

Attachment 2

**SMALL CELL WIRELESS COMMUNICATION FACILITIES
MASTER LICENSE AGREEMENT FOR CITY-OWNED LIGHT POLES**

between

THE CITY OF REDMOND

and

Table of Contents

	<u>Page</u>
TERMS OF LICENSE	4
1. Definitions	4
2. City Poles.....	5
3. Allowed Use.....	5
4. Site License Addenda	6
5. Term.....	6
6. Compensation.....	7
7. Taxes, Assessments & Utilities.....	8
8. Permits.....	8
9. Non-Interference with City Poles.....	9
10. Radio Frequency Interference Study.....	10
11. City Poles Access & Security	11
12. Hazardous Materials	11
13. Pole Replacement & Make Ready.....	12
14. Maintenance/Stewardship	13
15. Repairs by City; Increased Maintenance Costs; Emergency Situations	13
16. Sub-license & Assignment by Company.....	14
17. Sub-license & Assignment by City.....	15
18. Improvements, Fixtures and Personal Property; Inspection by City	15
19. Destruction of or Damage to the City Poles or any Site Structures.....	16
20. Condemnation.....	16
21. Insurance.....	16
22. Hold Harmless	16
23. Performance Bond.....	18

24.	Nondiscrimination	19
25.	Stop Work	19
26.	Prerequisites for Approval	19
27.	Review of Plans	19
28.	Default; Remedies.....	21
29.	Termination	22
30.	Cure	24
31.	Relocation.....	24
32.	Removal of Site Equipment upon Termination of Agreement.....	25
33.	Records; Audits	25
34.	Miscellaneous	26

This WIRELESS COMMUNICATION FACILITIES MASTER LICENSE AGREEMENT hereinafter (“Agreement”) is entered into by and between the City of Redmond, a municipal corporation of the state of Washington, hereinafter referred to as (the “City”), and _____, hereinafter referred to as (the “Company”) effective as of _____ (the “Effective Date”).

RECITALS

WHEREAS, the City owns certain improved real property and structures, described in Exhibit A, attached hereto and incorporated herein (the “City Poles”), and

WHEREAS, the City owns the City Poles in its proprietary capacity; and

WHEREAS, the Company is engaged in the operation of small cell facilities (“Small Cell Facilities,” as further defined below) and desires to license from the City, and the City is willing to license the City Poles, described in Exhibit A, attached hereto and incorporated herein; and

NOW THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged and in consideration of the terms, conditions, covenants and performances contained herein, it is mutually agreed as follows.

TERMS OF LICENSE

1. Definitions

1.1. “City Poles” means certain poles owned and operated by the City in public right-of-way and public utility easements adjacent to the right-of-way and approved for Company’s Site Equipment as further described on Exhibit A. The term “City Poles” does not include real property owned by City or the fixtures located thereon or improvements there to, including but not limited to, buildings, water towers and parks.

1.2. “Government Approvals” includes all federal (e.g. FCC and FAA requirements), state and local permits and approvals, including the Master Permit and compliance with the Redmond Municipal Code (RMC) and Redmond Zoning Code (RZC).

1.3. “Make-Ready Work” means the work required on or in a City Pole to create space for the Site Equipment, which may include but is not limited to replacing and/or reinforcing the existing City Pole to accommodate the Site Equipment, or rearrangement or transfer of existing Site Equipment and the facilities of other entities, including any necessary fiber connections and electrical power, as further described in Section 13.

1.4. “Site Equipment” means antennas and any associated utility or equipment box, and transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach Site Equipment to City Poles, peripherals, and wiring, cabling, power feeds, and any approved signage attached or connected to the City Poles, together with ground based, pad mounted equipment cabinets and/or pedestals needed for the operation of the Site Equipment if such equipment is permitted by the RZC and RMC.

1.5. “Site License Addendum” means the document in the form substantially similar to Exhibit C that, when fully executed, incorporates the provisions of this Agreement and authorizes the Company to

install, operate, repair, replace, and maintain the Site Equipment on City Poles identified in the specific Site License Addendum. A Site License Addendum is required in addition to a Small Cell Permit.

