further Deposits

In the event that the City applies or uses the Surety Bond in whole or in part to cure any

default by Licensee under this Master License or any Site License, Licensee shall replenish the Surety Bond in the amount and on the date specified in a written notice to Licensee.

22.3. Application

Licensee agrees that the City may use the Security Deposit in whole or in part to remedy any damage to the License Area caused by Licensee, its Agents or Invitees or any failure by Licensee to perform any term, covenant or condition in this Master License or any Site License (including without limitation any failure to pay any License Fee or other sums due under this Master License or any Site License after any default). If the City uses the Security Deposit in whole or in part, the City will not be deemed to have waived any rights under this Master License, or legal or equitable rights whatsoever.

The City's obligations with respect to the Security Deposit shall be in the nature of a debtor, and the City shall not be deemed to hold the Security Deposit in trust for any reason. The City may (but shall not be obligated to) keep the Security Deposit separate from general funds. Licensee shall not be entitled to any interest on the Security Deposit.

23. SURRENDER OF LICENSE AREA

23.1. Surrender

No later than 60 days after the Expiration Date or other termination of this Master License or any Site License, Licensee shall peaceably remove its Equipment from the applicable portion of the License Area and surrender it to the City in good order and condition, normal wear and tear excepted, free of debris and hazards, and free and clear of all liens and encumbrances. No later than 60 days after the Expiration Date or other termination of this Master License or any Site License, as the case may be, Licensee shall remove Licensee's Equipment and repair any damage resulting from the removal. Licensee's obligations under this Section 23.1 will survive the Expiration Date or other termination of this Master License.

23.2. Abandonment

At its option, the City may deem any items of Licensee's Equipment that remain on a City Asset or otherwise on the License Area or other City Property more than 60 days after the Expiration Date of this Master License to be abandoned and in such case the City may dispose of the abandoned Equipment in any lawful manner after expiration of a 60-day period initiated by the City's notice to Licensee to remove the Equipment. Licensee agrees that California Civil Code sections 1980 et seq. and similar provisions of the Civil Code addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

23.3. Holding Over

Any holding over after the Expiration Date with the express consent of the City will be construed to automatically extend the Term of this Master License for a period of one License Year at a License Fee equal to 150% of the License Fee in effect immediately before the Expiration Date, and the Master License otherwise will be on its express terms and conditions. Any holding over without the City's consent will be a default by Licensee and entitle the City to exercise any or all of its remedies, even if the City elects to accept one or more payments of License Fees, Additional Fees or other amounts payable to the City from Licensee after the Expiration Date.

24. HAZARDOUS MATERIALS

24.1. Hazardous Materials in License Area

Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on, under or about the License Area or any other part of City Property, or transported to or from any City Property in violation of Environmental Laws, as defined in Section 24.2 (Licensee's Environmental Indemnity), except that Licensee may use small quantities of Hazardous Materials as needed for routine operation, cleaning and maintenance of Licensee's Equipment that are customarily used for routine operation, cleaning and maintenance of such equipment and so long as all such Hazardous Materials are contained, handled and used in compliance with Environmental Laws. Licensee shall immediately notify the City if and when Licensee learns of any Release by Licensee of Hazardous Material has occurred in, on, under or about the License Area or other CityProperty.

24.2. Licensee's Environmental Indemnity

Licensee agrees to defend, indemnify and hold harmless Indemnitees from and against any and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs and expenses (including without limitation, the reasonable attorneys' fees, experts' costs, court costs and interest) that arise or may be asserted against Indemnitees to the extent resulting from an actual violation (collectively "Environmental Claims") by Licensee of any present and/or future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601 through 9657, inclusive; Transportation of Hazardous Materials and Wastes (HMTA), 49 U.S.C. App. §§ 1801 through 1813, inclusive; the Federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 through 6992, inclusive; 40 C.F.R. Parts 260 through 271, inclusive; the California Hazardous Substance Account Act (HSAA), California Health

and Safety Code §§ 25300 through 25395, inclusive; the California Hazardous Waste Control Act (HWCA), California Health and Safety Code §§ 25100 through 25249, inclusive; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000 through 13999.16, inclusive; and the Underground Storage Tank Act (USTA), California Health and Safety Code §§ 24280 through 24299.7, inclusive, all as the same may be amended from time to time, relating to the environment or to any hazardous substance, activity or material connected with the condition of the License Areas (collectively "Environmental Laws"). This environmental indemnity shall survive the expiration or termination of this Master License as to Licensee's activities taking place or occurring on or about the License Areas. This provision is in addition to, and does not limit, the obligations set forth in Section 17 of this Agreement.

