



GA1118-151
STC ONE LLC
595 The City Drive South
Orange, CA 92868

**THIRD AMENDMENT TO
COMMUNICATIONS SITE GROUND LEASE AGREEMENT**

THIS THIRD AMENDMENT TO COMMUNICATIONS SITE GROUND LEASE AGREEMENT (hereinafter referred to as “**Third Amendment**”) is made _____ 2026 (the “**Effective Date**”), by and between **STC ONE LLC**, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in fact (hereinafter referred to as “**Lessee**”), as successor to SPRINT PCS ASSETS L.L.C., a Delaware limited liability company, formerly known as COX PCS ASSETS L.L.C. and the **COUNTY OF ORANGE**, a political subdivision of the State of California (hereinafter referred to as “**County**” or “**Lessor**”). Lessee and Lessor may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

I. Michael Lee Malamut (“**Original Lessor**”) owned certain real property known as Assessor’s Parcel Number 231-091-07 (“**Lessor’s Property**”).

II. Original Lessor entered into a Communications Site Ground Lease Agreement dated October 9, 1998 (the “**Original Lease**”) with COX PCS Assets L.L.C., a Delaware limited liability company (“**Original Lessee**”). Original Lessee leased a portion of the Lessor’s Property along with access and utility easements thereto (as amended, the “**Premises**”).

III. The Original Lease was amended in order to expand the Premises and update the License Fee accordingly pursuant to that certain First Amendment to Communications Site Ground Lease Agreement dated June 7, 2011, a memorandum of which was recorded on May 24, 2012 as Instrument No. 2012000297925 in the Office of the County Recorder of Orange County, California (the “**First Amendment**”). The First Amendment also added Clause 13 (RELOCATION) to the Original Lease, contemplating County’s potential use of Lessor’s Property for future development and the need to relocate the Premises should such development occur.

IV. The Original Lease was further amended to authorize Lessee to proceed with certain equipment upgrades and to increase the License Fee consistent with such upgrades, a memorandum of which was recorded on August 18, 2016 as Instrument No. 2016000391195 in the Office of the County Recorder of Orange County, California (the “**Second Amendment**” and together with the Original Lease and the First Amendment, the “**Lease**”).

V. The County, as the current owner of Lessor’s Property, is the successor to Original Lessor and the Lessor under the Lease, pursuant to that certain Grant Deed recorded on September 23, 2005, as Instrument No. 2005000755202 in the Office of the County Recorder of Orange County, California.

VI. The Lease had an initial term that commenced on November 1, 1998, and expired on October 31, 2003, and included five (5) extension terms of five (5) years each. Each of the five (5) extension terms of the Lease were exercised by Lessee, with a current expiration date of October 31, 2028.

VII. Now, the Parties desire to enter into this Third Amendment to update the Relocation clause necessary for County's development project within Lessor's Property and to provide for the relocation of Lessee's improvements and to provide for a temporary and permanent location for the Premises, which will allow Lessee continued use under the Lease during the County's redevelopment project.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree as follows:

A. RELOCATION.

1. Lessor and Lessee hereby acknowledge that Lessor, pursuant to Section 13 of the First Amendment, has decided to utilize Lessor's Property in connection with a redevelopment project, which includes the construction of one or more new buildings and related amenities and improvements located on Lessor's Property (the "**Project**").

2. To avoid potential interference by the Project with the operation of Lessee's Facility, Lessor has requested, and subject to the terms of this Third Amendment, Lessee has agreed, that Lessee shall relocate Lessee's Facility to a long-term location (the "**New License Area**"), which is depicted in Exhibit D, which is attached hereto and by this reference made a part hereof. Due to Lessor's construction schedule for the Project, Lessor has requested and subject to the terms of this Third Amendment, Lessee has agreed, that Lessee shall utilize a temporary site for some or all of the Lessee's communications facilities (the "**Temporary Facility**") within the four hundred thirty-four (434) square feet temporary site depicted on Exhibit D attached hereto (the "**Temporary Site**"). Until such time as T-Mobile is installed and operating in the New License Area pursuant to the New License Agreement, references in the Lease to the "Premises" shall include the Temporary Site unless the context of this Third Amendment precludes such inclusion. Subject to any Force Majeure Events, Lessee shall complete construction of its permanent facilities within the New License Area ("**Lessee's New Facility**"), and its customers shall vacate and cease to use the Temporary Site, by the date the Project's developer requires use of the Temporary Site to complete the Project, which is currently anticipated to be on or about January 7, 2028, as such date may be modified by Lessor by no more than thirty (30) days (the "**Second Stage Guaranteed Completion Date**"). Any modification of the Second Stage Guaranteed Completion Date by more than thirty (30) days shall require the written consent of Lessee.

3. All work required to install the Temporary Facility at the Temporary Site is hereinafter referred to as the "**Temporary Facilities Work.**" All work required to investigate and prepare the New License Area, to construct and install the required improvements and equipment of Lessee and any sublessees or sublicensees of Lessee at Lessee's New Facility, and to decommission and remove any facilities and personal property remaining at the Premises is hereinafter referred to as the "**Relocation Work.**" In consideration of this Third Amendment and

Lessor's payment as provided in Clause A.4. hereof, Lessee will perform the Temporary Facilities Work and the Relocation Work at its sole cost and expense, excluding, however, those costs and items that are Lessor's responsibility pursuant to the terms set forth herein.

4. The process for the completion of the Temporary Facilities Work and the Relocation Work shall be generally as follows:

i. Approvals. It is understood and agreed that Lessee's obligations hereunder are contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively, the "**Governmental Approvals**") that may be required by any Federal, State or local authorities (the "**Approving Authorities**") to permit Lessee to do all of the Temporary Facilities Work and the Relocation Work. Lessee shall submit all necessary documents and shall make diligent and good faith efforts to timely obtain any and all Governmental Approvals as soon as practicable after the Effective Date. Lessor shall reasonably cooperate with Lessee in any efforts to obtain the Governmental Approvals. The Parties shall take no action that can reasonably be expected to materially and adversely affect the establishment of operations of the Temporary Facility at the Temporary Site and Lessee's New Facility at the New License Area. If any such applications for any Governmental Approvals should not be initially obtained, the Parties shall work diligently and cooperatively to address the reasons for any such denial, and resubmit necessary information to such Approving Authorities until such approvals are obtained. The Temporary Facilities Work and the Relocation Work shall be completed in compliance with the Governmental Approvals and all applicable federal, state or local laws, rules and regulations, as they may be amended, replaced or supplemented (collectively, the "**Applicable Laws**").

ii. Schedule. The completion of the Temporary Facilities Work and Relocation Work shall consist of two (2) general stages currently contemplated to occur as follows:

a. First Stage. The first stage shall be the Temporary Facilities Work, which shall include the establishment of the Temporary Facility at the Temporary Site, and Decommission Work, as defined below. Lessee shall complete the Temporary Facilities Work within ninety (90) days following Lessee's receipt of all Governmental Approvals required to accomplish such work (the "**First Stage Guaranteed Completion Date**"). The First Stage Guaranteed Completion Date shall be extended by sixty (60) days in the event of any Governmental Approval delays beyond Lessee's control or other Force Majeure Events. The Temporary Facilities Work shall include, without limitation, a temporary tower, transmission lines, electronic equipment, radio transmitting and receiving antennas, power sources (including generators and fuel storage tanks), supporting equipment and structures thereto and, if applicable to the site, an antenna support structure on the Temporary Site. The Temporary Facility shall be Lessee's personal property and in no event shall any part of the Temporary Facility be deemed to be a fixture. Lessor grants to Lessee and its employees, agents, contractors and customers (i) a non-exclusive right-of-way for ingress and egress, seven days per week, twenty-

four hours per day, on foot or motor vehicle, including trucks, over, across, and under any driveway, roadway, or unimproved portion of Lessor's Property extending from any adjacent public right of way to the Temporary Site ("**Temporary Access Areas**"); and (ii) an easement on, under, upon and across those portions of Lessor's Property reasonably necessary for the installation of utility wires, cables, conduits, and pipes for the sole and exclusive purpose of providing necessary utility services to the Temporary Facility located within the Temporary Site. Lessee shall at all times during the Temporary Facilities Work, and until the Temporary Site is decommissioned, have access to the Temporary Site. Lessee shall solely be responsible for contracting for all utility services provided to the Temporary Site and shall pay all costs directly to the utility supplier. Following the completion of the Temporary Facilities Work sufficient to allow operations of the Temporary Facility, creation of the Temporary Access Areas and the establishment of temporary electrical and telephone service to the Temporary Site, Lessee will commence operations of the Temporary Facility from the Temporary Site.

1. Decommission Work. Lessee will notify Lessor in writing upon completion of the Temporary Facilities Work. Thereafter, Lessee shall, at its sole cost and expense, complete the Decommission Work. "**Decommission Work**" shall mean the work required to decommission, demolish and remove the remaining Lessee's Facility at the Premises, including, without limitation, the removal of antenna structures and footings, fixtures, and other improvements located on the Premises. Within sixty (60) days following Lessor's receipt of Lessee's notice of completion of the Temporary Facilities Work and a detailed, line item invoice, including any and all costs associated with the Temporary Facilities Work and the Decommission Work, Lessor shall pay to Lessee Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) as partial reimbursement for Lessee's costs and expenses incurred in the Temporary Facilities Work and the Decommission Work. Lessor's contribution to the Temporary Facilities Work, Decommission Work and Relocation Work shall be limited to the amount set forth herein.

2. First Stage Completion Dates. Lessee shall complete the Temporary Facilities Work and Decommission Work on or before the First Stage Guaranteed Completion Date, as the same may have been extended. Lessee shall promptly provide written notice thereof to Lessor upon completion of the Temporary Facilities Work and Decommission Work (the "**First Stage Actual Completion Date**").

b. Second Stage. The second stage shall be the installation of permanent equipment and facilities comprising Lessee's New Facility, at the New License Area, and termination and removal of Temporary Facilities at the Temporary Site. Lessor grants to Lessee and its employees, agents, contractors and customers (i) a non-exclusive right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, over, across, and

under any driveway, roadway, or unimproved portion of Lessor's Property extending from any adjacent public right of way to the New License Area ("**New Access Areas**"); and (ii) easements on, under, upon and across those portions of Lessor's Property reasonably necessary for the installation of utility wires, cables, conduits, and pipes for the sole and exclusive purpose of providing necessary utility services to Lessee's New Facility located within the New License Area ("**New Utility Areas**"). Lessee shall at all times during the Relocation Work, and thereafter, have access to the New License Area. Lessee shall solely be responsible for contracting for all utility services provided to the New License Area and shall pay all costs directly to the utility supplier.

1. Second Stage Completion Dates. Following the substantial completion of Lessee's New Facility at the New License Area sufficient to allow operations to commence at the New License Area, Lessee shall shut down operations of the Temporary Facility at the Temporary Site and cause each customer to commence communication operations from the New License Area. Lessee shall thereafter remove the Temporary Facility from the Temporary Site. Lessee shall complete Lessee's New Facility and terminate and remove its Temporary Facilities at the Temporary Site on or before the Second Stage Guaranteed Completion Date. Lessee shall promptly provide written notice thereof to Lessor upon completion of the Relocation Work and the removal of the Temporary Facilities from the Temporary Site ("**Second Stage Actual Completion Date**").

iii. Survey. After completion of the Relocation Work, Lessee will promptly obtain a survey ("**Survey**") specifically describing the New License Area, New Access Area and the New Utility Areas. Lessor shall have fifteen (15) days from Lessor's receipt thereof to approve or reject the proposed Survey, which approval shall not be unreasonably withheld, conditioned or delayed. If Lessor has not provided any objection within fifteen (15) days of the date it is sent to Lessor, the Survey shall be deemed approved. If Lessor has provided an objection, the Parties shall confer in good faith to resolve any disagreement.

iv. Liens. Lessee shall cause the Temporary Facilities Work and the Relocation Work to be completed free of any mechanics or materialmen's liens.

v. Time is of the Essence. "**TIME IS OF THE ESSENCE**" with respect to all provisions of this Third Amendment. In the event either Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Party pursuant to this Third Amendment by reason of acts of God, delays by governmental entities, strikes, lockouts, unavailability of materials, delivery delays, unforeseeable underground conditions, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other Party (including such other Party's failure to make funds available as otherwise required herein in connection with the performance of such act), adverse weather conditions preventing the performance of work as certified to by an architect or engineer, casualty, war or other reason beyond such Party's reasonable control (each being a "**Force Majeure Event**"), then the time for performance

of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of either Party.