1.6. “Small Cell Facility” or “Small Cell Facilities” means a “small wireless facility” as defined in 47 CFR 1.6002.

1.7. “Spectrum Act” refers to Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, codified at 47 USC 1455.

2. City Poles

2.1. The City represents as follows:

2.1.1. it owns the City Poles and all appurtenances;

2.1.2. it is fully authorized to enter into this Agreement; and

2.1.3. the individual executing this Agreement is authorized to bind the City to the provisions hereof.

2.1.4. The City hereby licenses to Company a portion of the City Poles, and as approved in each Site License Addendum, the form of which is attached hereto and incorporated herein by reference, together with non-exclusive access rights, to and from the City Poles, sufficient for Company’s use of the City Poles, as outlined in Section 11 herein. This Agreement allows Company to utilize City Poles within the present limits of the City and as such limits may be hereafter extended.

2.1.5. Company’s use of an individual City Pole is subject to the City’s prior approval of a Site License Addendum for each City Pole.

2.2. The authority granted by this Agreement is a limited, non-exclusive authorization to occupy and use certain City Poles as approved by a Site License Addendum. Such use must also follow the Redmond Municipal Code (the “RMC”), the Redmond Zoning Code (the “RZC”), and all other federal, state, and local laws and regulations. The provisions of this Agreement are expressly contingent upon the approval by the City of a Master Permit which expressly authorizes the deployment of Small Cell Facilities in the public right of way.

2.3. Nothing contained within this Agreement shall be construed to grant or convey any right, title, or interest in the City Poles to the Company other than for the purpose of placing and operating the Site Equipment. Further, nothing in this Agreement shall be interpreted to create or vest in Company any easement or other ownership or property interest to any City Poles, property, or rights-of-way. This Agreement shall not constitute an assignment of any City’s ownership of or other rights to City Poles, property, or rights-of-way.

3. Allowed Use

3.1. Company may install, operate, maintain, remove, and replace, at Company’s sole responsibility and expense, Small Cell Facilities that are substantially consistent with the Site Equipment. Company shall not use the City Poles for any other purpose whatsoever without the prior written consent of the City, which consent may be withheld for any lawful reason. This Agreement does not grant Company the right or license to utilize City Poles for facilities other than Small Cell Facilities.

3.2. Company in the performance and exercise of its rights and obligations under this Agreement shall not materially or harmfully interfere in any manner with the existence and operation of any and all existing and future public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the City, cable television, location monitoring services, public safety and other existing telecommunications equipment, utility, or municipal property, without the express written approval of the City or owners of the affected property or properties, except as permitted by applicable laws or this Agreement. However, the City agrees that to the extent it permits any other tenants, licensees, or users, to use the City Poles such third party will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with the existing industry standards to the then existing equipment of Company; provided, however that this exception shall not apply to the extent such equipment is deployed for the purpose of public health and safety. The parties acknowledge that the City does not have the expertise to determine if there is harmful interference, and that the City can rely on documentation provided by the third party that its equipment does not interfere with Company's Small Cell Facilities. Further, Company agrees that the only recourse Company shall have is to request that such third party interfering equipment be removed from the City Pole.

4. Site License Addenda

4.1. Prior to use of the City Poles by Company, Company and City must execute a Site License Addendum in the form substantially similar to Exhibit B that covers the specific Small Cell Facility and location of the specific City Poles.

4.2. All Site License Addenda are subject to the terms and conditions of this Agreement. Further, the Company acknowledges and agrees that as a result of the City's review of the Site License Addenda, the City may deny the installation of Site Equipment outright or require additional terms and/or conditions which will be stated in each Site License Addendum. The City is under no obligation to accept the installation of the Site Equipment on the City Poles if it determines in its sole discretion that the installation will interfere in any way with the City's primary use of the City Poles, or of the public right of way for transportation purposes, including transportation signalization or public safety, city utility, communication facilities or electrical facilities and their maintenance and operations or the City determines that such installation would conflict with City policy as expressed by law, ordinance or regulation.