25. TERMINATION

25.1. Licensee's Termination Rights

25.1.1. Master License Termination Rights

Licensee may, in Licensee's sole discretion, elect not to extend this Master License at the end of the initial ten (10) year term or any subsequent extension terms with at least one (1) year's written notice to the City at any time after the Effective Date. Licensee may not terminate this Master License during the initial ten (10) year term except as expressly provided in this Master License.

25.1.2. Site License Termination Rights

Licensee may, in Licensee's sole discretion, terminate any Site License on ninety (90) days' written notice to the City at any time after twelve (12) months from the subject Site License Commencement Date so long as Licensee is not in default with respect to the subject Site License.

25.1.3. Termination Rights after Pole Replacement

If the City exercises its right to replace a City Asset, the City shall make a reasonable effort to provide Licensee with at least sixty (60) days' notice. Within ninety (90) days after Licensee receives notice from the City, Licensee may elect to either: (1) install Licensee's Equipment on the replacement City Asset at Licensee's sole cost and expense; or (2) terminate the applicable Site License as to the replacement License Area. The term of the Site License will not be affected by the replacement.

25.2. City's Absolute Right to Terminate Site Licenses

The City may terminate a Site License upon sixty (60) days' prior written notice for Licensee's failure or refusal to fully and promptly comply with any and all of the material conditions of the Site License. Licensee shall have such extended periods as may be

reasonably required beyond the sixty (60) day cure period to cure any such noncompliance if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Licensee commences the cure within such sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The City may not terminate this Agreement unless and until Licensee has failed to cure the same within the time periods provided in this Section 25.2.

25.3. Licensee's Rights after Termination

If the City terminates any Site License for reasons unrelated to Licensee's failure to perform its obligations under this Master License, such as the City relinquishing a City Asset as a public facility, the Licensee may submit permit applications for a new Site License to replace the terminated Site License. If Licensee opts not to submit permit applications for a replacement Site License, City shall refund any pre-paid Licensee Fee for the terminated Site License on a pro-rata basis. In addition, the City shall prioritize Licensee's permit applications for any Site License to replace the terminated Site License; provided, however, that: (1) the City shall prioritize only as many permit applications as Site Licenses terminated by the City; and (2) the City's prioritization will not affect Licensee's obligations under this Master Agreement.

26. INTERFERENCE

26.1. Licensee's Obligation Not to Cause Interference

In the performance and exercise of its rights and obligations under this Agreement, Licensee must not materially interfere with the existence and operation of any public or private rights-of-way, easements, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television and telecommunications facilities, utilities, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as authorized by applicable Laws or this Agreement.

26.2. City Termination on Grounds of Interference

The City may terminate a Site License upon at least ninety (90) days' prior written notice to Licensee if the City reasonably determines that the provisions herein interfere with the City's use or disposal of the City's public right-of-way or any part thereof; provided however, that where all or a portion of the Equipment interfere with the use or disposal of the City's public right-of-way, and relocation is reasonably possible, the City shall reasonably allow Licensee to relocate such portion in accordance with the terms of this Agreement.

27. MISCELLANEOUS PROVISIONS

27.1. Notices

Except as may be specifically provided otherwise in this Master License, all notices, demands or other correspondence required to be given to the City and Licensee under this Master License must be written and delivered through: (1) an established national courier service that maintains delivery records and confirmations; (2) hand delivery; or (3) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

TO CITY: Public Works Department
Attn: Ryan Panganiban
Title: Assistant Public Works Director / City Engineer
Phone: (707) 428-7017
Address: 1000 Webster Street
Fairfield, CA 94533
Email: rpanganiban@fairfield.ca.gov

with a copy to: Richards Watson & Gershon
Attn: Fairfield City Attorney David Lim
One Sansome Street, Suite 2850
San Francisco, CA 94104
Email: dlim@rwglaw.com

TO LICENSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Master License Agreement (CA)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Re: Master License Agreement (CA)
208 S. Akard Street Dallas, TX 75202-4206

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Telephone, facsimile, and email information are provided for convenience and for couriers who may require such information, and any notice given solely through electronic means will not be deemed to be effective notice. Any copies required to be given constitute an administrative step and not actual notice. The Parties may change the notice addresses above from time to time by written notice to

the addresses above or the then-current notice address.