B. RENT. Notwithstanding any contrary provision of Section 4 of the Original Lease, Section 6 of the First Amendment, Section E of the Second Amendment, or otherwise in the Lease, effective upon the First Stage Actual Completion Date, the Annual Rent due shall be reduced to zero dollars (\$0) and no further monthly installments of Annual Rent shall be due.

C. NEW LICENSE AGREEMENT. In consideration of Lessee's agreement to relocate Lessee's Facility to the New License Area, Lessor shall enter into a new communications site license agreement with Lessee in the form attached hereto as Exhibit E, which shall include a new license term of fifty years ("**New License Agreement**"). The New License Agreement will be signed by the Parties at such time as the following occur:

1. Lessee has received all applicable Governmental Approvals for Lessee's New Facility at the New License Area, and is prepared to commence construction of Lessee's New Facility, and

2. Lessee has received approval from T-Mobile for the installation and operation of their equipment on Lessee's New Facility at the New License Area.

Provided that the conditions above have been fulfilled, Lessee shall execute the New License Agreement and deliver such copies to the Chief Real Estate Officer. The Chief Real Estate Officer, as County's designated representative, shall have authority to execute the New License Agreement on behalf of County, and shall do so within seven (7) days of receipt of such executed New License Agreement from the Lessee.

D. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR. Lessor represents, warrants and covenants to Lessee as follows:

1. Lessor is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

2. Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, would constitute a default by Lessee under the Lease.

E. NOTICES. Section 16 of the First Amendment and Section 16(c) of the Original Lease are hereby deleted in their entirety and the following is substituted in lieu thereof:

All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder or which are given with respect to this Lease ("**Notices**") shall be valid only if in writing and sent by registered or certified United States mail, return receipt requested, postage prepaid, or delivered by Federal Express or UPS courier service (or other nationally-recognized overnight delivery service), and shall be deemed delivered on the date of receipt as shown on the delivery certification or receipt or on the date receipt

is refused as shown on the records or manifest of the US. Postal Service or such courier. All Notices shall be addressed as follows.

To: Lessee

STC One LLC
c/o Crown Castle USA Inc.
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

To: County

County of Orange, CEO Real Estate
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer

F. COUNTERPARTS. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

G. FULL FORCE AND EFFECT. Wherever a conflict in the terms or conditions of this Third Amendment and the Lease exists, the terms or conditions in this Third Amendment shall prevail. In all other respects, the terms and conditions of the Lease not specifically changed by this Third Amendment, shall remain in full force and effect.

[Remainder of page intentionally blank. Signatures appear on the following pages.]

Attachment A - Third Amendment To Communications Site Ground Lease Agreement

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the day and year first above written.

Approved as to Form
Office of the County Counsel
Orange County, California

COUNTY

County of Orange,
a political subdivision of the state of California

By: DocuSigned by:
Michael Haubert 5/8/2026
7B5E2C12961F4B3...
Deputy _____ Date

By: _____
Chief Real Estate Officer
County of Orange, California
Pursuant to Minute Order of the Orange
County Board of Supervisors, dated as of

Lessee's signature page follows.

LESSEE:

STC ONE LLC, a Delaware limited liability company,
registered in California as
TOWER COMPANY ONE LLC

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company
Its: Attorney In Fact

DocuSigned by:
Amanda Gray
By: A248588D16BC4ED...
Name: Amanda Gray
Title: Manager Real Estate

EXHIBIT D

APPROXIMATE DEPICTION OF THE CURRENT PREMISES, TEMPORARY SITE, AND
NEW LICENSE AREA

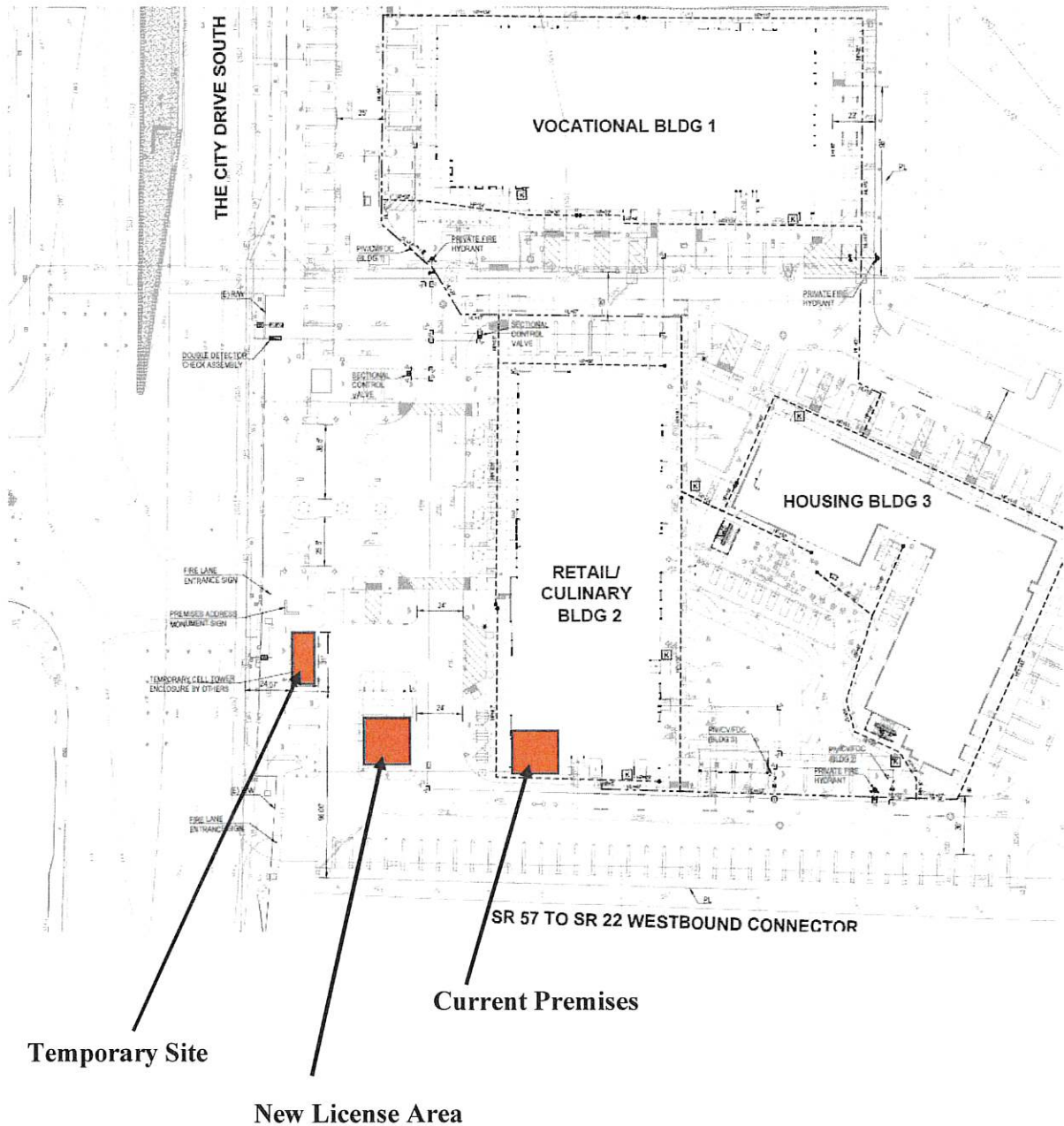


EXHIBIT E

NEW LICENSE AGREEMENT



CEO/RLC/CEO-025-007
Tower Company One, LLC
595 The City Drive South
Orange, CA 92868

COMMUNICATIONS SITE LICENSE

THIS COMMUNICATIONS SITE LICENSE (“**License**”) is made _____, 2026, (“**Effective Date**”) by and between the COUNTY OF ORANGE, a political subdivision of the state of California (“**County**” or “**Licensor**”) and STC ONE LLC, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC, by and through its Attorney In Fact, Global Signal Acquisitions III LLC, a Delaware limited liability company (hereinafter referred to as “**Licensee**”). County and Licensee are at times jointly referred to hereinafter as the “**Parties**” or individually as the “**Party**.”

1. DEFINITIONS (PMCLA2.1 S)

The following words in this License have the significance attached to them in this Clause unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**County**” means the County, County Executive Office of the County of Orange, or designee, or upon written notice to Licensee, such other person or entity as shall be designated by the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office of the County of Orange, or designee, or upon written notice to Licensee, such other person or entity as shall be designated by the Board of Supervisors.

“**Risk Manager**” means the Manager of the County Executive Office, Risk Management, or upon written notice to Licensee, such other person, or entity as shall be designated by the County Executive Officer.

2. LICENSE AREA (PMCLA3.1 N)

Subject to the terms and conditions in this License, County licenses to Licensee certain real property consisting of approximately seven hundred twenty-nine (729) square feet (“**License Area**”) as more particularly described in Exhibit A, and depicted in Exhibit B, both of which exhibits are attached hereto and by this reference made a part hereof. Said License Area is situated within County’s larger property commonly known as 561 The City Drive South, Orange, CA 92868. As used hereinafter “**County Property**” shall mean the County-owned property immediately surrounding the License Area. The Parties understand and acknowledge that County Property will be used for the development and operation of a Workforce Reentry Center called

Common Good (the “**Project**”). Licensee acknowledges receipt of site plans for the Project, including the following plans and drawings (collectively, “**Project Plans**”):

- i. 25_0221 OCWRE_100% DD_Drawings
- ii. 25_1017 Common Good_Fire Master Plans
- iii. 25_1017 Common Good_Demolition Plans
- iv. 25_1017 Common Good_Fire Underground Plans
- v. 25_1017 Common Good_Rough Grading Plans
- vi. 25_1212 Common Good_Plan Check_Drawings_Full Set

3. LIMITATION OF THE LICENSE (PMCLA5.1 S)

This License and the rights and privileges granted Licensee in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record that existed prior to the Effective Date of this License.

Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to Licensee of rights in the License Area which exceed those owned by County, or any representation or warranty, either express or implied, relating to the nature or condition of the License Area or County’s interest therein. Except as may be specifically and explicitly provided otherwise in this License, County makes no warranties or representations whatsoever about the condition of the License Area, or its fitness or suitability for Licensee’s use. Licensee expressly warrants and represents to the County that Licensee or its agent has inspected the License Area and County’s Property and accepts the License Area in its present “**AS-IS**” and “**WITH ALL FAULTS**” condition.

Licensee expressly acknowledges and agrees that neither County nor its agents has or have made any warranties, representations or promises to Licensee or its agents about County’s Property, in whole or in part, the License Area, in whole or in part, or any aspect about County’s Property or the License Area including without limitation any structures or improvements, utilities or Hazardous Materials.

Pursuant to California Civil Code §1938, and to the extent applicable to this License, County 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.

4. USE (PMCLB1.1 S)

A. Allowed Use. Licensee’s use of the License Area shall be limited to the right to construct, maintain, secure and operate a communications facility for wireless service, including commercial mobile radio service or personal wireless service. This includes constructing, maintaining, securing, and operating required antennas and antenna support structures, generators, radios, transmitters, equipment shelters or cabinets, utility lines, and meters (“**Communication Facilities**”) and for uses reasonably necessary to the permitted uses, but for no other uses.

