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**LICENSE AGREEMENT BETWEEN THE CITY OF LONG BEACH AND MOBILITIE,
LLC FOR THE USE OF CITY-OWNED PROPERTIES FOR WIRELESS
TELECOMMUNICATIONS FACILITIES**

(Installed Upon City-Owned Streetlight Standards)

This LICENSE AGREEMENT ("**License**", "**License Agreement**" or "**Agreement**") is entered into between the City of Long Beach, a municipal corporation and charter city ("**City**"), and Mobilitie, LLC, a Nevada limited liability company ("**Licensee**"), hereinafter collectively referred to as the "**Parties**," to be effective on the first day of the first month following the date of execution by City ("**Effective Date**").

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City;
- B. City is the owner of certain real property and public rights-of-way ("**Real Property**") located within the legal municipal boundaries of the City of Long Beach, California, and specifically depicted in Exhibit "A" which is attached hereto and incorporated by reference (the "**License Area**") (and as may be mutually amended by the parties from time to time);
- C. City owns streetlight standards to provide street and safety lighting within the City ("**City Streetlight**" or "**City Streetlights**"), and for such other purposes as the City deems appropriate. City Streetlights include the full structure (poles, piers, posts, abutments, lights, wiring, cabling, transmission facilities, and associated and appurtenant equipment) used by the City for or in connection with street lighting. City Streetlights are installed, managed and maintained by City Light & Power, Inc. ("**CLP**") pursuant to a Lease (Contract No. 24290) and Lighting Contract (Contract No. 24289), both dated November 21, 1995 ("**CLP Agreements**") and as amended from time to time. For purposes of this Agreement, CLP shall include any successors in interest to CLP;
- D. Licensee has obtained entitlement approvals from the City's Department of Development Services, Planning Bureau, in accordance with Title 21 of the Long Beach Municipal Code and/or will obtain entitlement approvals from the City's Department of Public Works in accordance with Chapter 15.34 of the Long Beach Municipal Code, as may be amended from time to time ("**Permit Approvals**") to install a network of wireless telecommunications facilities on City Streetlights in the License Area. The wireless telecommunications facilities on City Streetlights in the License Area that are expressly authorized by the Permit Approvals are hereinafter referred to as the "**Permit Approved Equipment**". The scope of this License Agreement is solely limited to the work and equipment specifically identified in the Permit Approvals.

- E. Licensee and City each contend that they have certain rights with regard to the deployment of telecommunications infrastructure in the public rights of way, which rights are derived from, but not limited to California Public Utilities Code sections 1001, 2902, 7901, 7901.1, California Government Code sections 38775, 50030, 65964, and 65964.1, 47 U.S.C. section 253, 332, and 1455, and associated order, rulings, and regulations of the CPUC and the Federal Communications Commission (collectively, the "**Regulatory Authorities**").
- F. City is willing to make the Real Property and City Streetlights available to Licensee for the installation, operation, maintenance, repair, and (if necessary) replacement of the Permit Approved Equipment on a nonexclusive basis, in order to facilitate the efficient and orderly deployment of wireless telecommunications facilities in the City of Long Beach, subject to the covenants and conditions set forth in this Agreement, Excavation and Encroachment Permit(s) issued by the Public Works Department, the Permit Approvals, and the applicable terms of all governmental licenses, permits and approvals required by Federal, State or local governmental agencies, for construction, installation and maintenance of the facilities and utility wires, cables and conduits (collectively, the "**Rules and Requirements**") to operate the Permit Approved Equipment; and
- G. This License Agreement is entered into pursuant to and subject to the provisions of Chapter 21.56 and/or Chapter 15.34 of the Long Beach Municipal Code, as applicable based on the type of Permit Approval.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. LICENSE

1.1 City grants a non-exclusive license ("**License**") to Licensee for the term of this Agreement, to construct, install, operate, maintain, repair and (if necessary) replace Permit Approved Equipment on the Real Property in the License Area, subject to the conditions of Excavation and Encroachment Permit(s) issued by the Public Works Department, the Permit Approvals, and the Rules and Requirements. All construction, installation, operation maintenance, repair, and (if necessary) replacement activities shall be (1) at Licensee's sole cost and expense, including but not limited to the fees and costs associated with obtaining permitting and government approvals (as described in Section 3), and (2) conducted and completed pursuant to plans approved in advance in writing by the City. The License granted herein is subject to the terms, covenants and conditions hereinafter set forth, and all such terms, covenants, and conditions are hereby deemed a material part of the consideration for this License.

1.2 For purposes of this Agreement, the terms "**City Streetlight**" and "**City Streetlights**" shall be defined to include those certain City-owned streetlight standards operated and maintained by CLP on the Real Property in the License Area upon which Permit Approved Equipment is, or is to be, installed, and any replacement streetlight standard as may be authorized by this Agreement.

1.3 Licensee shall pay for all construction, installation, operation, maintenance, repair, and (if necessary) replacement associated with the Permit Approved Equipment, including all costs and expenses associated therewith. Except in Emergency Situations as defined in Section 10.4 of this Agreement, Licensee shall provide five (5) calendar days' written notice to the City Engineer or designee at (562) 570-6695 prior to performing any construction, installation, operation, maintenance, repair, and (if necessary) replacement on the Permit Approved Equipment.

1.4 As part of its permit application, Licensee is or was required to provide a phasing schedule containing timing milestones for construction and inspection of the Permit Approved Equipment that are acceptable to the Director of Public Works ("**Phasing Plan**"). The purpose of the Phasing Plan is to provide for the orderly and timely installation of Permit Approved Equipment in phases in order to avoid the partial or incomplete installation of equipment in the License Area. In the event that Licensee fails to meet any of the milestones specified in the Phasing Plan for any reason other than a Permitted Delay (defined below), the City shall have the right to either (a) extend the target completion date for the applicable milestone, or (b) notify Licensee in writing that it has failed to meet a specific milestone and that the failure to meet such milestone within thirty (30) days (or a longer period if such milestone cannot be reasonably achieved in 30 days as determined by the Director of Public Works) shall constitute a default with respect to the applicable Permit Approvals. In the event that Licensee fails to achieve a milestone within the time period specified in such a written notice, such failure shall constitute a default under the applicable Permit Approvals and the City shall have the right to terminate the applicable Permit Approvals related to the specified equipment. For the purposes of this Section 1.4, the term "Permitted Delay" shall mean any delay approved by the Director of Public Works resulting from causes beyond the reasonable control of Licensee including, without limitation, any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any private party or governmental agency (including the City) having jurisdiction over any portion of the Permit Approved Equipment, over the construction or uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies (including the City), or by fire, flood, inclement weather, strikes, lockouts or other labor or industrial disturbance, civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, act of public enemy, war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, discovery of hazardous or toxic materials, earthquake, or other natural disaster, delays caused by any dispute resolution process, or any cause whatsoever beyond the reasonable control (excluding financial inability) of Licensee, or any of its contractors or other representatives, whether or not similar to any of the causes hereinabove stated. All milestones set forth in the Phasing Plan shall be extended one day for each day of Permitted Delay.

