

DECOMMISSION WORK

Lessee shall complete the Decommission Work, which includes the work required to decommission, demolish and remove the remaining Lessee’s facilities at the Premises, including, without limitation, the removal of antenna structures and footings, fixtures, and other improvements located on the Premises. Lessee will obtain all the certificates, permits and other approvals that may be required to construct the temporary and permanent sites.

TERM

The lease term commenced on October 9, 1998 and will expire upon commencement of the new license agreement, estimated to be on or before January 12, 2028. The new license agreement term is for ten (10) years, with four (4) ten-year options to extend. The new license agreement is attached to the Third Amendment as Exhibit C.

RENT / LICENSE FEE

There is no rent due to County through the expiration of the Third Amendment, however, upon commencement of the new license agreement, Lessee will pay County \$15,000 in annual license fees, with three percent (3%) increases on each anniversary date. Total revenue due to County over the course of the term is One Million Six Hundred Ninety-One Thousand Nine Hundred Sixty-Eight and No/100 Dollars (\$1,691,968.00).

CHARGE FOR LATE PAYMENT

For payments 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.

ONE-TIME COUNTY PAYMENT

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. County Fund 135 will be utilized for payment of the \$350,000 reimbursement fee.

REMOVAL BOND

In place of a cash security deposit for the new license agreement, 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.

TERMINATION

The new license agreement may be terminated by Licensee due to an uncured Event of Default as set forth in Clause 30 (EVENTS OF DEFAULT AND REMEDIES) of the new license agreement.

“AS BUILT” PLANS AND EQUIPMENT IDENTIFICATION

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.

UTILITIES

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.

MAINTENANCE OBLIGATIONS OF LICENSEE

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.

INSURANCE

Lessor's insurance limits have been approved by County's Risk Department. 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.

CO-LOCATION

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 with a third party for the installation and operation of Co-locator's equipment or services on Licensee's Facilities. The license fee will be increased for each Co-locator, pursuant to Clause 22 (CO-LOCATION) of the new license agreement.

INDEMNIFICATION

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.

HOLDING OVER

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.

ASSIGNING

Any mortgage, pledge, hypothecation, encumbrance, transfer, or 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.

ATTORNEYS' FEES

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.

COUNTERPARTS

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.