All Communication Facilities constructed or placed by or on behalf of Licensee in, on, over, under or upon the License Area within the License Area shall be deemed to belong to Licensee (“**Licensee’s Facilities**”). An itemized list and description of all Communication Facilities constructed or placed within the License Area shall be attached hereto through an amendment to this License executed by the Parties and by this reference made a part hereof as Exhibit C. A site plan of such Communication Facilities shall be attached hereto through an amendment to this License executed by the Parties and by this reference made a part hereof as Exhibit D. Such exhibits shall be deemed to be the approved Communications Facilities/Licensee’s Facilities.

B. Vehicle/Equipment Parking. Neither Licensee nor any of Licensee’s employees, agents, independent contractors or invitees (hereinafter “**Licensee Party or Licensee Parties**”) shall park any vehicle or equipment on the License Area or County Property without Licensee or a Licensee Party being physically present on the License Area or County Property. Subject to the County’s reasonable rules, County shall permit Licensee and Licensee Parties to park vehicles and equipment on County Property as necessary and consistent with the authorized use. However, under no circumstances shall any vehicle or equipment be parked on the License Area or County Property for more than eight (8) consecutive hours in any twenty-four (24) hour-period without the Chief Real Estate Officer’s prior written approval through Orange County’s Property Permits process, and issuance of a County Property Permit (“**CPP**”) therefor, with payment of normal processing fees therefor. Notwithstanding the foregoing, County shall provide non-exclusive access to Licensee and Licensee Parties over and through County Property to the License Area twenty-four (24) hours a day, seven (7) days a week. Licensee shall not, nor shall any Licensee Party, park any vehicles or equipment on any part of the Access Way (as defined below), nor shall Licensee or any Licensee Party place any barriers or structures on the Access Way without the County’s prior written approval through the County’s Property Permit department with payment of normal processing fees therefor. Any vehicles and/or equipment parked or placed on the Access Way in violation of the terms hereof, may be towed or removed at Licensee’s expense, at the sole discretion of the County, and without prior notice to Licensee.

C. Utility Easement Area. Licensee’s use of the License Area shall include the non-exclusive right to install, replace, remove, operate, use and maintain utility wires, lines, cables, fiber, conduits and pipes (collectively, “**Utility Facilities**”) on, under, over and across County Property from the applicable utility provider’s access point to the License Area and in the general area depicted on Exhibit B, as deemed necessary by the applicable utility provider (the “**Utility Easement Area**”). All Utility Facilities within the Utility Easement Area shall be installed, operated, used and maintained in accordance with applicable laws, including local codes and ordinances. During the period of installation, maintenance, repair, removal or replacement of Utility Facilities by Licensee within the Utility Easement Area, Licensee shall have the non-exclusive right to use, as temporary easement areas, those portions of County’s Property immediately adjacent to the Utility Easement Area as may be reasonably necessary for such work. Licensee shall, at its sole cost and to the satisfaction of the Chief Real Estate Officer, repair any damage to County’s Property, excluding normal wear and tear, caused by Licensee or any Licensee Party to comparable condition as existed prior to such damage. In addition to the terms and conditions in this License, the County may impose reasonable rules and regulations pertaining to the manner in which Licensee is permitted to exercise its rights within the Utility Easement Area and any such temporary easement areas, including, without limitation, rules and regulations: (i) necessary to secure County’s Property; (ii)

necessary to ensure access to County's Property by other users authorized by County; and (iii) necessary to maintain the safety of pedestrians and the traveling public on and around County's Property; provided, however, that such rules and regulations shall not materially impair Licensee's rights granted under this paragraph.

D. Access Way. Licensee's use of the License Area shall include the non-exclusive right to use the "Access Way," delineated on Exhibit B, for ingress and egress to the License Area. Licensee shall, at its sole cost and to the satisfaction of the Chief Real Estate Officer, repair any damage to the Access Way, excluding normal wear and tear, caused by Licensee nor any Licensee Party to comparable condition as existed prior to such damage. Unless otherwise posted, Licensee shall restrict vehicular speeds on and over the Access Way to a maximum speed of ten (10) miles per hour.

In addition to the terms and conditions in this License, the County may impose reasonable rules and regulations pertaining to the manner in which Licensee is permitted to use the Access Way, including, without limitation, rules and regulations: (i) for the locations in which Licensee, and Licensee Parties may park vehicles and equipment on the Access Way; (ii) necessary to secure County's Property; (iii) necessary to ensure access to County's Property by other users authorized by County; and (iv) necessary to maintain the safety of pedestrians and the traveling public on and around County's Property. Should the County issue to Licensee any keys or codes necessary to access the License Area via the Access Way, Licensee agrees that it shall safeguard and not share such keys or codes with others.

E. No Signs. Licensee acknowledges and agrees that its rights under this License 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, except signs that may be required under applicable laws for site identification and/or public health and safety reasons, and except as required under Clause 18 (MAINTENANCE OBLIGATIONS) of this License.

F. No Other Use. Licensee agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area, other than is outlined in this Clause 4, and Licensee agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, or to commit any waste within the License Area.

The use of the License Area or Access Way for any unauthorized, illegal or non-permitted purpose shall constitute a default of this License.

G. Operations. Licensee shall at all times conduct all operations in, on, over, or about the License Area in a safe and responsible manner. Prior to the Commencement Date, as defined hereinbelow, Licensee shall provide to the County copies of applicable Federal Communications Commission ("FCC") certifications required for Licensee's operations on the License Area.

H. Permits and Licenses. Prior to any construction or operations being performed on or within the License Area by Licensee or caused to be performed by or on behalf of Licensee, Licensee shall be required to obtain any and all approvals, permits and/or licenses which may be required from any governmental agency with jurisdiction over the License Area or Communication Facilities in

connection with any activities conducted within the License Area as set out herein. Licensee shall make copies of such permits or other regulatory approvals available to the County for inspection upon the County's request. No permit, approval, or consent given hereunder by County, in its governmental capacity, shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by County, as a Party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

I. Compliance with Regulatory Authority. Licensee agrees no improvements, facilities or equipment shall be erected, placed upon, operated, or maintained within the License Area, nor shall any business or operations be conducted or carried on, therein or therefrom, in violation of the terms of this License, or in violation of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction, including, but not limited to the FCC and the FAA.

Licensee shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the License Area, which arise from Licensee's use of or performance of any activities permitted to be conducted in, on, over, or across the License Area.

5. LICENSE TERM (PMCLB2.1 N)

The term ("**Initial Term**") of this License shall be ten (10) years, commencing on the first day of the first full calendar month following the date that T-Mobile is installed and operating from the License Area ("**Commencement Date**").

Licensee is hereby granted four (4) separate consecutive options of ten (10) years each (each an "**Extension Term**" and together with the Initial Term, the "**Term**") to extend the Initial Term. Provided Licensee is not then in default of any term of this License, Licensee may exercise each option to extend this License for an Extension Term by giving the County written notice of Licensee's intention to do so at least ninety (90) days prior to the expiration date of the Initial Term or Extension Term then in effect.

6. TERMINATION (PMCLB3.1 N)

This License may be terminated by Licensee due to an uncured Event of Default as set forth in Clause 30 (EVENTS OF DEFAULT AND REMEDIES), below. Such termination shall not relieve Licensee from any of its obligations under this License, including, but not limited to its obligations to remove Licensee's Facilities as set forth in Clause 16 (OWNERSHIP OF IMPROVEMENTS) and any other obligations or performances that survive the termination or expiration of this License or would naturally become due only after the termination or expiration of this License.

7. LICENSE FEE (PMCLC1.1 N)

Upon the Commencement Date of this License and on or before the first day of each month thereafter unless this License is terminated or otherwise expires, Licensee agrees to pay to

County as a monthly license fee for the License Area the following sums during the Term (Years 1-50) (“License Fee”):

<u>License Year</u>	<u>Monthly License Fee</u>	<u>License Year</u>	<u>Monthly License Fee</u>
1	\$1,250	26	\$2,617
2	\$1,288	27	\$2,696
3	\$1,326	28	\$2,776
4	\$1,366	29	\$2,860
5	\$1,407	30	\$2,945
6	\$1,449	31	\$3,034
7	\$1,493	32	\$3,125
8	\$1,537	33	\$3,219
9	\$1,583	34	\$3,315
10	\$1,631	35	\$3,415
11	\$1,680	36	\$3,517
12	\$1,730	37	\$3,623
13	\$1,782	38	\$3,731
14	\$1,836	39	\$3,843
15	\$1,891	40	\$3,958
16	\$1,947	41	\$4,077
17	\$2,006	42	\$4,200
18	\$2,066	43	\$4,326
19	\$2,128	44	\$4,455
20	\$2,192	45	\$4,589
21	\$2,258	46	\$4,727
22	\$2,325	47	\$4,868
23	\$2,395	48	\$5,014
24	\$2,467	49	\$5,165
25	\$2,541	50	\$5,320

In the event the obligation to pay the License Fee commences or terminates on some date other than the first or last day of the month, respectively, the License Fee shall be prorated on the basis of a thirty (30) day month to reflect the actual period of tenancy.

8. LICENSE FEE PAYMENT PROCEDURE (PMCLC6.1 S)

License Fee and other payments due under this License shall be delivered to:

County of Orange
County Administration North
CEO Fiscal Services
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701

The designated place of payment may be changed at any time by the County upon ten (10) days' written notice to Licensee. License Fee payments made by check are to be made payable to "County of Orange." Licensee assumes all risk of loss if payments are made by mail.

All sums due under this License shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Licensee or receipt by County of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and County shall accept such check or payment without prejudice to County's right to recover the balance of the amount due or pursue any other remedy in this License.

9. CHARGE FOR LATE PAYMENT (PMCLC7.1 S)

Licensee hereby acknowledges that the late payment of the License Fee or any other sums due hereunder will cause County to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment of the License Fee as specified in the Clause 7 (LICENSE FEE/ADMINISTRATIVE FEE) of this License or of any other sum due County is not received by County by the due date, a late charge of four percent (4%) of the payment due and unpaid plus One Hundred Dollars (\$100.00) shall be added to the payment, and the total sum shall become immediately due and payable to County. An additional charge of four percent (4%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

Licensee and County hereby agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Licensee's late payment. Acceptance of such late charges (and/or any portion of the overdue payment that is less than full payment) by County shall in no event constitute a waiver of Licensee's default with respect to such overdue payment, or prevent County from exercising any of the other rights and remedies granted hereunder.

Notwithstanding anything in this License to the contrary, prior to assessing or imposing any late charge against Licensee, County shall give Licensee written notice of the applicable payment default and an opportunity to cure the same within ten (10) business days after Licensee's receipt of such notice; provided, however, that Licensee shall be entitled to such notice and cure right no more than two (2) times during any rolling twelve (12)-month period.

10. SECURITY DEPOSIT (PMCLC9.1 S) – *Intentionally Omitted*

11. REMOVAL BOND (N)

On or before the Commencement Date, Licensee shall obtain a faithful performance bond, in an amount of Seventy Thousand Dollars (\$70,000.00) from a bond company duly licensed to do business in California in favor of County (the "Bond"). The Bond shall secure Licensee's removal of its Communication Facilities from the License Area following the expiration or earlier termination of the License and restoration of the License Area to the condition it existed prior to the Commencement Date, reasonable wear and tear excepted. The Bond shall be maintained in force by Licensee throughout the Term. Licensee agrees to deliver to County a copy of the Bond prior to commencement of construction activities on the License Area.

Licensee agrees to notify the County of any name or address change, asset transfer, assignments or other such change related to the bonding institution issuing such Bond. In the event the Bond should expire, become invalid or for any reason no longer be negotiable by the County, Licensee shall within sixty (60) days after written notice from the County that the Bond is no longer negotiable, replenish or replace the Bond to maintain it at amounts as herein required. Failure to do so shall be deemed a default of this License.

All or a portion of the Bond shall be available unconditionally to the County for payment of expenses incurred by County as a result of the failure of Licensee, its successors or assigns, to faithfully perform all terms, covenants, and conditions pertaining to the removal of all improvements, facilities, equipment, material, debris and Licensee Facilities from the License Area and the restoration of the License Area as provided in said Clause 16 (OWNERSHIP OF IMPROVEMENTS) of this License.