27.2. Waiver; No Implied Waivers

No failure by either party to insist upon the strict performance of any obligation of the other under this Master License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, will constitute a waiver of such breach. No acceptance by the City of full or partial payment of License Fees, Administrative Fees, or Additional Fees, or other fees during the continuance of any such breach will constitute a waiver of such breach or of the City's right to demand strict compliance with such term, covenant, or condition, or operate as a waiver of any requirement of this Master License. No express waiver by either party of any default or the performance of any provision hereof will affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more waivers of a default or the performance of any provision hereof by either party will not be deemed to be a waiver of a subsequent default or performance. The City's consent given in any instance under the terms of this Master License will not relieve Licensee of any obligation to secure the City's consent in any other or future instance under the terms of this Master License.

27.3. Amendments

No part of this Master License (including all Site Licenses) may be changed, waived, discharged, or terminated orally, nor may any breach thereof be waived, altered or modified, except by a written instrument signed by both Parties.

27.4. Interpretation

The following rules of interpretation apply to this Master License.

27.4.1. General

Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all correlating forms of the terms (e.g., the definition of "indemnify" applies to "indemnity," "indemnification," etc.).

27.4.2. Captions

The captions preceding the sections of this Master License and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Master License.

27.4.3. City Actions

All approvals, consents or other determinations permitted or required by the City under this Master License will be made by or through the Public Works Director or designee, unless otherwise provided in this Master License or by the City Charter, Municipal Code, or any City ordinance.

27.4.4. Words of Inclusion

The use of the term “including,” “such as,” or words of similar import when following any general or specific term, statement or matter may not be construed to limit the term, statement or matter to the stated terms, statements, or matters, whether or not language of non-limitation, such as “including, but not limited to” and “including without limitation” are used. Rather, the stated term, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within the broadest scope of the term, statement, or matter.

27.4.5. Laws

References to all “Laws,” including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the Effective Date and as they are amended, replaced, supplemented, clarified, corrected, or superseded at any time while any obligations under this Master License or any Site License are outstanding, whether or not foreseen or contemplated by the Parties.

27.5. Successors and Assigns

The terms, covenants and conditions contained in this Master License bind and inure to the benefit of the City and Licensee and, except as otherwise provided herein, their successors and assigns.

27.6. Brokers

Neither party has had any contact or dealings through any licensed real estate broker or other person who could claim a right to a commission or finder’s fee in connection with this Master License or any Site License contemplated herein (“**Broker**”), whose commission, if any is due, is to be paid pursuant to a separate written agreement between such Broker and the party through which such Broker contracted. If any Broker perfects a claim for a commission or finder’s fee based upon any such contact, dealings or communication, Licensee shall indemnify the City from all Claims brought by the Broker. This Section will survive expiration or earlier termination of this Master License.

27.7. Severability

If any provision of this Master License or the application thereof to any person, entity or circumstance is invalid or unenforceable, the remainder of this Master License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Master License will be valid and be enforced to the full extent permitted by Law, except to the extent that enforcement of this Master License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Master License.

27.8. Governing Law; Venue

This Master License must be construed and enforced in accordance with the laws of the State of California and the City Municipal Code to the extent applicable and required by law, without regard to the principles of conflicts of law. This Master License is made, entered and will be performed in the City of Fairfield, County of Solano, State of California. Any action concerning this Master License must be brought and heard in Superior Court for the County of Solano or in the United States District Court for the Eastern District of California.

27.9. Time for Performance

Provisions in this Master License relating to number of days mean calendar days, unless otherwise specified. "Business day" means a day other than a Saturday, Sunday or a federal or City holiday. If the last day of any period to give notice, reply to a notice, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day. Time is of the essence with respect to all provisions of this Master License in which a definite time for performance is specified.

27.10. Survival

Expiration or earlier termination of this Master License will not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Master License, or any provision of this Master License that survives termination.

27.11. Recording

Licensee agrees not to record this Master License, any Site License or any memorandum or short form of any of them in the Official Records of the County of Solano.

27.12. Counterparts

This Master License may be executed in two or more counterparts, each of which will

be deemed an original, but all of which taken together will be one and the same instrument.

27.13. Approval Authority

Both Parties represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this Master License and/or applicable Site License. Each Party warrants that the individuals who have signed this License have the legal power, right, and authority to enter into this Master License and/or applicable Site License and bind each respective Party. Upon the City's request, Licensee shall provide the City with evidence reasonably satisfactory to the City confirming the representations and warranties above.

[END OF MASTER LICENSE – SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the City and Licensee executed this Master License as of the Effective Date.