1.5 Unless otherwise provided in Section 8 of this Agreement, CLP shall be responsible for all maintenance associated with non-Permit Approved Equipment portions of the City Streetlights, including but not limited to, the working streetlight itself, and the wires and equipment necessary to operate the streetlight. For purposes of clarity, CLP's

retained obligation shall include the duty to maintain the City Streetlights and replace light bulbs as necessary.

1.6 City and/or CLP shall have the right to temporarily turn off the power to the Permit Approved Equipment if any condition requires City or CLP employees or its designees to be within the occupational exposure distance defined by the Federal Communications Commission ("FCC") and/or Occupational Safety and Health Administration / California Occupational Safety and Health Administration, for the Permit Approved Equipment. Except in an Emergency Situation as defined in Section 10.4 of this Agreement, City or CLP shall provide Licensee at least five (5) calendar days' prior written notice prior to commencing a temporary power turn off, provided that the City or CLP shall use reasonable best efforts to ensure that such shutdown does not occur during peak hours of operation.

2. USES

2.1 Licensee shall use the City Streetlight(s) for the sole purpose of constructing, installing maintaining, operating upgrading, enhancing, securing, and (as necessary) replacing the Permit Approved Equipment and related wires and/or cables, described in Permit Approvals, all in compliance with the Rules and Requirements. Unless it obtains the City's prior written approval, Licensee's authorized uses of the Permit Approved Equipment shall not result in (1) any change to the outward appearance of and physical dimensions of the Permit Approved Equipment on the City Streetlight(s), and/or (2) additional, expanded, or enlarged equipment, electrical facilities, boxes or street furniture. Licensee agrees that City's prior written approval pursuant to this Section 2.1 (and pursuant to Sections 2.3 and 2.5) flows from the City's property rights as owner of the City Streetlights, is not constrained or restricted by the Regulatory Authorities.

2.2 The Permit Approvals issued to date are attached to this Agreement as **Exhibit "B"** (and as may be mutually amended by the parties from time to time for future Permit Approvals) and identified by Permit No. and date of issuance. Licensee shall comply with all conditions of approval contained in the Permit Approvals, and all other applicable Rules and Requirements.

2.3 Licensee shall not expand size or alter the outward appearance of the Permit Approved Equipment unless it obtains both (1) the prior written approval by the City, and (2) any other permits or approvals that may be required under federal, state and local laws and regulations.

2.4 Construction, installation, maintenance, operation, upgrading, enhancing, securing and (as necessary) replacing the Permit Approved Equipment shall be at Licensee's sole expense, and at no cost to City. Licensee shall keep the Permit Approved Equipment free from hazards or risk to the general public health, safety or welfare.

2.5 Except as provided under Section 8 of this Agreement or required by the Permit Approvals and/or the Rules and Requirements, Licensee shall not make or permit to be made any alterations, additions or improvements to any City Streetlight, or paint,

install lighting or decorations, or install any signs, lettering or advertising media of any type or any other visual displays, on or about any City Streetlight without the prior written consent of City. Notwithstanding the foregoing, Licensee shall place warning signs and identification placards on or about the Permit Approved Equipment in the manner required by Federal, State or local law and regulations.

3. PERMITTING AND GOVERNMENT APPROVALS

In addition to obtaining any and all prior written approvals otherwise required by this Agreement, the Permit Approvals, and the other Rules and Requirements, Licensee shall obtain, and comply with all necessary permits and other approvals required to enable Licensee to construct, install maintain, operate, upgrade, enhance, secure, (as necessary) replace, and/or (as necessary) remove the Permit Approved Equipment.

3.1 Licensee shall provide the Director of Public Works or his designee License Administrator with a copy of all required permits, licenses and approvals necessary for Licensee to construct, install maintain, operate, upgrade, enhance, secure, (as necessary) replace, and/or (as necessary) remove the Permit Approved Equipment.

4. TERM

4.1 For purposes of this Agreement, the "**Effective Date**" shall be on the first day of the first month following the latest date of execution by the Parties. The Term of the license granted hereunder ("**Term**") shall commence on the Effective Date and continue for a period of ten (10) years.

5. FEES AND COSTS

5.1 Annual License Fee. Subject to Section 6 of this Agreement, Licensee shall pay to the City an annual fee (the "**Annual License Fee**") in the amount of Three Thousand Dollars (\$3,000.00) per year for each City Streetlight, if any, upon which Permit Approved Equipment is or has been installed pursuant to this Agreement. The initial Annual License Fee for any partial year shall be prorated in accordance with the actual number of months remaining in that year following the month in which the Permit Approval is issued, due and payable within thirty (30) days of the date of issuance of the Permit Approval. The final excavation or other permit required for construction shall not be issued by City until such Annual License Fee for the applicable City Streetlight location has been paid by Licensee. Subsequent Annual License Fee payments shall be due and payable on the first Monday of January of every year during the Term of this Agreement, and shall be calculated by multiplying the number of City Streetlights upon which Permit Approved Equipment exists as of January 1st of the subject year by the Annual License Fee. The City represents and covenants that the City owns all City Streetlights for which it is collecting the Annual License Fee from Licensee pursuant to this Section.

Licensee shall make all payments to City at the following address:

City of Long Beach
Public Works Department
333 West Ocean Blvd.
Long Beach, CA 90802

5.2 At the beginning of the 2nd year of the ten (10) year Term of this Agreement, the Annual License Fee shall be adjusted as required by Section 6.

5.3 A ten percent (10%) penalty shall be added to the Annual License Fee if it not received by City within fifteen (15) calendar days after the due date. In addition, all unpaid fees shall accrue interest at the rate of ten percent (10%) interest per month or any portion of a month until paid in full.