The Bond, less any amount due County, as the case may be, shall be rebated, reassigned, released, or endorsed by the County to Licensee or order, as applicable, within the later of thirty (30) days following the expiration or sooner termination of this License, or satisfactory removal of all improvements, facilities, equipment, material, debris and Licensee Facilities from the License Area and the restoration of the License Area as provided in said Clause 16 (OWNERSHIP OF IMPROVEMENTS) of this License.

12. CONSTRUCTION AND/OR ALTERATIONS BY LICENSEE (N)

A. Modifications and Improvements. Licensee shall have the right, without County's consent or approval, to modify, alter, add to, replace, remove, repair and maintain the Communications Facilities installed by or on behalf of Licensee within the License Area, provided that all such work shall be performed in accordance with the terms and conditions of this License and applicable laws, including local codes and ordinances. County shall, at no expense to County, reasonably cooperate with Licensee in Licensee's processing and obtaining of permits, approvals and authorizations required by applicable governmental authorities in connection with any such modification, alteration, addition, replacement, repair, maintenance or improvement of the Communications Facilities, including, without limitation, executing permit applications, owner authorizations and similar documents reasonably required in connection therewith.

B. Inspection, Repair and Maintenance. Should it be necessary for Licensee to conduct any demolition, inspection, repair or maintenance activities requiring the disturbance of the surface of the License Area or requiring the use of any specialized vehicles or equipment, including but not limited to haulers or cranes, within, over, under or about the License Area subsequent to the completion of the initial installation of Licensee's Facilities, Licensee agrees to notify the County in writing thirty (30) days in advance of such planned activities, obtain the County's written approval of all plans, and obtain a County Property Permit ("**CPP**") through County's Property Permit department with payment of normal processing fees therefor, prior to commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation. However, Licensee shall notify the County within five (5) days following commencement of any emergency repair work, and if so requested by the County, Licensee shall secure a permit through County's Property Permit department for the purpose of documenting the emergency work.

Excavation, grading or construction activities shall comply with all applicable recommendations in all of the following reports (collectively, "**Site Reports**") and Licensee hereby acknowledges receipt of the following Site Reports (all of which have been delivered to Licensee):

- i. Geotechnical Exploration Report which was prepared by Verdantas Inc., titled *Geotechnical Exploration Report Proposed Workforce Reentry Center 591 The City Drive South City of Orange, California (Geotechnical Exploration Report) (August 7, 2024); and Addendum to Geotechnical Exploration Report (December 20, 2024);*
- ii. Limited Phase II Environmental Site Assessment which was prepared by Ninyo & Moore, titled *Limited Phase II Environmental Site Assessment, Workforce Reentry Center, 561 The City Drive South (March 28, 2025);*
- iii. Soil Management Plan which was prepared by Ninyo & Moore, titled *Soil Management Plan, Workforce Reentry Center, 561 The City Drive South (December 6, 2024);* and
- iv. Human Health Risk Assessment (HHRA) which was prepared by Ninyo & Moore, titled – *Technical Memorandum - Human Health Risk Assessment Report and Vapor Intrusion Mitigation Recommendation (April 1, 2025)*

The County's approval of Licensee's demolition, construction, installation, repair and/or maintenance plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. County shall not be responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of Licensee's construction and/or maintenance plans. The County will rely on the professional expertise of the Engineer of Record when approving Licensee's construction, modification, and/or maintenance plans.

C. Use of County's Property Outside of License Area. In the event any of Licensee's construction activities, including those activities resulting from damage to or destruction of Licensee's Facilities, necessitate temporary use of County Property outside of the License Area ("**Temporary County Property**"), including areas adjacent to the License Area reasonably necessary for construction, installation, maintenance, repair, replacement, restoration, removal, or related access and staging, Licensee shall submit a written request to County identifying the area needed and the purpose and anticipated duration of such use. County shall approve or deny such request in writing

within fifteen (15) business days after County's receipt thereof. If County fails to respond in writing within such fifteen (15) business day period, County's approval shall be deemed given, and Licensee may proceed with the requested temporary use without the need for a separately executed Temporary Construction Easement or other comparable instrument, subject to the terms and conditions of this License and applicable laws, including local codes and ordinances. If County timely approves such request, Licensee may use the identified Temporary County Property pursuant to a Temporary Construction Easement or such other comparable instrument reasonably acceptable to County and Licensee, if required by County; provided that County shall not unreasonably withhold, condition or delay such approval or the execution of such instrument. No additional consideration, fee or charge shall be payable by Licensee for any temporary use permitted under this paragraph, it being acknowledged by County that such temporary use is included within the rights granted under this License and the License Fee payable hereunder.

D. Strict Compliance with Plans and Specifications. All modifications or improvements constructed by Licensee within the License Area shall be constructed in strict compliance with detailed plans and specifications approved in writing by the County. Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing, installing, modifying or repairing any Communications Facilities, or in conducting any other work within the License Area and License shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the License Area.

E. County's Cooperation. County agrees to reasonably cooperate with Licensee with respect to obtaining, at Licensee's sole cost and expense, zoning approvals and documents required by any governmental authority, in connection with the development or construction of Communication Facilities on the License Area necessary to operate a telecommunications facility thereon.

F. License Modification. Within thirty (30) days following completion of any modifications, replacement, reconfiguration of, or additions or upgrades to any of Licensee's Facilities, including, but not limited to, equipment, facilities or improvements in, on, over, across, under or through the License Area, occurring after the Commencement Date of this License, Licensee shall furnish the County with an updated itemization and description of all Licensee Facilities in the License Area. Upon the County's concurrence as to the accuracy of such list, the Parties agree by letter of agreement to modify this License to substitute revised Exhibits C and D to this License, and if applicable, the Parties agree to formally amend this License in the event the change in equipment, facilities or improvements, and/or a change in the License Area result in a change in the License Fee to be paid to County by Licensee.

13. LICENSEE'S ASSURANCE OF CONSTRUCTION COMPLETION (PMCLD3.2 S) –

Intentionally Omitted

14. MECHANICS LIENS OR STOP NOTICES (PMCLD4.1 N)

Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing, constructing and installing any and all Licensee Facilities with the License Area. Except to the extent caused by the negligence or willful misconduct of

County, Licensee shall at all times indemnify and save County harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with the construction, repair, alteration, or installation of any Licensee Facilities within the License Area by or on behalf of Licensee, and from the cost of defending against such claims, including reasonable attorney fees and costs.

In the event a lien or stop notice is imposed upon the License Area as a result of any construction, repair, alteration, or installation activities thereon, Licensee shall either:

- A. Record a valid Release of Lien, or
- B. Procure and record a bond in accordance with Clause 8424 of the Civil Code, which frees the License Area from the claim of the lien or stop notice and from any action brought to foreclose the lien.

Should Licensee fail to accomplish either of the two optional actions above within thirty (30) days after its receipt of notice of the filing of such lien or stop notice, County shall have the right (but not the obligation), in addition to any other rights or remedies available under this License, to cause such lien or stop notice to be released, bonded around, or otherwise satisfied, and Licensee shall reimburse County, upon demand, for all sums paid by County in connection therewith, together with any reasonable costs and expenses incurred by County in connection therewith.

15. "AS BUILT" PLANS AND EQUIPMENT IDENTIFICATION (PMCLD5.1 S)

A. "As Built" Plans. Within sixty (60) days following completion of any substantial improvement within the License Area, Licensee shall furnish to the County a complete set of "As Built" plans.

B. Completion of Exhibit C and Exhibit D. Within thirty (30) days of completion of construction of Licensee's Facilities, Licensee shall provide the County with (i) an itemized list of the Communication Facilities constructed or placed within the License Area and (ii) the plans and specifications for such communication facilities. Upon approval of such itemized list and the plans and specifications by the County, the list of Communication Facilities shall be deemed Licensee's Facilities and incorporated into this License as Exhibit C through an amendment to this License executed by the Parties, and the plans and specifications shall be incorporated herein as Exhibit D through an amendment to this License executed by the Parties.

16. OWNERSHIP OF IMPROVEMENTS (PMCLD6.1 S)

County agrees and acknowledges that all Licensee's Facilities and all personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the term of this License, subject to the provisions of Clause 12 (CONSTRUCTION AND/OR ALTERATIONS BY LICENSEE) of this License, whether or not said items are considered fixtures and attachments to real property under applicable laws.

Licensee, at its sole cost and expense, shall prior to the expiration or sooner termination of this License, remove all Licensee's Facilities from the License Area, including but not limited to any Communication Facilities, footings, foundations, equipment, conduits, fixtures and all personal

property. Notwithstanding the foregoing, Licensee shall only be required to remove any footing segments or foundations within a depth of six (6) feet below grade level and may abandon utility lines and conduits in place. Licensee, at its sole cost and expense, shall repair and restore any damage to the License Area and/or any damage to County's Property caused by such removal. Such repair and restoration shall include, but not be limited to restoring the License Area to a condition level with County's Property immediately surrounding the License Area, backfilling and compacting any excavated area to a minimum of 90% compaction or to a lesser percentage as may be approved by the County, and at the County's request, resurfacing the License Area with material, and if applicable, landscaping equal to the ground covering material on County's Property surrounding the License Area.

17. UTILITIES (PMCLE3.1 S)

Licensee shall install, or cause to be constructed or installed, all utility facilities required by Licensee within the License Area. All such utilities, including but not limited to electricity, gas and telephone, shall be separately metered and charged directly to Licensee. Licensee shall be responsible for and pay directly to the utility service provider, prior to delinquency, all charges for utilities supplied to the License Area.

Should any utility service provider require an easement in order to provide necessary and reasonable service to the License Area, County may grant such easement provided the County in his or her sole and absolute discretion determines that the grant of such easement will not unreasonably interfere with County's Property and/or operations in, on, or about the License Area. In addition to the land value for any such easement, County shall require a minimum deposit of Five Thousand Dollars (\$5,000.00) for each easement request to cover administrative costs associated with the preparation and grant of such easement. The easement administrative fee shall be made in the form of a check made payable to County of Orange. Any residual balance of such easement administrative costs shall be applied to License Fee due under this License. Licensee shall be invoiced for any easement administrative costs exceeding \$5,000, which invoice shall be due and payable within thirty (30) days of billing.

18. MAINTENANCE OBLIGATIONS OF LICENSEE (PMCLE2.1 N)

Licensee shall, at no cost to County and to the reasonable satisfaction of the County, keep and maintain the License Area and all Licensee's Facilities of any kind which may be erected, installed, or made thereon in good, clean and safe condition, free of graffiti or litter and in substantial repair and shall at all times conduct all operations thereon in a safe, competent, responsible and efficient manner comparable to other well-managed operations of a similar type.

Licensee shall retain active, qualified, competent and experienced personnel to service Licensee's operation and to represent and act for Licensee. Licensee shall also clearly display on the outside of Licensee's Facilities, signage noting Licensee's emergency contact telephone number available 24 hours a day, seven (7) days a week.

County shall have the right to enter upon and inspect the License Area for cleanliness and safety following forty-eight (48) hours' prior notice to Licensee, and shall be accompanied by an authorized representative of Licensee. In the event of an emergency, County shall have the right

to enter the License Area without such forty-eight (48) hours' notice and without an authorized representative of Licensee being present; provided, however, that County shall endeavor to contact Licensee prior to any such entry, and if County is unable to contact Licensee prior to such entry, County shall promptly notify Licensee of such entry in writing or telephonically as soon as practicable thereafter. If, under such emergency circumstances, Licensee is not present to open the License Area, County may enter by reasonable means. Notwithstanding anything to the contrary in this License, in no event shall County or any of County's agents, employees, contractors or representatives touch, operate, adjust, disconnect, move, alter, modify, repair, remove or otherwise interfere in any manner with the Communications Facilities, except solely to the minimum extent reasonably necessary in response to an emergency condition posing an imminent threat of bodily injury or death. County shall have no right to access, use, or manipulate the Communications Facilities for purposes of inspection, maintenance, repair, or troubleshooting. County shall immediately cease any contact with or interference with the Communications Facilities once Licensee is reached and is able to respond to the emergency condition, and County shall thereafter allow Licensee and Licensee Parties to access the License Area and address the emergency condition. County shall indemnify, defend and hold harmless Licensee and Licensee Parties from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) arising from or related to County's entry upon the License Area or County's exercise of rights under this Clause 18, including any damage to the Communications Facilities or interruption of Licensee's operations caused by County or any of County's agents, employees, contractors or representatives; provided, however, that the foregoing indemnity shall not apply to the extent caused by the negligence or willful misconduct of Licensee or any Licensee Party. County's actions under this Clause 18 shall not constitute a forcible entry, an actual or constructive eviction, or otherwise relieve Licensee of any obligation with respect to making any repair, replacement, or improvement or complying with any law, order, or requirement of any governmental or other authority. No provision of this Clause 18 shall be construed as obligating County to perform any maintenance, repairs, alterations or improvements.