4.3. Company represents, warrants and covenants that its Site Equipment installed pursuant to this Agreement and each Site License Addendum will be utilized solely for providing the following services: the provision of data and voice coverage and capacity for mobile device users. Company is not authorized to and shall not use its Site Equipment to offer or provide any other services not specified herein without prior written permission from the City and any other necessary permits and approvals, including but not limited to installation and operation of wires and facilities to provide backhaul transmission service to a third party or the expansion of the facility to include additional antenna, radios and other infrastructure that would eliminate concealment or transform the City Poles into a micro or macro cell site as such terms are defined by state and federal law.

5. Term

The term of this Agreement shall commence as of the Effective Date and shall expire five (5) years from effective date ("Initial Term"); provided that this Agreement may be extended for one additional five (5) year term ("Renewal Term"). This Agreement will automatically renew for an additional five (5) year period, unless either party provides at least ninety (90) days written notice of its intent not to renew. For the Renewal Term, the parties shall then renegotiate as necessary the compensation terms, bonding requirements, insurance levels, and resolution of any compliance issues, all other terms of this Agreement

shall remain the same. If the parties cannot reach resolution on such terms before the expiration of the Initial Term, then this Agreement shall be terminated. The Initial Term and the Renewal Terms shall collectively be referred to as the "Term". A Site License Addendum shall not extend this Agreement. Each Site License Addendum shall terminate with the expiration or termination of this Agreement, unless this Agreement is extended upon a Renewal Term.

6. Compensation

6.1. Prior to execution of this Agreement, Company shall pay a one-time fee in the amount not to exceed _____ Dollars (\$_____.00) to compensate City for the administrative costs associated with preparing and processing this Agreement.

6.2. Company shall be responsible for paying an administrative fee for the processing and review of a Site License Addendum by City equal to One Thousand Dollars (\$1,000.00) for up to five Site License Addendum (which shall include both new and replacement poles), with an additional One Hundred Dollars (\$100.00) for each Site License Addendum beyond five, which amount an estimate of the actual cost incurred by the City associated with the processing of the Site License Addendum, which includes but is not limited to, compensating the City for employee and third party contractor time and materials, actual costs associated with processing and reviewing the Site License Addendum, maintaining the City Pole, preparing the City Pole for the Site Equipment, costs associated with any additional City equipment or fixtures necessary for the Site Equipment, and any time and materials associated with inspection of the Site Equipment and associated City Pole (collectively the "Review Fee"). The Review Fee deposit shall be submitted with each Site License Addendum, any additional costs incurred by the City shall be paid by the Company within thirty (30) days of an invoice by the City. If actual costs incurred by the City are less than the Review Fee, the City shall refund any unused portion of the Review Fee to the Company.

6.3. Company shall pay to the City the Rent for each Site License Addendum, in advance, on the first day of January through the Term of the Agreement, without any prior notice or demand therefor, and without deduction, offset, abatement, or setoff. "Rent" in the year of installation of any Site Equipment shall equal the Review Fee; thereafter, the Rent is \$270, adjusted on January 1st of each year by increasing the Rent by the increase in the Consumer Price Index for the Seattle-Bellevue-Everett area.

6.4. If Company desires to make any modifications (not including regular maintenance of the Site Equipment) to the Site Equipment, then Company shall be required to submit a new Site License Addendum with the Review Fee consistent with Section 6.2 above.

6.5. If the Federal Communications Commission's Declaratory Ruling published in the federal register on October 15, 2018 ("Declaratory Ruling") as it pertains to fees for the usage of City Poles is repealed, modified or overturned, in a manner which allows the City to charge additional fees beyond actual costs to the City, the parties agree that Rent shall increase to \$1,500 per year per Site License Addendum, adjusted annually by the increase in the Consumer Price Index for the Seattle-Bellevue-Everett area. Unless prohibited by law, such increase shall apply retroactively to any existing Site License Addenda. The increase in Rent shall be due sixty (60) days after the effective date of such repeal, modification or overturning of the Declaratory Ruling. Further, the Rent shall also be due in the year of installation without proration for the partial year.

6.6. Company is responsible for and agrees to reimburse the City for electrical service for its Site Equipment. The reimbursement of such electrical services shall be paid to the City on an annual basis, and may be based on a flat rate mutually agreed to by the parties based on the estimated power usage. The parties may mutually agree to installation of metering equipment to determine actual electrical usage or estimated usage based on the electrical demands of like small cell facilities.