5.4 Electricity Charges. Licensee shall be solely responsible for the payment of all electrical or other utility charges owing to the applicable utility company based upon the Permit Approved Equipment usage of electricity and applicable tariffs.

5.5 Public Works Service Fee. In addition to the Annual License Fee, Licensee shall provide to City a one-time public works service fee of Two Thousand Five Hundred Dollars (\$2,500.00) ("**PW Service Fee**") for up to ten (10) proposed Permit Approved Equipment locations per application, so long as each of the proposed Permit Approved Equipment locations is, in the judgment of the Director of Public Works, sufficiently similar in form to allow for the combined evaluation of the multiple proposed Permit Approved Equipment locations.

5.6 Administrative Fee. Licensee shall pay to City a one-time administrative fee to cover the expenses of negotiating, preparing, and executing this License Agreement of Two Thousand Three Hundred and Thirty Six Dollars (\$2,336.00) ("**Administrative Fee**") due and payable at the time Licensee executes this License Agreement.

6. ADJUSTMENT OF ANNUAL LICENSE FEE

Beginning in year 2 of the Term, and for each successive year of the Term, the Annual License Fee shall be adjusted upward by an amount equal to the percentage change during the prior twelve months in the United States Department of Labor, Bureau of Statistics Consumer Price Index for All Urban Consumers in the Los Angeles Metropolitan Statistical Area ("**CPI**"); provided, however, that (1) if the CPI decreases, the Annual License Fee shall remain unchanged as compared to the prior year, and (2) the maximum annual increase in the Annual License Fee shall be three percent (3%).

7. ADJUSTMENT OF LICENSE FEE UPON MODIFICATION OF USES

The Annual License Fee is based upon the Permit Approved Equipment on the City Streetlights and the Real Property in the License Area, as authorized by the Permit Approvals. If a change materially and adversely increases the physical dimensions or the weight of the Permit Approved Equipment, City and Licensee shall negotiate in good faith

to identify an appropriate increase in the Annual License Fee (if any). Such an adjustment shall be agreed upon concurrent with the written consent(s) required in Section 2 of this Agreement.

8. OBLIGATIONS TO CITY LIGHT & POWER, INC.

8.1 Licensee acknowledges and agrees that the Permit Approvals and/or other Rules and Requirements may require that Licensee replace City Streetlight(s) to accommodate the Permit Approved Equipment. Licensee shall cooperate with and follow City's protocols for working in conjunction with CLP, as such protocols may be updated by City from time to time, for all City Streetlights it replaces. Such protocols may include, but not be limited to, procedures for the removal and replacement of CLP operated City Streetlights, City approval of the size and appearance of the replacement City Streetlights, and response protocols in the event of an emergency or a pole falling down from whatever cause or source.

8.2 All replaced City Streetlights shall match the replaced pole in appearance, comply with the Permit Approvals and the Rules and Requirements, and not exceed a diameter necessary to accommodate facilities and wires for City utilities and safety purposes plus Licensee's Permit Approved Equipment.

8.3 City Streetlights that are replaced by Licensee are replaced voluntarily for the convenience of Licensee to accommodate Licensee's equipment. Licensee shall pay all costs (and City shall neither pay nor incur any costs) to remove and dispose of existing poles (and associated equipment), and purchase, construct, and install replacement poles. Licensee shall have no property interest in any replacement City Streetlight; City shall retain title to all City Streetlights and replacement City Streetlights under Section 16 of this Agreement.

8.4 City and CLP shall at all times have primary rights of access to and use of the City Streetlights for their own purposes and functions, in accordance with City ownership rights and authority.

9. INTERFERENCE WITH CITY TELECOMMUNICATIONS

9.1 Licensee agrees that its operation of the Permit Approved Equipment shall at all times comply with all FCC requirements and shall not cause any direct or indirect interference with the operation of any portion of the City-owned equipment within the City Streetlights, including without limitation street lighting, and the transmission of signals (both wired and wireless) for purposes that include, but are not limited to public safety transmissions, police and fire communications, water or sewer internal or external radio signals and communications, transit communications, as they now exist or may from time-to-time hereafter exist ("**City's Streetlight Uses**").

9.2 In the event of any interference with Police and/or Fire communications, Licensee shall work with the affected department(s) to correct the interference within two (2) hours of City's written or telephonic notice to Licensee. In the event of interference with any other City Streetlight Uses, Licensee shall work with City to correct the

interference within twenty-four (24) hours of City's written or telephonic notice. If it is determined the interference is caused by the Permit Approved Equipment (or any portion thereof) and if Licensee is unable to correct interference to City's satisfaction, Licensee shall cease its operation of the Permit Approved Equipment within twenty-four (24) hours of the City's written or telephonic notice to Licensee, until the cause of the interference is corrected to City's satisfaction. If Licensee fails to correct any interference with City Streetlight Uses, City may, without limiting any other remedy it may have, cut off power to the Permit Approved Equipment (or any portion thereof) in the manner set forth in Section 10 of this Agreement.

9.3 Prior to making any changes to the frequency or operating conditions that could result in interference under this Section 9.1 and/or Section 9.2 of this Agreement. Licensee shall notify the City of proposed frequency changes (which notice shall advise of the deemed approval provisions set forth in this Section 9.3), and provide such additional documentation/information as the City shall reasonably request as needed to evaluate the impact of the proposed changes on City communications facilities. City shall not unreasonably withhold, condition, or delay its approval. City shall have up to thirty (30) days from Licensee's notice to approve Licensee's frequency change. If no City approval is issued within thirty (30) days, Licensee's proposal will be presumed to be acceptable and no further action will be required Licensee agrees to fully fund any studies required to ensure that any contemplated changes will be compatible with the City's Streetlight Uses. No Licensee change of frequency or operating condition shall occur prior to the City's approval or deemed approval in accordance with this Section 9.3.

9.4 *If* (1) City modifies a City Streetlight for purposes other than the illumination of streets after the installation of Permit Approved Equipment for said City Streetlight, and (2) the City modification causes interference with Licensee's transmission signals, *then* City will cooperate and use best efforts to adjust its use to minimize or eliminate interference.