19. DAMAGE TO OR DESTRUCTION OF FACILITIES/PROPERTY (PMCLE4.2 S)

A. Licensee's Facilities. In the event of damage to or destruction of Licensee Facilities located within the License Area or in the event Licensee Facilities located within the License Area are declared unsafe or unfit for use for the purposes required by this License by a public entity with the authority to make and enforce such declaration, Licensee shall, within thirty (30) days following notice from the County or by the date given by any such governing entity, whichever first occurs, and subject to the provisions of Clause 12 (CONSTRUCTION AND/OR ALTERATIONS BY LICENSEE) of this License, commence and diligently pursue to complete the repair, replacement, or reconstruction of the damaged or destroyed improvements to the same size, condition and configuration as existed immediately prior to the event causing the damage or destruction, as necessary to permit full use of the License Area for the purposes permitted under this License. During such time as the License Area is declared unsafe or unfit for use, Licensee shall not conduct any business operations within the License Area. During such repair, replacement, or reconstruction, Licensee, in the reasonable discretion of the County, may be required to provide additional insurance.

B. County's Property. Licensee shall, subject to the provisions of Clause 12 (CONSTRUCTION AND/OR ALTERATIONS BY LICENSEE) of this License, promptly, and at its sole cost and expense, repair or replace any County-owned property, facilities, landscaping, equipment or improvements located on, under, over, within or about the License Area or on County's Property that is/are damaged or destroyed by Licensee or a Licensee Party in the exercise of Licensee's rights hereunder. Such repair or restoration shall be to approximately the same workmanship and condition as existed prior to such damage or destruction. If Licensee fails to perform any such repair or restoration within thirty (30) days following written notice from the County to Licensee, or as such repair or restoration period may be extended in writing by the County, County may have the necessary repair or restoration made and the cost thereof, including but not limited to the cost of labor, materials, and equipment and a fifteen percent (15%) administration fee of such costs, shall be paid by Licensee within thirty (30) days following receipt of a statement and reasonable supporting documentation of said cost from the County. Notwithstanding the foregoing, Licensee shall have an extended period as may be required beyond the thirty (30) day repair or restoration period to make any repair(s) or restoration(s) if the nature of the repair(s) or restoration(s) is such that it reasonably requires more than thirty (30) days to repair or restore, and Licensee commences the repair(s) or restoration(s) within the thirty (30) day repair or restoration period and diligently pursues the repair(s) or restoration(s) to completion. County may not maintain any action or effect any remedies for default against Licensee unless and until Licensee has failed to complete the repair(s) or restoration(s) within the time periods provided in this Clause. Thereafter, the County may, at the County's option, choose other remedies available herein, or by law.

20. INSURANCE (PMCLE5.1 S)

Licensee agrees to carry all required insurance at Licensee's expense and provide to the County current Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this License have been complied with. Licensee shall keep such insurance coverage current, provide Certificates of Insurance and endorsements to the County during the entire term of this License. Licensee shall deposit the Certificate of Insurance with CEO Real Estate, consistent with the Notice clause, through electronic correspondence on or before the Effective Date of this License and annually throughout the Term, as necessary to: insurance.ceore@ceo.oc.gov.

Licensee agrees that Licensee shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a Certificate of Insurance and necessary endorsements or, in the interim, an official binder being in the possession of County. In no cases shall assurances by Licensee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. County will only accept valid Certificates of Insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Licensee also agrees that upon cancellation, termination, or expiration of Licensee's insurance, County may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the County reinstates the License.

If Licensee fails to provide County with a valid Certificate of Insurance and endorsements, or binder at any time during the term of the License, County and Licensee agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been

sent to Licensee, said material breach shall permit County to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and Licensee's employees and agents, from entering the License Area until such time as County is provided with adequate evidence of insurance required herein. Licensee further agrees to hold County harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the County's action.

Licensee may occupy the License Area only upon providing to County the required insurance stated herein and carry such insurance for the entire term of this License. County reserves the right to terminate this License at any time Licensee's insurance is canceled or terminated and not reinstated within ten (10) business days of said cancellation or termination. Licensee shall pay County a fee of One Thousand Dollars (\$1,000.00) for processing the reinstatement of the License. Licensee shall provide to County immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of Licensee pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for Licensee. Licensee shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the County from the Licensee under this License. It is the obligation of the Licensee to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by Licensee through the entirety of this License and be available for inspection by a County representative at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars (\$50,000.00) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Licensee. If Licensee is self-insured, Licensee will indemnify and defend County for any and all claims resulting or arising from Licensee's use of the License Area, services, or other performance in accordance with the indemnity provision stated in this License.

Failure to maintain insurance in accordance with this Section for the full term of this License shall be a default under the terms of this License.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Licensee shall provide the minimum limits

and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees, and agents* as Additional Insureds. Blanket coverage may also be provided which will state- *As Required by Written Contract*.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Licensee's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents.*** Blanket coverage may also be provided which will state- ***As Required by Written Contract.***

All insurance policies required by this license shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County's financial interest when applicable.

Licensee shall provide thirty (30) days prior written notice of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the License according to Clause 30 (EVENTS OF DEFAULT AND REMEDIES) of this License.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

County expressly retains the right to require Licensee to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Licensee in writing of changes in the insurance requirements. If Licensee does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to Licensee, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Licensee's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

21. ASSIGNING (PMCLE7.5 S)

Any mortgage, pledge, hypothecation, encumbrance, transfer, or assignment (hereinafter in this Clause referred to collectively as "**Assignment**") of Licensee's interest in the License Area, or any part or portion thereof without the prior written approval of the County is prohibited. The County may reasonably withhold and/or condition such approval, taking into account the nature and scope of the request by Licensee. Any attempted Assignment, without such prior written approval, shall be null and void and shall confer no right, title, or interest in or to this License. A Co-Location pursuant to Clause 22 (CO-LOCATION), as defined therein, shall not be considered an Assignment pursuant to this Clause and shall governed by Clause 22, exclusively.

Notwithstanding the foregoing, however, this License or Licensee's interest in the License Area may be sold, assigned or transferred by the Licensee without any approval or consent of the County, to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the License Area is located by reason of a merger, acquisition or other business reorganization on condition that within forty-five (45) days following such transfer, Licensee (a) provides the County with written notice of the transfer setting forth the name, address and contact information of the transferee, and the effective date of such transfer; and (b) submits to the County a copy of the document by which such transfer was effected. Assignments not requiring County's approval or consent do not apply to specialized purpose entities created solely to hold the License and become acquired or merged into a third party.

No change of stock ownership or control of Licensee shall constitute an assignment hereunder. In the event of any such sale, assignment or transfer, Licensee shall notify the County in writing at least thirty (30) days in advance of the sale, assignment or transfer and shall include in such writing an explanation of such sale, assignment or transfer and how it complies with the terms of this paragraph, including evidence to support such contentions (i.e., evidence that an entity is an affiliate of Licensee). Non-compliance with this notice provision shall be considered a material default under this License.

22. CO-LOCATION (PMCLE9.1 S)

A. Licensee's Option. Licensee may, subject to the prior written approval of the Chief Real Estate Officer, which approval shall not be unreasonably withheld, delayed and/or conditioned, enter into a sublicense, license or other agreement ("**Co-location Agreement**") with a third party (hereinafter "**Co-locator**") for the installation and operation of Co-locator's equipment or services on Licensee's Facilities, conditioned on the following, which shall apply for each co-location:

1. Plan Review. Licensee shall:

- a. Review Co-locator's proposed plans and specifications for utility requirements, transmitting/receiving signals and/or other equipment proposed to be installed on Licensee's Facility and ensure that any proposed co-location does not interfere with, disrupt or impair the quality of communication operations currently permitted within the License Area or elsewhere on County's Property;
- b. Require Co-locator to provide an intermodulation report demonstrating that the proposed co-location will not interfere with other communications systems then existing on the License Area or elsewhere on County's Property, including without limitation any County's communication systems;
- c. Require Co-locator to comply with all radiofrequency safety regulations of the FCC in accordance with Clause 23 (COMMUNICATIONS FACILITY OPERATIONS) of this License;
- d. With respect to any construction-related activities proposed by Co-locator, require Co-locator to comply with all construction-related provisions of this

License, including, but not limited to the provisions set forth in Clauses 12 through 15. (Under no circumstance shall Co-locator be permitted to add any equipment or commence any construction within the License Area until a fully executed copy of the Co-location Agreement between Licensee and Co-locator has been presented to the County.); and

e. Within forty-five (45) days after equipment activation, demonstrate compliance with all FCC safety regulations, and upon County's request, provide the County with a radio frequency ("RF") safety report.

2. Administrative Fee. Licensee shall deposit with County a minimum Five Thousand Dollar (\$5,000.00) fee to cover administrative costs in connection with the negotiation and processing of each request for County's consent to a new Co-location Agreement, except as otherwise provided herein. Said co-location administrative fee ("**Co-location Administrative Fee**") shall be due at the time Licensee submits a request for consent to a co-location arrangement and shall be made in the form of a check made payable to County of Orange. Licensee shall be invoiced for any Co-location administrative costs exceeding Five Thousand Dollar (\$5,000.00) which invoice shall be due and payable within thirty (30) days of billing. The Parties agree that any portion of the Co-location Administrative Fee or additional administrative fees billed to Licensee used in connection with the negotiation and processing of a Co-location Agreement shall be deemed earned by County, whether or not the Co-location Agreement is approved by all parties involved, and is not refundable. Any residual balance of the initial Five Thousand Dollar (\$5,000.00) Co-location Administrative Fee shall be refunded to Licensee within thirty (30) days following the County's decision to approve or deny the co-location request.

3. License Disclosure. Licensee agrees that any Co-location Agreement between Licensee and a Co-locator shall (a) include a copy of this License as an attachment to the Co-location Agreement; and (b) include the express agreement that such Co-location Agreement is subject to all of the terms and conditions of this License and in the event of any conflict between the provisions of the Co-location Agreement and this License, the terms and conditions of this License shall prevail. Licensee shall provide the County notice of the term and the applicable license fee with respect to any Co-location Agreement Licensee enters into, within fifteen (15) days following execution of any such agreement by the parties to such agreement.