6.7. Rent and the Review Fees shall be delivered or mailed to the _____ . All payments must reference the pole location and assigned site identification number.

6.8. Receipt of any Rent or Review Fees by the City, with knowledge of any breach of this Agreement by Company, or of any default on the part of Company in the observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed a waiver of any provision of this Agreement nor limit the City's remedies to address such breach or default.

6.9. If after the end of the Initial Term or any Renewal Term, as the case may be, Company continues to maintain Site Equipment on the City Poles without entering into a new license with City, and/or City has not provided written notice to Company that the Agreement will not be renewed, Company shall become a tenant whose occupancy may be terminated upon thirty (30) days written notice. Company shall pay Rent during the hold over period for all Site License Addenda in the amount of One Hundred-Fifty percent (150%) of the annual Rent (the "Holdover Rate").

6.10. If any sums payable to City under this Agreement are not received by the City on or before the fifth (5th) day following its due date, Company agrees to pay interest compounded at the rate of one percent (1%) per month from the due date or the highest rate allowed by law, whichever is greater, but not to exceed eighteen percent (18%) in any event for all Site License Addenda for which payment was not received. Where a check is returned to the City by a bank or other financial institution with the indication that the check cannot be honored, there shall be a fee assessed to Company based on the current statutory maximum allowed. City and Company agree that such charges represent a fair and reasonable estimate of the costs incurred by City by reason of late payments and uncollectible checks, and the failure by Company to pay any such charges by no later than thirty (30) days after Company's receipt of written demand therefore by City shall be a default under this Agreement. City's acceptance of less than the full amount of any payment due from Company shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by City.

6.11. City hereby agrees to provide to Company certain documentation (the "Rental Documentation") evidencing City's interest in, and right to receive payments under, this Agreement, including a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Company, City agrees to provide updated Rental Documentation in a form reasonably acceptable to Company.

7. **Taxes, Assessments & Utilities.** In addition to the Rent, Company shall pay annually in advance to the City the then current, applicable leasehold excise tax, unless the Company is centrally assessed by the State of Washington and provides documentation, that is acceptable to the City, of its central assessment, which evidence shall then be attached to this Agreement as Exhibit D. If Company is centrally assessed by the State of Washington and Company provides satisfactory evidence of its central assessment to City, then for any and all periods that Company reports the property as operating property, as defined in RCW 84.12.200, Company will not be required to pay leasehold excise tax to City. Should the City collect from Company and pay to the Department of Revenue leasehold excise tax which is subsequently determined to be a duplicate payment or over-payment of tax by Company, Company shall not have any claim against the City, but shall look directly to the Department of Revenue for reimbursement. **Permits**

8.1. Prior to performing any construction, maintenance or repair work on the City Poles, the Company shall secure all necessary federal, state and local Government Approvals at its sole expense. The City has certain obligations and procedures as a municipality, including but not limited to permitting procedures, zoning requirements and Council approval requirements, and nothing in this Agreement shall

be interpreted or applied to deprive the City of the exercise of its administrative or quasi judicial discretion in any Governmental Approval process or otherwise adhering to its procedures or exercising its obligations under the RMC and RZC.

8.2. Company must obtain Governmental Approvals for each Site License Addendum prior to the commencement of any build-out of the Site Equipment. No Site Equipment shall be permitted on the City Poles prior to the granting of such Governmental Approvals.

8.3. Company shall complete installation of its Site Equipment approved by the City pursuant to a Site License Addendum no later than twelve (12) months after the receipt of Governmental Approvals and shall commence operation no later than six (6) months after installation. Company shall provide notice to the City of the completion of its installation. Failure of Company to complete installation, commence operation of the applicable Site Equipment, or apply for Governmental Approvals, as provided above, shall allow the City to terminate the affected Site License Addendum upon ten (10) days' notice to Company. Company may request an extension of the timelines listed in Section 8.3, for up to an additional six (6) months, which extension shall not be unreasonably withheld.