10. EMERGENCY

10.1 Licensee understands that the Permit Approved Equipment will be located on a City Streetlight(s) and within public property and Emergency Situations (defined below) may develop from time-to-time that require power to the Permit Approved Equipment to be immediately shut off and thereby interfere or temporarily terminate the Licensee's use of all or a portion of the Permit Approved Equipment. Notwithstanding Section 9 of this Agreement, Licensee agrees that if such a situation occurs whereby the Permit Approved Equipment interferes in any way with communications that do or may affect the public safety, including without limitation interference with the City's Police and/or Fire Department public safety communications equipment and/or interference with City communications systems for the operation of sewer or water service, City and/or CLP shall have the right to immediately shut off power to the Permit Approved Equipment (or any portion thereof) and any equipment of Licensee's located on the City Streetlight(s) for the duration of the emergency. City or CLP shall notify Licensee as soon as practical of such power shut off by contacting the network control center operator at telephone number (877) 244-7889. Should City or CLP discover that any of the Permit Approved

Equipment is damaged, City or CLP shall contact Licensee as soon as practical at the above mentioned telephone number upon discovery or as soon as possible thereafter. Licensee agrees not to hold City responsible or liable for and shall protect, defend, indemnify and hold City harmless for any damage, loss, claim or liability of any nature suffered as a result of the loss of the use of the Permit Approved Equipment or other communication facilities by the shut off of power, except to the extent related to the negligence or willful misconduct of City.

10.2 Licensee agrees to install a clearly marked and accessible master power "cut-off" switch on the equipment at each City Streetlight, which City shall utilize if a power cut-off is necessary under Section 10 of this Agreement.

10.3 Unless otherwise specifically provided in a notice of termination of this Agreement, City's exercise of the right to shut off any power to the Permit Approved Equipment pursuant to Section 10.1 of this Agreement is not intended to constitute a termination of this Agreement by either Party and such event is a risk accepted by the Licensee. Licensee and City shall meet after the City determines that an Emergency Situation has ended to establish the time and manner in which power may be restored to the extent restoration of power is within City's control. The Annual License Fee shall be abated for any month, or majority of a month, in which power to the Permit Approved Equipment is shut off, pursuant to Section 10 of this Agreement.

10.4 An "**Emergency Situation**" shall be defined as the actual or threatened existence of conditions of disaster or of significant threat the safety of persons and property within the City of Long Beach caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war.

11. ACCEPTANCE OF CONDITION OF LICENSE AREA

Licensee shall accept use of the City Streetlights and Real Property in License Area in an "as is" condition, with no warranty, express or implied from the City as to any latent, patent, foreseeable and unforeseeable condition of the City Streetlights and the Real Property in the License Area, including its suitability for the use intended by Licensee. To the best of City's knowledge, the City Streetlights and the Real Property in the License Area has not been used for generation, storage, treatment or disposal of Hazardous Substances as defined in Section 29. The Licensee has conducted its own appropriate due diligence investigation of the City Streetlights and the Real Property in the License Area prior to its execution of this Agreement.

12. NO INTEREST IN PROPERTY

Nothing herein shall be deemed to create a lease, or easement or any property right, or to grant any possessory or other interest in the City Streetlights, the Real Property, the License Area, or any public right-of-way, other than the license provided for herein to use and access the City Streetlights and the Real Property in the License Area, on a non-exclusive basis for a term as set forth in this Agreement.

13. RESERVATION OF RIGHTS

Licensee understands, acknowledges and agrees that any and all authorizations granted to Licensee under this Agreement are non-exclusive and shall remain subject to all prior and continuing regulatory and propriety rights and powers of City to regulate, govern and use City property, and to act in its separate and additional capacity as an owner of the City Streetlights, as well as any existing encumbrances, deeds, covenants, restrictions, easements, dedications and other claims of title that may affect the City Streetlights, the Real Property, and/or the License Area.

14. UTILITIES

Licensee shall not do, nor shall it permit anything to be done that may interfere with the effectiveness and accessibility of the City Streetlights, and/or with CLP obligations to maintain and operate the City Streetlight under its agreement with City. Unless otherwise required by City, and authorized by Southern California Edison, the Permit Approved Equipment shall be separately metered for electrical connections. In addition to the Annual License Fee, Licensee shall be responsible for the cost of all utility services necessary for the operation of the Permit Approved Equipment, and if and at such time as required by City, shall have such utilities installed underground by boring and/or connected if already installed, and maintained at Licensee's sole cost and expense (along with all ongoing use charges). Licensee shall obtain an encroachment permit from City's Public Works Department and submit plans for underground construction of any required electrical equipment, meters, and utility lines to City for its review and approval prior to commencement of construction. Permits approved for utilities shall not exceed that identified and described in the application, and may not be enlarged or changed without City approval.

14.1 Licensee shall comply with conditions of approval included in the Permit Approvals and Excavation Permit associated with electrical utilities to service the Permit Approved Equipment.

14.2 In any location where Licensee is excavating and installing below grade conduit for relocation of its own cables and fiber, Licensee shall notify the City and provide City opportunity to collocate when feasible.

14.3 In any location where Licensee is installing overhead cables and fiber, Licensee shall not leave looped cables and fiber hanging overhead, unless otherwise approved by the City.

15. INSPECTION

City and CLP shall be entitled, at any time, to inspect the City Streetlights and Permit Approved Equipment for compliance with the terms of this Agreement, and with all applicable Federal, State and local (including those of the City) government regulations.

16. CITY RETENTION RIGHTS

Licensee's right to use the City Streetlights upon which Permit Approved Equipment is authorized for installation shall, during the term of this Agreement, be subordinate and junior to the rights of City and its agent CLP to use and occupy the City Streetlights, the Real Property, and the License Area for municipal or governmental purposes.

17. LICENSEE'S RETENTION OF TITLE

Title to the Permit Approved Equipment placed on the City Streetlights and/or the Real Property in the License Area by Licensee shall be held by Licensee or its equipment lessors, successors, or assigns. The Permit Approved Equipment shall not be considered fixtures. Licensee has the right to remove any or all of the Permit Approved Equipment at its sole expense from time-to-time and upon such removal, Licensee shall restore the Real Property to substantially the same condition that existed prior to the installation thereof, reasonable wear and tear excepted. Upon such removal and restoration, Licensee shall no longer be responsible for the payment of any Annual License Fees with respect thereto and the Annual License Fees paid by Licensee for the calendar year in which such Permit Approved Equipment was removed shall be prorated by the parties based upon a 365 day year. Unless Licensee requests otherwise, any amounts owing to Licensee pursuant the preceding sentence shall be in the form of a credit against Annual License Fees otherwise payable hereunder.