B. County's Option. County hereby reserves the right to require Licensee to provide to a Co-locator, by separate Co-location Agreement between Licensee and Co-locator, utilities and space on Licensee's monopole or tower structure located within the License Area provided that the following co-location requirements are met:

1. County shall request that Co-locator submit to Licensee reasonably detailed preliminary plans and specifications for utility requirements and transmitting, and receiving equipment or other equipment the Co-locator proposes to install on Licensee's Facility. Licensee shall within ten (10) business days after receipt of such preliminary plans and specifications, provide the proposed Co-locator and County with

written comments concerning Co-locator's proposed plans and specifications along with Licensee's preliminary approval or disapproval of such plans and specifications, which approval shall not be unreasonable withheld, conditioned, or delayed. It shall not be considered unreasonable for Licensee to disapprove a requested collocation due to:

- a. Licensee's and Co-locator's inability, after good faith negotiations, to agree upon commercially reasonable terms for co-location of Co-locator's equipment and/or access to the License Area; or
 - b. Insufficient ground space to accommodate Co-locator's equipment; or
 - c. Insufficient space on the monopole or tower structure to accommodate Co-locator's antennas; or
 - d. The added weight of Co-locator's antennas exceeding the load capacity of the monopole or tower structure.
2. Upon receipt of Licensee's preliminary approval of Co-locator's proposed plans and specifications, and with prior notice to Licensee (as provided hereinbelow Subclause 22.B.5. of this Clause), Co-locator shall be required to conduct a pre-operation transmit test which shall measure:
- a. The signal transmittal levels at the output after the final filter stage on Co-locator's transmit line with all transmitters keyed up at maximum power.
 - b. Antenna isolation between the output of the final filter stage on Co-locator's transmit line and input line to Licensee's multi-coupler in Licensee's frequency band of operation.
 - c. The combination of (i) worst case level measured out of Co-locator's transmit line added to (ii) worst case antenna isolation. Such measurement value shall be no greater than - 122dBm.

County and Licensee understand and agree that it shall be Co-locator's responsibility to ensure that proper filtering and isolation are in place for the pre-operation transmit test and operation of Co-locator's antenna system. If, during the pre-operation transmit test, Licensee reasonably determines that it is experiencing interference, Licensee shall notify Co-locator to immediately cease the pre-operation transmit test.

3. At the conclusion of the pre-operation transmit test, Licensee shall have fifteen (15) business days to submit its written approval, disapproval, or conditional approval of Co-locator's intended equipment installation to County, which approval shall not be unreasonably withheld or, conditioned. The proposed equipment installation will be

deemed approved, if Licensee fails to provide written notice of disapproval or conditional approval within said fifteen (15) day period.

4. If Co-locator's plans and specifications are disapproved by Licensee in accordance with the foregoing, then Co-locator shall be requested to revise its plans and specifications to mitigate the objections set forth in Licensee's written disapproval. Thereafter, Licensee shall review and respond to Co-locator's revised plans and specifications as set forth in Subclauses 22.B.1 and 22.B.2. of this Clause. If such revised plans fail to satisfactorily mitigate Licensee's initial objection(s) Licensee shall not be obligated to review any additional plans and the Co-locator's request to co-locate shall be denied.
5. Co-locator shall not be permitted to construct, install, test or operate any of Co-locator's proposed equipment until:
 - a. Licensee and Co-locator have entered into a Co-location Agreement for the proposed co-location of Co-locator's facilities and/or equipment within the License Area;
 - b. Co-locator has received Licensee's written approval of Co-locator's plans and specifications for such equipment;
 - c. Co-locator has received all applicable governmental permits and clearances for such construction, installation, testing or operations; including, but not limited, to the permits, clearances and obligations set forth in Clause 12 (CONSTRUCTION AND/OR ALTERATIONS BY LICENSEE) of this License; and
 - d. Co-locator has provided Licensee with a minimum of ten (10) days' prior written notice of the date and time Co-locator will commence construction, installation, testing or operation of any of Co-locator's equipment approved to be constructed or installed on Licensee's Facilities in accordance with said approved plans and specifications.

C. Additional License Fee.

a) The following shall apply to a Co-location Agreement with AT&T (including any entity owned by or under common control with AT&T). County hereby acknowledges preapproval of a Co-location Agreement with AT&T and agrees to waive the corresponding Co-location Administrative Fee.

Commencing with the first day of the first full calendar month following the date a Co-location Agreement is signed by Licensee and AT&T, in addition to the License Fee set forth in Clause 7 (LICENSE FEE) of this License, Licensee agrees to pay to County as additional monthly license fee for the License Area the sums noted in the schedule below which correspond to the term of this License ("AT&T Co-location Fee"). However, in no event shall any Co-location Fee be payable with respect to the first or "Anchor" Co-location Agreement. By way of example, if there

is only one (1) Co-location Agreement in effect, no Co-location Fee shall be due, and if there are two (2) or more Co-location Agreements, including the “Anchor” and with AT&T, then the AT&T Co-location Fee shall be due with respect to the AT&T Co-location Agreement. If the AT&T Co-location Agreement expires or terminates for any reason, License shall provide County with proof of said termination. Thirty (30) days after notice of termination, Licensee shall no longer be obligated to pay the AT&T Co-location Fee.

<u>License Year</u>	<u>Monthly License Fee</u>	<u>License Year</u>	<u>Monthly License Fee</u>
1	\$625	26	\$1,308
2	\$644	27	\$1,347
3	\$663	28	\$1,388
4	\$683	29	\$1,429
5	\$703	30	\$1,472
6	\$725	31	\$1,516
7	\$746	32	\$1,562
8	\$769	33	\$1,609
9	\$792	34	\$1,657
10	\$815	35	\$1,707
11	\$840	36	\$1,758
12	\$865	37	\$1,811
13	\$891	38	\$1,865
14	\$918	39	\$1,921
15	\$945	40	\$1,978
16	\$974	41	\$2,038
17	\$1,003	42	\$2,099
18	\$1,033	43	\$2,162
19	\$1,064	44	\$2,227
20	\$1,096	45	\$2,294
21	\$1,129	46	\$2,362
22	\$1,163	47	\$2,433
23	\$1,198	48	\$2,506
24	\$1,233	49	\$2,581
25	\$1,270	50	\$2,659

b) The following shall apply each time a Co-location Agreement is entered into with a party other than AT&T (or the “Anchor” Co-locator).

Commencing with the first day of the first full calendar month following the date a Co-location Agreement is signed by Licensee and a Co-locator, in addition to the License Fee set forth in Clause 7 (LICENSE FEE) of this License, Licensee agrees to pay to County as additional monthly

license fee for the License Area the sums noted in the schedule below which correspond to the term of this License (“**Additional Co-location Fee**”). If the Co-location Agreement expires or terminates for any reason, License shall provide County with proof of said termination. Thirty (30) days after notice of termination, Licensee shall no longer be obligated to pay the Additional Co-location Fee.

<u>License Year</u>	<u>Monthly License Fee</u>	<u>License Year</u>	<u>Monthly License Fee</u>
1	\$1,150	26	\$2,408
2	\$1,185	27	\$2,480
3	\$1,220	28	\$2,555
4	\$1,257	29	\$2,631
5	\$1,294	30	\$2,710
6	\$1,333	31	\$2,792
7	\$1,373	32	\$2,875
8	\$1,414	33	\$2,962
9	\$1,457	34	\$3,050
10	\$1,500	35	\$3,142
11	\$1,546	36	\$3,236
12	\$1,592	37	\$3,333
13	\$1,640	38	\$3,433
14	\$1,689	39	\$3,536
15	\$1,739	40	\$3,642
16	\$1,792	41	\$3,752
17	\$1,845	42	\$3,864
18	\$1,901	43	\$3,980
19	\$1,958	44	\$4,099
20	\$2,017	45	\$4,222
21	\$2,077	46	\$4,349
22	\$2,139	47	\$4,480
23	\$2,204	48	\$4,614
24	\$2,270	49	\$4,752
25	\$2,338	50	\$4,895

D. Equipment Alterations. In addition to the provisions and approval requirements set forth in Clause 12 (CONSTRUCTION AND/OR ALTERATIONS BY LICENSEE) of this License, any change to a Co-locator’s approved antenna type location thereof and/or change in transmitter types and power output subsequent to the initial installation of Co-locator’s equipment and facilities shall be subject to Licensee’s approval in accordance with the provisions set forth in this Clause 22.

E. License Amendment. In the event Licensee enters into a Co-location Agreement with a Co-locator which, at any time during the term of such Co-location Agreement:

1. results in an increase in the size of the License Area; Licensee and County agree to amend this License to include a revised legal description of the License Area and a revised depiction of the License Area; and/or
2. results in changes to or addition of equipment or facilities located within the License Area at any time during the term of the Co-location Agreement, Licensee and County agree to amend this License to include (a) an Exhibit C1, C2, or C3, as the case may be, which Exhibit shall itemize all additional equipment and/or facilities placed within the License Area and belonging to any given Co-locator; and (b) an Exhibit D1, D2, or D3, as the case may be, which Exhibit shall include the plans and specifications for such added equipment and/or facilities; and/or
3. results in an increase in license fee due County, Licensee and County agree to amend this License to include an Exhibit E which Exhibit shall reflect the additional license fee to be paid to County as the result of a co-location arrangement.

F. Minimization of Interference. Licensee agrees to use reasonable best efforts to minimize any interference or disruption of Co-locator's communication operations so long as Co-locator operates its communications equipment in accordance with plans approved by Licensee and in compliance with applicable laws.

23. COMMUNICATIONS FACILITY OPERATIONS (PMCLF9.3 N)

A. Interference. County and Licensee shall each comply with all applicable non-interference rules and regulations of the Federal Communications Commission ("FCC") and other applicable governmental authorities. Licensee shall operate the Communications Facilities in a manner that will not cause radio frequency interference [as defined at 47 C.F.R. § 15.3(m)] with public safety communications, including, without limitation, communication operations conducted by County, law enforcement entities, fire departments, public safety entities, governmental entities and all entities that are members of the Countywide Coordinated Communications System (collectively, the "CCCS"). The Parties each understand that the County Property will be used for the Project as depicted in the Project Plans. For any uses other than those depicted in the Project Plans, County shall not use, or permit County's agents, employees, contractors, licensees, lessees, invitees, or other occupants of County's Property to use, County's Property in a manner that causes radio frequency interference with the Communications Facilities.

Subject to the rights of any pre-existing occupants of County's Property, Licensee shall not install or operate any new equipment at the License Area in a manner that causes measurable interference with the existing communications equipment of County or equipment depicted in the Project Plans, the CCCS, or any pre-existing occupants of County's Property as of the time of such installation (collectively, "**Existing County Facilities**"); provided, however, in no event shall any equipment of Licensee or any Co-locator operating at the frequency, amplitude and power level as such equipment operated while the Prior Lease was in effect be deemed to cause any such interference.

Subject to the rights of any pre-existing occupants of County's Property and Licensee's rights under this License, County shall not install, operate, or permit the installation or operation of any equipment, communications facilities, or other improvements on County's Property in a manner that causes measurable interference with the Communications Facilities as existing as of the time of such installation or operation (the "**Existing Communications Facilities**").

Upon written notice from either Party of alleged interference, County and Licensee shall reasonably cooperate and act in good faith to investigate and resolve the interference as promptly as practicable. Licensee shall commence investigation of any interference complaint from County promptly after written notice, and County shall commence investigation of any interference complaint from Licensee promptly after written notice. To the extent reasonably necessary to diagnose or resolve an interference issue, the allegedly interfering Party shall conduct or obtain appropriate testing and studies, which may include intermodulation studies.

In no event shall Licensee be required to power down, cease operations, or shut down any of the Communications Facilities, except to the extent (i) the Communications Facilities are the source of interference, (ii) such interference materially affects public safety communications or renders Existing County Facilities inoperable, and (iii) Licensee is unable to immediately resolve the interference through commercially reasonable corrective measures; provided, however, that any such shutdown shall be limited in scope and duration to the minimum reasonably necessary to address the interference. County shall have no right to require Licensee to power down or cease operations if the Communications Facilities are not the source of the interference. Likewise, County shall not permit any County-operated or County-authorized equipment or facilities determined to be the source of interference with the Existing Communications Facilities to continue operating without County and the applicable Party promptly undertaking commercially reasonable corrective measures.

If both Parties' applicable equipment and operations are in compliance with applicable laws, including local codes and ordinances, applicable regulations, and manufacturer specifications, then, as between County and Licensee, the communications equipment installed first in time shall have priority in the resolution of the interference issue, subject in all cases to applicable law and the rights of public safety communications and any pre-existing occupants of County's Property.

Each Party shall bear its own costs to investigate and remedy interference caused by its own equipment, facilities, operations, agents, employees, contractors, licensees, lessees, invitees, or other parties under its control, including the other Party's reasonable, documented out-of-pocket costs incurred in connection with such interference to the extent caused by such Party.