9. Non-Interference with City Poles

9.1. The City shall not be responsible for interference with the Company's Site Equipment caused by the electronics equipment of the City or any senior lessee or licensee on the City Poles. If such interference occurs and cannot be remedied within thirty (30) days after notice, then the Company may cancel the Site License Addendum pursuant to Section 29.2.1, without penalty.

9.2. Company has an obligation to cooperate with other users of the City Poles to remedy interference. Further, Company may not cause interference with the equipment of the City or of senior lessees or licensees. City usage may include operation of wireless transceivers attached to City Poles. Within seventy-two (72) hours after notice, Company shall remedy interference caused by Company's Site Equipment. Failure of Company to remedy such interference shall be cause for the City to either disconnect power to the Site Equipment on the specific City Pole or terminate the Site License Addendum consistent with Section 29.1.

9.3. Outside the historic and/or primary use including future planned primary use of the City Poles, the City shall not use, nor shall the City permit its tenants, employees, or agents to use any portion of the City Poles that are the subject of a Site License Addendum in any way which materially interferes with the operations of Company authorized by this Agreement. Such interference shall be terminated within seventy-two (72) hours after written notice to the City. Notwithstanding the foregoing, nothing in this Section shall be construed to imply that Company is seeking or entitled to an exclusive license with the City which will interfere with the historic, and/or primary use including future planned primary use of the City Poles by the City.

9.4. The City agrees that it will require any other subsequent occupants outside of the historical uses of the City Poles, which historical uses shall include emergency management, to provide to Company and the City the same assurances against interference and any subsequent occupants outside the historical uses of the City Poles, shall have the same obligation to eliminate any harmful or unreasonable interference with the operations of Company caused by the subsequent occupants.

9.5. To the extent any Company Site Equipment interferes or disturbs equipment owned by any third party, Company shall notify such third party directly and shall make good faith efforts to resolve the matter with such third party prior to involving the City.

10. **Radio Frequency Interference Study**

10.1. Company must comply with all laws including all laws relating to the allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the City Poles, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Site Equipment alone or from the cumulative effect of the Site Equipment added to all other sources on or near the City Poles. Company must provide to the City a copy of the report, required for Company's Site License Addendum, analyzing whether RF and EMF emissions at the proposed City Poles would comply with FCC standards, taking into consideration the Site Equipment installation specifications and distance to residential windows (each, an "Emissions Report"). Further, Company shall, at its own cost and expense, perform an RF emissions test following installation to validate that the Site Equipment once installed complies with the FCC standards. Company may provide one standard Emissions Report which certifies that a standard Site Equipment configuration (including power output, elevation of antennas above ground level, number of antennas) complies with FCC standards for its entire deployment, provided that the configuration of its Site Equipment remains identical ("Master Emissions Report"). Company may provide multiple Master Emissions Reports if it deploys different configurations within the City. All applications for Site Equipment shall certify that the configuration is the same as or emits less emissions than the design in the Master Emissions Report. If a Site Equipment installation differs from that included in the Master Emissions Report, and its emissions exceed those included in the Master Emissions Report, then Company will be required to provide a customized Emissions Report for such Site Equipment.

10.2. If, after Company initiates operation of its Site Equipment, the City has reason to believe that Company's operation of its Site Equipment has caused or is causing any electrical, electromagnetic, radio frequency, or other interference with the operation and use of any other authorized communications facilities on the City Poles, whether operated by the City, emergency network or another pre-existing lessee, user or occupant with rights prior in time to Company, upon notice, Company shall promptly commence curative measures until the interference has been corrected to the reasonable satisfaction of the City of the facilities being interfered with. If such interference has not been corrected within thirty (30) days of Company's receipt of the initial notice from City, Company shall remove the interfering equipment, or portions thereof causing the interference. If, after removal, the interference continues, then Company or City may terminate the Site License Addendum upon thirty (30) days' notice to the other party and neither party shall have any further obligations or responsibilities under the Site License Addendum.

10.3. Company shall not affix or mount any antennas, devices, equipment or related material, in any manner or in any location which would cause degradation in the operation or use of communications systems at the City Poles which serve the City or other users. This would include but not be limited to impacting the received or transmitted signal strength or patterns of any systems at the site serving the needs of the City. If at any time the operation of Company's Site Equipment interferes with the reception or transmission of public safety, utility or traffic signalization communications, Company shall immediately cease operation of the site or the specific portion of the Site Equipment causing the interference until such time as the interference is corrected.