18. SURRENDER

Upon expiration or termination of this Agreement, Licensee at its sole cost and expense and upon City's request, shall within ninety (90) days of written notice from City, remove the Permit Approved Equipment, restore the City Streetlights, the Real Property and License Area to a condition satisfactory to and approved by City, and vacate the City Streetlights, the Real Property and the License Area. Should Licensee fail to restore the City Streetlights, the Real Property, and/or the License Area to a condition satisfactory to City, City may perform such work or have such work performed by others and Licensee shall immediately reimburse City for all reasonable direct and indirect costs associated with such work upon receipt of an invoice for such costs. Licensee shall continue to pay the Annual License Fee until the City Streetlight, the Real Property, and the License Area is restored as required by this Agreement.

19. ASSIGNMENT

19.1 All of the terms and provisions of this License Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement and the rights and obligations of Licensee shall not be assigned, transferred, or hypothecated (collectively referred to as "**transferred**"), in whole or in part, without the express written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned.

Any attempted transfer in violation of this Section shall be void. Except as provided below, the transfer of the rights and obligations of Licensee to any successor in interest

or entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets, shall be deemed an assignment requiring consent. Licensee shall provide City at least sixty (60) days advance written notice of any proposed transfer.

19.2 If Licensee desires at any time to effectuate a transfer, it shall first deliver to City: (1) a written request for approval; (2) the name, address and evidence of CPCN and the qualifications equal to Licensee, of the proposed transferee; and (3) the proposed instrument of assignment shall include a written assumption by the assignee of all obligations of this Agreement arising from and after the effective date of assignment.

19.3 Any transfer shall be conditioned upon sixty (60) days prior written notice, and not be effective until Licensee cures any defaults under this Agreement and the assignee signs and delivers to City a document in which the assignee accepts responsibility for all of Licensee's past, current and future obligations under the Agreement.

19.4 No assignment by the Licensee shall release Licensee from continuing liability under this Agreement with the exception of a buyout of the Licensee by another entity which formally assumes all past, current and future obligations of the Licensee under this Agreement.

19.5 The Parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain equipment deployed by Licensee in the License Area pursuant to this Agreement may be owned and/or operated by Licensee's third-party wireless carrier customers ("**Carriers**") and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such equipment shall be treated as Licensee's Permit Approved Equipment for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such equipment; and (ii) Licensor's sole point of contact regarding such equipment shall be Licensee.

20. TAXES

Licensee shall pay all taxes, fees and assessments which may at any time be imposed or levied by any public entity and attributable to the Permit Approved Equipment and this Agreement. City hereby gives notice to Licensee, pursuant to Revenue and Tax Code Section 107.6 that this Agreement may be deemed by the State to create a possessory interest which is the subject of property taxes levied on such interest, the payment of which taxes shall be the sole obligation of Licensee.

21. RELOCATION

Licensee understands and acknowledges that the City may require Licensee to relocate one or more of its Permit Approved Equipment installations. Licensee shall at the City's direction relocate such Permit Approved Equipment at Licensee's sole cost and expense, whenever the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) the undergrounding of utilities in the License Area; (c)

because the Permit Approved Equipment is interfering with or adversely affecting proper operation of City facilities; or (d) to protect or preserve the public health, safety, or welfare. In any such case, the City shall use its best efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Permit Approved Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, the City shall be entitled to relocate the Permit Approved Equipment at Licensee's sole cost and expense, without further notice to Licensee. To the extent the City has actual knowledge thereof, the City will promptly inform Licensee of the displacement or removal of any pole on which any Permit Approved Equipment is located with twenty-four (24) hours.

21.1 In the event of a project requiring the undergrounding of overhead lines, utilities, or other facilities, Licensee shall at its sole cost and expense underground all Permit Approved Equipment related facilities not on the Streetlight and, upon request of the City and subject to availability of underground space, include within any underground excavation an additional two-inch (2") continuous conduit and pull boxes.

21.2 Except in the event of an emergency or other situation requiring immediate relocation of the Permit Approved Equipment, City shall provide Licensee with not less than one hundred eighty (180) days written notice of relocation specifying a date by which the relocation is to take place.

22. DAMAGE AND DESTRUCTION OF STREETLIGHT

22.1 In the event of (a) partial or total destruction of a City Streetlight during the term of this Agreement which requires repairs to the City Streetlight, or (b) the City Streetlight being declared unsafe by any authorized public authority for any reason other than Licensee's act, use or occupation, which declaration requires repairs to the City Streetlight, City, or CLP shall use reasonable efforts to make said repairs or replace the City Streetlight within thirty (30) days of the date of destruction or the date the declaration was served on Licensee. If City or CLP elects to repair or replace the City Streetlight, and Licensee elects to to repair or replace any of Licensee's Permit Approved Equipment that need repair or replacement and reinstall its Permit Approved Equipment on the replacement City Streetlight, Licensee shall be responsible for the actual cost of the replacement City Streetlight. If Licensee does not elect to reinstall its Permit Approved Equipment, Licensee may terminate this Agreement with regard to the subject City Streetlight by providing written notice to City within fifteen (15) days following the date of such destruction or the date that the declaration was served on Licensee, as applicable. If City or CLP does not elect to repair or replace the City Streetlight pursuant to this Section 22.1, this Agreement shall terminate with regard to the subject City Streetlight upon the date of such destruction or the date that the declaration was served on Licensee, as applicable.

22.2 If City or CLP elects to repair or replace the City Streetlight and Licensee elects to reinstall its Permit Approved Equipment pursuant to Section 22.1 of this Agreement, the Annual License Fee shall remain in full force and effect. If this Agreement terminates with regard to one or more City Streetlights pursuant to Section 22.1 of this

Agreement, the Annual License Fee for those City Streetlights shall remain in full force and effect until the date of termination, and the Annual License Fee for all other City Streetlights shall remain in full force and effect.

22.3 Any termination with regard to one or more City Streetlights under this Section 22 of this Agreement is subject to the Licensee complying with the surrender obligations of Section 18 of this Agreement.

23. TERMINATION

23.1 Except as otherwise provided in this Agreement, this Agreement may be terminated by either Party upon forty-five (45) days' prior written notice to the other Party upon a default of any covenant or term hereof by the other Party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting Party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion).

23.2 Any termination of this Agreement pursuant to Section 23.1 is subject to the Licensee complying with the surrender obligations of Section 18 of this Agreement.