Upon written request by County (not more than once in any twelve (12)-month period absent an actual interference event), Licensee shall, within fifteen (15) days after such request, provide an intermodulation report or other reasonably appropriate engineering report demonstrating that the Communications Facilities do not cause radio frequency interference to the CCCS or to Existing County Facilities. Upon written request by Licensee (not more than once in any twelve (12)-month period absent an actual interference event), County shall cause any County-operated communications facilities at County's Property (or facilities under County's direct control) to be

similarly tested and shall provide reasonably available documentation sufficient to demonstrate compliance with this paragraph.

The rights and remedies of County and Licensee for interference under this License shall be cumulative and not exclusive, and nothing in this Clause shall limit either Party's rights or remedies available under this License, at law, or in equity; provided, however, that neither Party shall be liable to the other for consequential, special, or punitive damages except to the extent expressly provided elsewhere in this License.

B. Radio Frequency Safety. Licensee shall comply with FCC regulations and guidelines for human exposure to radiofrequency ("RF") electromagnetic fields ("**Exposure Guidelines**"), as defined in FCC OET 56 and OET 65 and shall within fifteen (15) days of request by County, provide County with written documentation in the form of an RF emissions compliance report. Should Licensee be found to be non-compliant with Exposure Guidelines, Licensee shall immediately correct such non-compliant matter upon written demand by the County.

C. Antenna Structure, Lighting and Marking. Licensee shall comply with any applicable Federal Aviation Administration ("**FAA**") antenna tower lighting and marking requirements, including FAA and FCC required obstruction lighting monitoring, maintenance, and FAA notification regulations. Licensee shall resolve violations of FAA/FCC antenna tower obstruction lighting and marking requirements.

D. Licensee Responsible for Fines. Licensee shall be responsible for any FCC or FAA fines levied due to Licensee's non-compliance with FCC or FAA regulations, and shall indemnify and defend County and/or its Operator, if applicable, in any such actions, at Licensee's expense.

E. No Personal Siting Application. Licensee acknowledges that this License has been negotiated at arm's length. Use of the License Area is granted by County in its proprietary capacity as fee owner of the License Area. This License is not subject to a personal wireless service siting application or other discretionary permit by the County, but only constitutes a limited interest in the County's property. As such, County and Licensee acknowledge that the "FCC Shot Clock Rule" [In the Matter of Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7)(B) to Ensure Timely Siting Review and to Preempt under Section 253 State and Local Ordinances that Classify All Wireless Siting Proposals as Requiring a Variance, Declaratory Ruling, WT Docket No. 08-165, 24 FCC Rcd 13994 (2009), recon. denied, 25 FCC Rcd 11157 (2010); In re Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, Report and Order, FCC 14-153, WT Docket No. 13-238, 29 FCC Rcd. 12,842, 80 Fed. Reg. 1238 (Jan. 8, 2015)], and other regulations of the FCC governing the application, siting, and modification of personal wireless service facilities or existing towers and base stations within the License Area do not apply to this License or any County approvals needed hereunder. All timelines for approval are strictly governed by the terms of this License. Licensee further acknowledges that (1) any approval or disapproval County may issue in its proprietary capacity in connection with this License will not be deemed to be an approval or disapproval County may be required to issue in its regulatory capacity; and (2) any approval or disapproval County may issue in its proprietary capacity will not give preference to Licensee or Licensee's applications over

other persons or applications in any regulatory proceeding solely based on this proprietary relationship.

24. HAZARDOUS MATERIALS (PMCLF9.1 N)

A. Definition of Hazardous Materials. For purposes of this License, the term “**Hazardous Material**” or “**Hazardous Materials**” shall mean any hazardous or toxic substance, material, product, byproduct, or waste, which is or shall become regulated by any governmental entity, including, without limitation, County acting in its governmental capacity, the state of California or the United States government.

B. Use of Hazardous Materials. Licensee or any Licensee Party shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of in, on, over, under, from or about the License Area (which for purposes of this Clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, Licensee may keep on or about the License Area small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning of and business operations on the License Area. Said permitted Hazardous Materials shall be stored in a suitable, safe location and shall be disposed of in a manner provided by law.

C. Licensee Obligations. If the presence of any Hazardous Materials on, over, under or about the License Area caused or permitted by Licensee or any Licensee Party results in (i) injury to any person, (ii) damage to or contamination of the License Area (or a portion thereof), or (iii) or contamination of any real or personal property wherever situated, Licensee shall immediately notify the County of said damages, and/or contamination and/or injuries, and Licensee, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the License Area, including any real or personal property wherever situated, to the condition existing prior to the introduction of such Hazardous Materials and to remedy or repair any such injury, damage, or contamination. Without limiting any other rights or remedies of County under this License, Licensee shall pay the cost of any cleanup, repair, or remedial work performed in, on, over, under or about the License Area or any real or personal property wherever located, as required by this License or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by Licensee or Licensee Parties. Notwithstanding the foregoing, Licensee shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials in, on, over, under or about the License Area caused or permitted by Licensee or Licensee Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of the County which consent shall not be unreasonably withheld. All work performed or caused to be performed by Licensee as provided for above shall be done in professional and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by the County.

D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, Licensee hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to County) County, its elected officials, officers, employees, agents and independent contractors, and the License Area, from and against any and all liabilities, losses, damages (including, but not

limited to, damages for the loss or restriction on use of rentable or usable space or any amenity of the License Area or damages arising from any adverse impact on marketing of the License Area), diminution in the value of the License Area or any real or personal property wherever located, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, to the extent caused by the use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under, over or about the License Area by Licensee or any Licensee Party; provided, however, that Licensee shall have no obligation under this paragraph to the extent any such matter is caused by or contributed to by (i) any pre-existing Hazardous Materials or pre-existing environmental condition on, under, over or about the License Area or County's Property, except to the extent such is disturbed, removed or transported by Licensee as part of their work within the License Area, (ii) the acts or omissions of any third party other than Licensee or any Licensee Party, or (iii) the acts or omissions of County or any of County's elected officials, officers, employees, agents, independent contractors, licensees, lessees, or invitees. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the License Area and the preparation of any closure or other required plans, but only to the extent caused by Licensee or any Licensee Party and not caused by or contributed to by any matter excluded above.

25. INDEMNIFICATION (PMCLG10.1 S)

Licensee hereby agrees to indemnify, hold harmless, and defend, County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, costs, expenses, or liability arising out of the Licensee's maintenance or use of the License Area, except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

In the event County is named as co-defendant, Licensee shall notify County of such fact and shall represent County, with counsel reasonably approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensee shall pay the County's out-of-pocket litigation costs, expenses, and attorneys' fees. In the event judgment is entered against County and Licensee because of the concurrent negligence of County and Licensee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

26. BEST MANAGEMENT PRACTICES (PMCLF9.2 S)

Licensee and all Licensee Parties shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits (“**Stormwater Permits**”) to the County of Orange, and to the County and cities within Orange County, as co-permittees (hereinafter collectively referred to as “**County Parties**”) which regulate the discharge of urban runoff from areas within the County of Orange, including the License Area. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (“**DAMP**”) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (“**BMPs**”) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County’s LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “**BMP Fact Sheets**”) and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

Licensee and all Licensee Parties shall, throughout the term of this License, comply with all applicable BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this License commences or as the Stormwater Permits may be modified. Licensee agrees to maintain current copies of all applicable BMP Fact Sheets in a location readily accessible to any or all Licensee Parties throughout the term of this License. The BMPs applicable to uses authorized under this License must be performed as described within all applicable BMP Fact Sheets.

Licensee may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County for review and approval prior to implementation.

27. TERMINATION OF PRIOR AGREEMENTS (PMCLA4.1 S)

Notwithstanding any existing CPP, it is mutually agreed that this License shall terminate and supersede any prior licenses or agreements between the Parties hereto covering all or any portion of the License Area. That certain Communications Site Ground Lease Agreement dated October 9, 1998 (the “**Prior Lease**”) originally by and between Michael Lee Malamut, as lessor, and COX PCS Assets L.L.C., a Delaware limited liability company, as lessee, as the same may have been amended or assigned shall continue in full force and effect until the Second Stage Actual Completion Date (as such term is defined in the Prior Lease).

28. NOTICES (PMCLF10.1 S)

All notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be sent through the United States mail duly

registered or certified, return receipt requested, with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed to have been served or delivered twenty four (24) hours after mailing thereof as above provided. Notwithstanding the above, either Party may also provide notices to the other by personal delivery or courier service such as FedEx, and any such notice so given shall be deemed to have been given upon receipt.

To County:

County of Orange
c/o CEO/Real Estate Services
RE: Communications Site License
at 595 The City Drive
P.O. Box 4048
Santa Ana, CA 92702-4048

To Licensee:

STC One LLC
c/o Crown Castle USA Inc.
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Any and all insurance related mail shall include the License number and project name and Licensee shall mail all insurance certificates and insurance-related correspondence to: insurance.ceore@ceo.oc.gov.

29. TAXES AND ASSESSMENTS (PMCLG11.3 S)

This License may create a possessory interest that is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the License Area or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of Licensee, and Licensee shall cause said taxes and assessments to be paid promptly.

30. EVENTS OF DEFAULT AND REMEDIES (PMCLG16.3 S)

A. Events of Default. The occurrence of any one or more of the following events shall constitute a default hereunder by Licensee:

1. The abandonment or vacation of the License Area by Licensee for a period in excess of three (3) years, provided, however, County acknowledges that Licensee's use of the License Area will involve the operation of automatic communications equipment which does not require the presence of persons on the License Area for such equipment's operation, that there will be extended periods of time during the term of the License when no persons will be present on the License Area, and that neither the absence of persons from the License Area, nor limited or partial use of the License Area, shall constitute vacation or abandonment of the License Area under the License.

2. The failure by Licensee to make any payment of the License Fee or any other sum payable hereunder by Licensee, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof from the County to Licensee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Clause 1161 et seq.

3. The failure or inability by Licensee to observe or perform any of the provisions of this License to be observed or performed by Licensee, other than specified in A.1. or A.2 above, where such failure shall continue for a period of thirty (30) days after written notice thereof from the County to Licensee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Clause 1161 et seq.; provided, further, that if the nature of such failure is such that it can be cured by Licensee but that more than thirty (30) days are reasonably required for its cure (for any reason other than financial inability), then Licensee shall not be deemed to be in default if Licensee shall commence such cure within said thirty (30) days, and thereafter diligently prosecutes such cure to completion.

4. In case of or in anticipation of bankruptcy, insolvency or financial difficulties:

- a. Licensee or any of Licensee's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors.
- b. A case is commenced by or against Licensee under Chapters 7, 11 or 13 of the Bankruptcy Code, Title 11 of the United States Code as now in force or hereafter amended and if so commenced against Licensee, the same is not dismissed within sixty (60) days.
- c. The appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the License Area or of Licensee's interest in this License, where such seizure is not discharged within thirty (30) days; or
- d. Licensee's convening of a meeting of its creditors or any class thereof for the purpose of affecting a moratorium upon or composition of its debts. In the event of any such default, neither this License nor any interests of Licensee in and to the License Area shall become an asset in any of such proceedings and, in any such event and in addition to any and all rights or remedies of the County hereunder or by law; provided, it shall be lawful for the County to declare the term hereof ended and to re-enter the License Area and take possession thereof and remove all persons there from, and Licensee and its creditors (other than County) shall have no further claim thereon or hereunder.