CITY OF FAIRFIELD:

LICENSEE:

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

**By: AT&T Mobility Corporation
Its: Manager**

By: _____
Name: _____
Title: _____

By:  _____
COURTNEY PERILLO (Jan 10, 2025 3:28 EST)
Name: Courtney Perillo
Title: Director Construction & Engineering

APPROVED AS TO FORM:

By: _____
City Attorney

[END OF SIGNATURE – ATTACHMENTS APPEAR ON NEXT PAGE]

Exhibit A

**FORM OF SITE LICENSE AGREEMENT
FOR WIRELESS FACILITIES**

MLA NO. [INSERT]

SITE LICENSE NO. [INSERT NUMBER IN CONSECUTIVE ORDER]

This SITE LICENSE AGREEMENT FOR FACILITIES IN THE RIGHT-OF-WAY (“Site License”) between the City of Fairfield, a municipal corporation (“City”) and _____ (“Licensee”) is effective on [date] (“Commencement Date”). This Site License may refer to the City and/or Licensee individually as a “Party” or collectively as the “Parties.”

Background

- A. WHEREAS, the Parties entered into a Master License Agreement for Wireless Facilities in the Right-of-Way (“Master License”) effective on [date].
- B. WHEREAS, the Licensee has submitted the necessary revocable permit application and construction encroachment permit application required by Fairfield City Code and City policies.
- C. WHEREAS, the Licensee acknowledges that this Site License will not be effective until executed by the City and returned to Licensee. If any revocable permit application or construction encroachment permit is rejected, this Site License is not effective.

NOW THEREFORE, in exchange for the consideration received by the City, as reflected in this Site License, the Parties agree as follows:

1. Master License. The terms of the Master License shall apply to this Site License and are incorporated herein by this reference. The definitions set forth in the Master License Agreement apply to the capitalized terms in this Site License unless a term is specifically defined in this Site License.

If the Master License expires during the term of this Site License, the terms of the Master License shall remain applicable and enforceable as part of this Site License.

2. License Area.

- A. Pursuant to the terms and conditions of this Site License, the Master License, and the Fairfield City Code and regulations, the City agrees to license to Licensee the area reflected in the final Encroachment Permit, attached hereto as Exhibit A-1, for the installation, operation, and maintenance of the telecommunications equipment specified in Exhibit A-1. Licensee acknowledges that Exhibit A-1 is the approved

plan, and that Licensee is only permitted to install the Equipment and other improvements shown in Exhibit A-1.

B. Licensee's Due Diligence.

Licensee expressly represents and warrants to the City that Licensee has conducted a reasonably diligent and independent investigation, either for itself or through an Agent selected by Licensee, into the License Area condition and suitability for Licensee's intended use, and that Licensee relies solely on its due diligence for such determination. Licensee further expressly represents and warrants to the City that Licensee's intended use is the Permitted Use as defined in Section 5 in this Master License.

3. Initial Term and Extensions.

- A. The initial term of this Site License shall be ten years from the Commencement Date, unless terminated in accordance with this Site License or the Master License.
- B. The Licensee shall have the option to extend this Site License for two additional five-year terms, unless terminated in accordance with this Site License or the Master License.
- C. The initial term and all extensions shall be collectively referred to herein as the "Term."

4. License Fee.

- A. Licensee shall pay to the City an annual fee at the rate specified in the Master License and described in the License Fee Schedule, attached to this Site License as Exhibit A-2 (the "**License Fee**"), including any annual adjustment as provided in Section 4.B. below.
- B. Effective January 1 of each year throughout the Term, the License Fee will be increased 3% over the License Fee payable in the immediately previous year. The adjustment provided in this Section will be effective even if the first License Year was for less than a full calendar year.
- C. The License Fee shall be paid annually, in advance, without any demand, deduction, setoff, or counterclaim for any reason. The initial License Fee shall be paid within 30 days of the Commencement Date. Each subsequent License Fee shall be paid no later than January 1 for the following year throughout the Term.
- D. Should the Commencement Date fall on any date other than January 1, the License Fee for the first year and final year shall be prorated based on the remaining number

of months in the calendar year.

5. Certified Access Specialist Disclosure.

Pursuant to California Civil Code § 1938, and to the extent applicable to this Site License, the City expressly advises Licensee, and Licensee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected the License Area in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

6. Counterparts.

This Site License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

CITY OF FAIRFIELD:

LICENSEE:

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

**By: AT&T Mobility Corporation
Its: Manager**

By: _____
City Manager or Designee

By: _____
Print Name: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

EXHIBIT A-1

POLE LOCATION / LICENSE AREA

[City to attach approved construction encroachment permit with final, approved plans]

EXHIBIT A-2

LICENSE FEE SCHEDULE

Annual License Fees [Examples; to be updated according to Section 4.1 of MLA]	
2023	\$270
2024	\$278
2025	\$286
2026 and beyond	Prior year fee, plus 3% increase