24. CONSTRUCTION

24.1 Licensee agrees to take all prudent action to protect the Permit Approved Equipment and City Streetlights from any damage or injury caused by any work performed by or on behalf of Licensee regarding the construction, installation, operation, inspection, maintenance, repair, reconstruction, replacement, relocation, or removal of its Permit Approved Equipment or the failure, deterioration or collapse of such Permit Approved Equipment.

24.2 Licensee shall, at its sole cost and expense, continually maintain in a first class manner, and repair any damage to the City Streetlight, and the Real Property in the License Area; to the extent such damage is caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. Licensee shall immediately notify the City Engineer and the appropriate public safety agency (e.g. police and fire department) of any damage or injury caused by work authorized pursuant to this Agreement.

24.3 Without limitation of any other remedy available hereunder or at law or in equity, if Licensee fails to repair or remediate any damage as specified in Section 24.2 of this Agreement, City may elect, in its sole and absolute discretion, to repair or remediate such damage and Licensee shall reimburse City of all costs and expenses incurred in such repair and/or remediation.

24.4 Within thirty (30) days of the execution of this Agreement by the City, Licensee shall submit to the City and throughout the Term maintain in effect, a bond, letter of credit or other security, in an amount determined by the City to represent the estimated cost of Licensee's obligations under this Agreement, which the City may require Licensee

to increase from time to time (but no more frequently than every five years during the Term) to reflect the reasonable estimated cost of performing such obligations ("Security"). The Security shall be in a form acceptable to the City, and shall remain in effect throughout the term of this Agreement. The purpose of the Security is to provide payment to the City for any and all expenditures incurred by the City under this Agreement, including but not limited to costs of repairs and cost of removal of the Permit Approved Equipment, and related utilities and improvements upon expiration or termination of this Agreement should Licensee fail to do so as required by this Agreement. The Security shall in no way limit the liability or obligations of Licensee or its insurers under this Agreement. If the funds represented by the Security become exhausted, Licensee shall immediately provide the City with a new security in the amount necessary to provide full required Security.

25. MAINTENANCE

At its sole cost and expense, Licensee shall take good care of the Permit Approved Equipment and keep the Permit Approved Equipment neat, clean, in good condition and free from graffiti, dirt and rubbish at all times. Any above ground electrical cabinets shall be kept clear of graffiti, removed within twenty-four (24) hours of notice to Licensee.

26. MULTIPLE COMPANIES

26.1 The Parties recognize that this Agreement provides a nonexclusive license to Licensee, and thereby contemplates installation and use by multiple entities or companies (public and/or private), other than City, seeking to place equipment in or about the City Streetlight and/or the Real Property in the License Area. Licensee shall use its best efforts to coordinate its activities with those other such entities to reduce the costs of all such parties and to avoid interference with each such party's realizations of benefits of this and similar agreements, but in no way shall Licensee authorize use of the City Streetlight or the Real Property in the License Area by another entity/carrier without the City's prior express written consent.

26.2 If, after the Effective Date another non-governmental commercial telecommunications entity applies to attach telecommunications equipment to a City Streetlight for which Permit Approvals have already been issued to Licensee, City shall notify Licensee of the application and may process such application if Licensee has not pursued its rights to place the Permit Approved Equipment on the Streetlight within six (6) months of the Effective Date, or, if at some future time an amendment to this Agreement is approved to include the construction, installation, and operation of additional Permit Approved Equipment, then the issue date of any such subsequently issued Permit Approvals.

27. INDEMNIFICATION AND LIMITATION ON LIABILITY

27.1 To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees and CLP, its officers and employees, (collectively, the

"Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties and liabilities, of every kind and nature whatsoever (individually, a **"Claim;"** collectively, **"Claims"**), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any latent or patent defects in the design and/or construction of a City Streetlight(s), Permit Approved Equipment, and/or work thereon conducted under this Agreement including, without limitation, defects in workmanship or materials or Licensee's presence or performance of duties on the License Area and/or replacement Streetlight(s) (including the negligent and/or willful acts, errors and/or omissions of Licensee, its principals, officers, agents, employees, vendors, suppliers, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

Notwithstanding the foregoing, nothing herein shall be construed to require Licensee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Licensee.

In no event shall either Party be liable to the other Party for any special, consequential or indirect damages (including by way of illustration, lost revenues and lost profits) arising out of this License Agreement or any obligation (or breach of obligation) arising thereunder, whether in action for or arising out of breach of contract, tort or otherwise. Notwithstanding anything to the contrary in this Agreement, the limitations on Licensee's liability as set forth in the preceding sentence shall in no way limit the Licensee's indemnification obligations as set forth in the preceding paragraphs.

27.2 Licensee shall cause all work performed in connection with this Agreement to be performed in compliance with all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code. In addition to Licensee's indemnity obligations in Section 27(A), Licensee shall indemnify, defend and hold the Indemnified Parties harmless from any and all claims, causes of action or liabilities that may be asserted against or incurred by Indemnified Parties with respect to or in any way arising from Licensee's compliance with or failure to comply with applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq.

28. INSURANCE

28.1 Prior to any work by Licensee and in partial performance of Licensee's obligations hereunder, Licensee shall procure and maintain the following insurance coverages at Licensee's sole expense for the duration of this License and any extensions, renewals, or holding over thereof, from insurance companies admitted to write insurance in the State of California or from non-admitted insurers that are on California's List of

Eligible Surplus Lines Insurers (LESLI) and that have a minimum rating of or equivalent to A:VIII by A.M. Best Company. The insurance requirements provided herein may be satisfied by Licensee through a combination of primary and excess liability coverage:

(a) Commercial General Liability insurance equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 10 93 in an amount not less than Five Million Dollars (US \$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in general aggregate. This insurance shall include coverage for electric and magnetic fields (EMF) liability, products and completed operations liability and shall not exclude or limit coverage for contractual liability, independent contractors, or cross liability protection. This insurance may be covered by or partially covered by Licensee's Environmental Liability insurance in addition to or in lieu of the Commercial General Liability insurance. This insurance shall include defense costs outside its limits of liability. This insurance shall be endorsed to include City of Long Beach (City), and its boards, commissions, officials, employees, and agents as additional insureds (by an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85) and to waive the insurer's rights of subrogation against City and its officials, employees, and agents.

(b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its officials, employees, and agents.

(c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("any auto").