B. Remedies. In the event of any default by Licensee (after its receipt of written notice and the expiration of applicable grace and cure periods, if any), then, in addition to any other remedies available to County at law or in equity, the following remedies may be exercised:

1. The County may terminate this License and all rights of Licensee hereunder by giving written notice of such termination to Licensee. In the event that the County shall so

elect to terminate this License, then County may recover from Licensee, subject in all cases to County's obligation to use commercially reasonable efforts to mitigate its damages and excluding any amounts to the extent County could reasonably avoid by mitigation:

- a. The worth at the time of termination of the unpaid License Fees and other charges, which had been earned as of the date of the termination hereof;
- b. The worth at the time of termination of the amount by which the unpaid License Fees and other charges which would have been earned after the date of the termination hereof until the time of award exceeds the amount of such License Fee loss that Licensee proves could have been reasonably avoided;
- c. The worth at the time of termination of the amount by which the unpaid License Fees and other charges for the balance of the term hereof after the time of award exceeds the amount of such rental loss that Licensee proves could be reasonably avoided;
- d. Any other amount necessary to compensate County for all the detriment proximately caused by Licensee's failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the License Area, expense of re-letting, including necessary repair, renovation and alteration of the License Area, reasonable attorneys' fees, expert witness costs, and any other reasonable costs; and
- e. Any other amount that County may by law hereafter be permitted to recover from Licensee to compensate County for the detriment caused by Licensee's default.

All such sums, other than the monthly License Fee, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then such sums shall be computed on the basis of the average monthly amount during such shorter period. As used in subparagraphs A.1 and A.2 above, the "worth at the time of termination" shall be computed by allowing interest at the maximum rate permitted by law. As used in subparagraph A.3 above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), but not in excess of ten percent (10%) per annum.

2. Continue this License in effect without terminating Licensee's right to possession even though Licensee has breached this License and abandoned the License Area and to enforce all of County's rights and remedies under this License, at law or in equity, including the right to recover the rent as it becomes due under this License; provided, however, that the County may at any time thereafter elect to terminate this License for such previous breach by notifying Licensee in writing that Licensee's right to possession of the License Area has been terminated.

Nothing in this Clause shall be deemed to affect Licensee's indemnity of County liability or liabilities based upon occurrences prior to the termination of this License for personal injuries or property damage under the indemnification clause or clauses contained in this License.

No delay or omission of Licensee or the County to exercise any right or remedy shall be construed as a waiver of such right or remedy or of any default hereunder. The acceptance of County of the License Fee or any other sums hereunder shall not be (a) a waiver of any preceding breach or default by Licensee of any provision thereof, other than the failure of Licensee to pay the particular License Fee or sum accepted, regardless of County's knowledge of such preceding breach or default at the time of acceptance of such License Fee or sum, or (b) a waiver of County's right to exercise any remedy available to County by virtue of such breach or default. No act or thing done by County or County's agents during the term of this License shall be deemed an acceptance of a surrender of the License Area, and no agreement to accept a surrender shall be valid unless in writing and signed by County.

31. RESERVATIONS TO COUNTY (PMCLG 18.3 S)

The License Area is accepted as is and where is by Licensee subject to any and all existing easements and Encumbrances. County reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the County's Property, with the exception of the License Area. No right reserved by County in this Clause shall be so exercised as to interfere unreasonably with Licensee's operations hereunder or to impair the security of any secured creditor of Licensee.

County agrees that rights granted to third parties by reason of this Clause shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. County further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the License Area by Licensee, the rental shall be reduced in proportion to the interference with Licensee's use of the License Area in addition to any other right and remedy Licensee has under this License, at law or in equity.

32. NO RELOCATION ASSISTANCE (PMCLG32.1 S)

Neither this License nor any Co-location Agreement creates nor shall create any right in Licensee or a Co-locator to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (California Government Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*) or similar laws upon or after the expiration or sooner termination of this License.

33. HOLDING OVER (PMCLG19.3 S)

In the event Licensee shall continue in possession of the License Area after the term of this License, such possession shall not be considered a renewal of this License but a tenancy from month to month and shall be governed by the conditions and covenants contained in this License.

34. CONDITION OF LICENSE AREA UPON TERMINATION (PMCLG20.3 S)

Except as otherwise agreed to herein, upon the of termination of this License, Licensee shall re deliver possession of said License Area to County in substantially the same condition that existed immediately prior to Licensee's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted. References to the "Termination of this License" in this License shall include termination by reason of the expiration of the License term.

35. DISPOSITION OF PERSONAL PROPERTY (PMCLG21.3 S)

If Licensee abandons or quits the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the License Area sixty (60) days after such event shall, at the County's option, be deemed to have been transferred to County. The County shall, after providing Licensee with written notice and complying with applicable laws related to tenant's abandoned property, have the right to remove and to dispose of such property without liability therefor to Licensee or to any person claiming under Licensee, and shall have no need to account therefor.

36. QUITCLAIM OF LICENSEE'S INTEREST UPON TERMINATION (PMCLG22.3 S)

Upon termination of this License for any reason, including but not limited to termination because of default by Licensee, Licensee shall execute, acknowledge, and deliver to the County, within thirty (30) days after receipt of written demand therefor, a good and sufficient deed or such other termination agreement whereby all right, title, and interest of Licensee in the License Area, including the County's personal property, is quitclaimed to County. Should Licensee fail or refuse to deliver the required deed or termination agreement to the County, the County may prepare and record a notice reciting the failure of Licensee to execute, acknowledge, and deliver such instrument and said notice shall be conclusive evidence of the termination of this License and of all rights of Licensee or those claiming under Licensee in and to the License Area. The foregoing right shall not extend to any dispute among the parties relating to the effectiveness of any termination.

37. COUNTY'S RIGHT TO RE-ENTER (PMCLG23.3 S)

Licensee agrees to yield and peaceably deliver possession of the License Area to County on the date of termination of this License, whatsoever the reason for such termination.

Upon giving written notice of termination to Licensee, County shall have the right to re-enter and take possession of the License Area on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination

of this License and re-entry of the License Area by County shall in no way alter or diminish any obligation of Licensee under the License terms and shall not constitute an acceptance or surrender.

38. RECORDING PROHIBITED (PMCLG31.1 S)

This License may not be recorded.

39. PUBLIC RECORDS (PMCLG25.3 S)

Any and all written information submitted to and/or obtained by County from Licensee or any other person or entity having to do with or related to this License and/or the License Area, either pursuant to this License or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (Government Code Section 7920.000, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public.

40. AUTHORITY OF LICENSEE (PMCLG24.3 S)

Licensee represents and warrants that the party executing this License on behalf of Licensee is duly authorized to execute and deliver this License on behalf of Licensee, and that this License is binding upon Licensee.

41. TIME (PMCLG1.3 S)

Time is of the essence of this License.

42. LICENSE ORGANIZATION (PMCLG5.3 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

43. AMENDMENTS (PMCLG6.3 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

44. SUCCESSORS IN INTEREST (PMCLG12.3 S)

Unless otherwise provided in this License, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assignees of the Parties hereto.

45. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (PMCLG13.3 S)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the

performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Clause shall excuse Licensee from the prompt payment of any License Fees or other charge required of Licensee except as may be expressly provided elsewhere in this License.

46. PARTIAL INVALIDITY (PMCLG14.3 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

47. WAIVER OF RIGHTS (PMCLG15.3 S)

The failure of County or Licensee to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that County or Licensee may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License, nor may any failure by County or Licensee to insist upon strict performance be used by Licensee or County, as applicable, as an affirmative defense in any action by County or licensee, as applicable, under the terms of this License and each Party hereby waives the right to raise any such affirmative defense. Any additional waivers, in order to be effective, must be signed by the Party whose right or remedy is being waived.

48. RELATIONSHIP OF PARTIES (PMCLG26.3 S)

The relationship of the Parties hereto is that of Licensor and Licensee, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of Licensee in the conduct of Licensee's business or otherwise, or a joint venture with Licensee, and the provisions of this License and the agreements relating to License Fee payable hereunder are included solely for the purpose of providing a method by which such License Fee payments are to be measured and ascertained.

49. GOVERNING LAW AND VENUE (PMCLG28.3 S)

This License has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

50. RIGHT TO WORK AND MINIMUM WAGE LAWS (PMCLG29.1 S)

In accordance with the United States Immigration Reform and Control Act of 1986, Licensee shall require its employees that directly or indirectly service the License Area, pursuant to the terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Licensee shall also require and verify that its contractors or any other persons servicing the License Area, pursuant to the terms and conditions of this License, in

any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Licensee shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever. Licensee shall require and verify that all its contractors or other persons servicing the License Area on behalf of the Licensee also pay their employees no less than the greater of the Federal or California Minimum Wage.

Licensee shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the License Area or terms and conditions of this License.

51. ATTORNEYS' FEES (PMCLGE28.1 S)

In the event of a dispute between County and Licensee concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees.

52. NONDISCRIMINATION (PMCLG8.3 S)

Licensee agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, disability, or national origin in employment practices and in the activities conducted pursuant to this License.

53. SURVIVAL OF TERMS (PMCLG30.1 S)

The terms, covenants, and conditions in this License that, by their sense or context should survive the expiration or termination of this License, including without limitation those set forth in Clause 19 (DAMAGE TO OR DESTRUCTION OF FACILITIES/PROPERTY); Clause 24 (HAZARDOUS MATERIALS); Clause 25 (INDEMNIFICATION); Clause 35 (DISPOSITION OF PERSONAL PROPERTY); and Clause 36 (QUITCLAIM OF LICENSEE'S INTEREST UPON TERMINATION) of this License, shall survive the expiration or sooner termination of this License.

54. COUNTERPARTS (S)

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

55. ATTACHMENTS (S)

- Exhibit A – License Area Description
- Exhibit B – License Area Depiction
- Exhibit C – Licensee's Facilities
- Exhibit D – Licensee's Facilities Plans and Specifications

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

Approved as to Form
Office of the County Counsel
Orange County, California

County
County of Orange,
a political subdivision of the state of California

By: Michael Haubert 5/8/2026
7B8E2C42981E4B3...
Deputy Date

By: _____
Chief Real Estate Officer
County of Orange, California
Pursuant to Minute Order of the Orange
County Board of Supervisors, dated as of

Licensee's signature page follows.

Licensee

STC ONE LLC, a Delaware limited liability company, registered in California as TOWER COMPANY ONE LLC

By: Global Signal Acquisitions III LLC, a Delaware limited liability company
Its: Attorney In Fact

By: _____
Name
Title

EXHIBIT A

LICENSE AREA DESCRIPTION

LEGAL DESCRIPTION

MANCHESTER COMPLEX
Facility No.: GA 1118
Parcel No.: 154

That certain portion of land in the City of Orange, County of Orange, State of California, over land described as Parcel No. 45 in Grant Deed recorded September 23, 2005 as Instrument No. 2005000755202 of Official Records in the Office of the County Recorder of said County, described as follows:

COMMENCING at the northwest corner of Parcel 1 of Parcel Map filed in Book 25, Page 32 of Parcel Maps, as said corner is shown on Sheet 8 of Record of Survey 2003-1006 filed in Book 199, Pages 1 through 16 of Records of Survey, both in said Office of the County Recorder;

thence southerly and easterly along the boundary of said Parcel 1, and Parcel 2 of said Parcel Map the following four courses:

1. South 00°41'08" West, 130.53 feet
2. South 05°03'14" East, 100.00 feet
3. South 12°01'23" East, 18.47 feet, and
4. South 89°08'38" East, 64.88 feet;

thence, leaving said boundary, North 00°31'22" East, 4.65 feet to the **TRUE POINT OF BEGINNING**;

thence, North 89°18'52" West, 27.00 feet;

thence, North 00°41'08" East, 27.00 feet;

thence, South 89°18'52" East, 27.00 feet;

thence, South 00°41'08" West, 27.00 feet to the True Point of Beginning.

Containing 729 Square Feet, more or less.

See EXHIBIT B attached and by reference made a part.

APPROVED
Lily M. N. Sandberg, County Surveyor L.S. 8402

By: *R. J. Rivera*
By: Raymond J. Rivera, L.S. 8324

Date: *Jan 4, 2006*



EXHIBIT C

LICENSEE'S FACILITIES

The approval and attachment of Licensee's Facilities shall be by an amendment executed by the Parties.

EXHIBIT D

LICENSEE'S FACILITIES PLANS AND SPECIFICATIONS

The approval and attachment of Licensee's Facilities Plans and Specifications shall be by an amendment executed by the Parties.