28.2 All insurance required hereunder shall be separately endorsed to require at least thirty (30) days' prior written notice of cancellation (ten (10) days if cancellation is for nonpayment of premium), non-renewal, or material changes in coverage (other than reduction of limits due to claims paid) to City, and to provide that coverage shall be primary and not contributing to any other insurance or self-insurance maintained by City, or its officials, employees, and agents.

28.3 Licensee shall require any contractors associated with this License to indemnify the City to the same extent as the Licensee and to procure and maintain the insurance required herein unless otherwise agreed in writing by City's Risk Manager or designee with the exception that Section 28.1(a) limits may be in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.

28.4 Upon the full execution of this License, Licensee shall deliver to City certificates of insurance and the required endorsements evidencing the coverage required by this License, including the certificates and endorsements of any of Licensee's contractors, for approval as to sufficiency and form. The certificates and endorsements for each insurance policy shall contain the original signatures of persons authorized by

that insurer to bind coverage on its behalf. Licensee shall provide City with copies of certificates of insurance and endorsements for renewal policies within thirty (30) days of policy termination. If Licensee fails to provide City with copies of certificates of insurance and endorsements for renewal policies within thirty (30) days of policy termination, then City shall have the right to require Licensee to deliver complete certified copies of all said policies within thirty (30) days of Licensee's receipt of written notice from City requesting complete certified copies of all said policies.

28.5 Such insurance as required herein shall not be deemed to limit Licensee's liability relating to performance under this License. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this License.

28.6 At the beginning of the Term and, once every three years hereafter, in the event the License continues, the City's Risk Manager shall have the sole authority to increase the scope or limits of insurance required in this License.

28.7 Any modification or waiver of the insurance requirements herein shall be made only with the written approval of City's Risk Manager or designee.

28.8 Self-Insured Retentions. Licensee agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If Licensee's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with Licensee, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Licensee agrees to be responsible for payment of any deductibles on their policies.

28.9 City Remedies for Non-Compliance. If Licensee or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Licensee's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Licensee or reimbursed by Licensee upon demand.

28.10 Timely Notice of Claims. Licensee shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Licensee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

28.11 Coverage not Limited. All insurance coverage and limits provided by Licensee and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

28.12 Coverage Renewal. Licensee will renew the coverage required here annually as long as Licensee continues to provide any Work under this or any other Agreement or agreement with City. Licensee shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Licensee's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City with five (5) calendar days of the expiration of the coverages.

29. HAZARDOUS SUBSTANCES

29.1 From the date of execution of this Agreement throughout the Term, Licensee, its contractors or agents performing any work on behalf of Licensee under this Agreement, shall not use, store, manufacture or maintain on the Streetlight and License Area any Hazardous Substances except (i) in such quantities and types found customary in construction, repair, maintenance and operations of Permit Approved Equipment approved by this Agreement, or (ii) petroleum and petroleum products contained within regularly operated motor vehicles. Licensee shall handle, store and dispose of all Hazardous Substances it brings onto the Streetlight and License Area in accordance with applicable laws.

29.2 For purposes of this Agreement, the term "**Hazardous Substance**" means: (i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("**CERCLA**"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("**RCRA**"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; California Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; California Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); or the Porter-Cologne Water Quality Control Act, Water Code Sections 13000 et seq., all as they, from time-to-time may be amended, (the above-cited statutes are here collectively referred to as the "**Hazardous Substances Laws**") or any other Federal, State or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; (ii) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory, including but not limited to negligence, trespass, intentional tort, nuisance, waste or strict liability or

under any reported decisions of a state or federal court; (iii) petroleum or crude oil; and (iv) asbestos.

29.3 Notwithstanding any contrary provision of this Agreement, and in addition to the indemnification duties of Licensee set forth in Section 27, Licensee agrees to indemnify, defend with counsel reasonably acceptable to City, protect, and hold harmless the City, its officials, officers, employees, agents, and assigns from and against any and all losses, fines, penalties, claims, damages, judgments, or liabilities, including, but not limited to, any repair, cleanup, detoxification, or preparation and implementation of any remedial, response, closure or other plan of any kind or nature which the City, its officials, officers, employees, agents, or assigns may sustain or incur or which may be imposed upon them in connection with the use of the License Area provided under this Agreement, arising from or attributable to the storage or deposit of Hazardous Substances on or under the License Area by Licensee or its agents performing work on Licensee's behalf under this Agreement. This Section 29 is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 USC Section 9607(e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify City for any claim pursuant to the Hazardous Substance Laws or the common law.

29.4 City agrees that City will not, and will not authorize any third party to use, generate, store, or dispose of any Hazardous Substances on, under, about or within the License Area in violation of any law or regulation. City and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs arising from any breach of any representation, warranty or agreement contained in this Section 29. This Section 29 shall survive the termination of this Agreement. Upon expiration or earlier termination of this Agreement, Licensee shall surrender and vacate the Streetlight and License Area and deliver possession thereof to City on or before the termination date free of any Hazardous Substances released into the environment at, on or under the License Area that are directly attributable to Licensee.

30. COMPLIANCE WITH LAWS

Licensee, at its sole cost, shall observe, perform, and comply with all laws, statutes, ordinances, rules, and regulations promulgated by any governmental agency and applicable to the License Area, or the use thereof, including all RF safety standards, Americans with Disability Act requirements, applicable zoning ordinances, building codes and environmental laws. Licensee shall not occupy or use the City Streetlights, the Real Property and/or License Area or permit any portion of the License Area to be occupied or used for any use or purpose that is unlawful in part or in whole, or extra hazardous on account of fire.

31. NOT AGENT OF CITY

Neither anything in this Agreement nor any acts of Licensee shall authorize Licensee or any of its employees, agents or contractors to act as agent, contractor, joint venturer or employee of City for any purpose.

32. NO THIRD PARTY BENEFICIARIES

City and Licensee do not intend, by a provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

33. NOTICES

All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by deliver through the U.S. mail or by overnight delivery service as just described, addressed as follows:

To City:

City of Long Beach
Attn: City Manager
333 West Ocean Blvd.
Long Beach, CA 90802
(562) 570-6916

To Licensee:

Mobilitie, LLC
Attn: Legal Department
660 Newport Center Drive
Suite 200
Newport Beach, CA 92660

With a copy to:

Mobilitie, LLC
Attn: Asset Management
660 Newport Center Drive
Suite 200
Newport Beach, CA 92660

With a copy which shall not constitute legal notice to:

To CLP: 2961 Redondo Ave.
Long Beach CA 90804
c/o Shannon Mockridge

33.1 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of overnight delivery. Either Party may from time to time

designate any other address for this purpose by written notice to the other Party delivered in the manner set forth above.

34. CITY BUSINESS LICENSE

Licensee shall obtain and maintain during the duration of this Agreement, a City business license as required by the Long Beach Municipal Code.

35. TIME IS OF THE ESSENCE

Time is of the essence for this Agreement.

36. STANDARD PROVISIONS

36.1 Waiver. The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

36.2 Integrated Agreement. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

10.1 Conflicts or Inconsistencies. The terms of this Agreement and the Permit Approvals and other permits and licenses required by this Agreement are intended to be complementary and to be read together. In the event there are any direct conflicts between this Agreement and the Permit Approvals or any other attachments attached hereto, the terms of this Agreement shall govern.

36.3 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

36.4 Amendments. This Agreement may be modified or amended only by a written document executed by both Licensee and City and approved as to form by the City Attorney.

36.5 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

36.6 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Los Angeles.

36.7 Equal Opportunity Employment. Licensee represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

36.8 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

36.9 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the dates indicated below.

CITY: CITY OF LONG BEACH, a municipal corporation

LICENSEE: MOBILITIE, LLC, a Nevada limited liability company

By: 

By: 

Patrick H. West

Name: CHRISTOPHER GLASS

City Manager

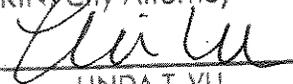
Title: SVP, GENERAL COUNSEL

Date: 7/16/18

Date: 06/27/2018

APPROVED AS TO FORM

7/9, 2018
CHARLES PARKIN, City Attorney

By: 
LINDA T. VU
DEPUTY CITY ATTORNEY

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

[END OF SIGNATURES]

Attachments: Exhibit "A": License Area
 Exhibit "B": Permit Approvals

**Exhibit A
License Area**

<u>Candidate Code</u>	<u>Mobilite Site ID</u>	<u>Latitude</u>	<u>Longitude</u>
LA90XS465C	9CAB000466	33.77851300	-118.19387100
LA90XS471C	9CAB000472	33.78217600	-118.19386400
LA90XSGV1A	9CAB011470	33.78343500	-118.12226300
LA90XS095F	9CAB000018	33.76389100	-118.19515100
LA90XS478D	9CAB000478	33.77820100	-118.18515600
LA90XS531F	9CAB000529	33.78496300	-118.19231800
LA90XS428C	9CAB000430	33.77213100	-118.18380600
LA90XS426C	9CAB000428	33.77421500	-118.18874200
LA90XS538F	9CAB000534	33.78483900	-118.18651300
LA90XS466B	9CAB000467	33.77765800	-118.19814300
LA90XS468D	9CAB000469	33.77784300	-118.19127000
LA90XS470B	9CAB000471	33.78030800	-118.19795700
LA90XSIM8B	9CAB011897	33.77053200	-118.12084900
LA90XS508A	9CAB000506	33.78207800	-118.15450900
LA90XS530B	9CAB000528	33.78469400	-118.18791200
LA90XS544A	9CAB000540	33.79001800	-118.18280300
LA90XS577B	9CAB000573	33.79250600	-118.19504300
LA90XS612F	9CAB000608	33.81797800	-118.19517400
LA90XSCV4A	9CAB010473	33.76817200	-118.18253200
LA90XSED5A	9CAB010804	33.79472700	-118.21709700
LA90XSEL7D	9CAB010886	33.78653000	-118.21095600
LA90XSFP0C	9CAB011159	33.79166900	-118.22242900
LA90XSGC7A	9CAB011296	33.82504700	-118.14480100
LA90XSGM9C	9CAB011398	33.77058800	-118.18876700
LA90XSHA7D	9CAB011526	33.80498800	-118.21732900
LA90XSHV4C	9CAB011723	33.76969600	-118.19518200
LA90XS463B	9CAB000464	33.77524200	-118.20053100
LA90XS420B	9CAB000422	33.76733600	-118.19557500
LA90XS418C	9CAB000420	33.77369200	-118.20178800
LA90XS415B	9CAB000417	33.76979400	-118.20073100
LA90XS414E	9CAB000416	33.76747000	-118.20108500
LA90XS225B	9CAB000022	33.76353600	-118.18491600
LA90XS184B	9CAB000029	33.76938100	-118.18254900
LA90XS133B	9CAB000026	33.77179400	-118.19929000
LA90XS075C	9CAB000024	33.76964600	-118.19820400
LA90XS472B	9CAB000473	33.78204900	-118.19795500
LA90XS101B	9CAB000025	33.76712400	-118.19130200
LA90XS112B	9CAB000028	33.77307600	-118.18759200

LA90XS116A	9CAB000019	33.76567900	-118.19541600
LA90XS135E	9CAB000036	33.77542300	-118.19219500
LA90XS146B	9CAB000027	33.77421300	-118.19521100
LA90XS152D	9CAB000037	33.77946800	-118.18494200
LA90XS195A	9CAB000030	33.76937000	-118.18576200
LA90XS207D	9CAB000032	33.77003500	-118.18014300
LA90XS220C	9CAB000033	33.77179600	-118.17992400
LA90XS268B	9CAB000020	33.76393600	-118.19224400
LA90XS269A	9CAB000017	33.76170500	-118.18952800
LA90XS395A	9CAB000397	33.76595200	-118.20059900
LA90XS408E	9CAB000410	33.76515500	-118.17273200
LA90XS421A	9CAB000423	33.76746100	-118.19892100
LA90XS423B	9CAB000425	33.76696700	-118.18881800
LA90XS424C	9CAB000426	33.77130300	-118.19497500
LA90XS427B	9CAB000429	33.76763500	-118.17579900
LA90XS429D	9CAB000431	33.77110800	-118.18647600
LA90XS430E	9CAB000432	33.77369600	-118.18494500
LA90XS431D	9CAB000433	33.77448600	-118.17629500
LA90XS433C	9CAB000435	33.76958900	-118.17278600
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[Mobilitie, LLC]

Exhibit B
Permit Approvals

[Permit Approvals to be attached behind this page following issuance by City]

[Mobilitie, LLC]

4830-2728-8654.8

PERMIT APPROVALS TO BE ADDED AS ADDENDA