11. City Poles Access & Security

Company shall comply with the following:

11.1. Company is hereby granted a non-exclusive right to access the City Poles for maintenance, operation and/or repair of the Site Equipment. Company shall obtain all necessary Governmental Approvals prior to such maintenance operation and/ or repair.

11.2. Except in an emergency situation, Company shall use reasonable efforts to perform repairs during such hours that will minimally interfere with the City's primary use of the City Poles. Company is required to give forty-eight (48) hours advance notice to the City before accessing the City Poles to perform normal/regular maintenance of the Site Equipment.

11.3. Company shall be permitted access to the Site Equipment without being required to give notice in the event of an emergency, provided that the Company shall submit to the City, no later than forty-eight (48) hours after the emergency, a written report describing the emergency and the reason(s) why immediate access to the City Poles was required. In the event of (i) a public emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, fatal or serious injury accidents, and/or (ii) during City use at the City Poles, Company's access may, at the reasonable discretion of the City, be temporarily limited or restricted; provided, that any temporary limitation or restriction in Company's access shall be restored as soon as the circumstances shall allow, as determined by the City, in its sole discretion.

11.4. Company shall designate a Site Equipment Manager, and a secondary contact person to serve as the primary point of contact for the City with regard to Site Equipment maintenance and access. The contact information for such contacts is attached here to as Exhibit F. Company may designate a new Site Equipment Manager or secondary contact person by providing notice to the City pursuant to Section 34.5. Company shall communicate and provide notice to the City staff designated on Exhibit G for all maintenance and access requirements.

11.5. Company shall meet with the City, and other telecommunications operators if necessary, upon request, to schedule and coordinate construction and maintenance of the City Poles, Site Equipment and use of the rights-of-way.

11.6. Outside the City's regular business hours, Company shall be required to contact the on-call staff detailed on Exhibit F to make arrangements for City staff to provide access. Company shall be responsible for any reasonable costs incurred for the on-call time to respond to the after-hours access. Payment is due thirty (30) days after receipt of invoice.

12. Hazardous Materials

12.1. Company shall not cause or permit any Hazardous Materials to be brought upon, stored, used, released or disposed of on the City Poles which would cause the City Poles to be in violation of any applicable laws or which would require remediation or correction to the City Poles. "Hazardous Materials" means any dangerous, toxic or harmful substance, material or waste that is or becomes regulated by any local government authority, the State of Washington, or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. Company shall be responsible for all spills or other releases of any Hazardous Materials that may occur on the City Poles to the extent arising out of Company's activities or caused by the Company, its employees, contractors, subcontractors, or invitees; and, at Company's cost, shall promptly conduct any investigation and remediation as required by any applicable laws, at Company's sole cost.

13. **Pole Replacement & Make Ready**

13.1. Company shall bear all costs for all Make-Ready work, including installing Site Equipment, replacing or retrofitting existing City Poles. Such costs shall include, but are not limited to, costs for dismantling, removal and disposal of the existing City Poles and appurtenances in compliance with the RMC, removal and replacement of foundation, replacement streetlight, replacement of junction boxes to non-skid boxes, additional conduit if needed, and geotechnical analysis (as appropriate for soil and foundation stability, etc.), applicable restoration of the right-of-way, replacement of hardscape, vegetation or other existing urban design features impacted by the work. Any such replacement shall be subject to prior approval by the City and approved as part of the Site License Addendum. If Company or a third party, other than City or Company, acting on Company's behalf would have to rearrange or adjust any of its facilities in order to accommodate the Site Equipment, Company shall be responsible, at Company's sole expense, to coordinate such activity and to pay any such third party for any related expenses.

13.2. The design and appearance of any such replacement poles will need to be approved by City through a Site License Addendum prior to installation. The approval of the Site License Addendum shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with the latest edition of the National Electric Safety Code, and with City's regulatory rules and the City's Standards, Specifications and Details Manual, and any applicable Americans Disabilities Act requirements. If Company is requested by a third party, in comparable circumstances, to relocate or adjust any Site Equipment to accommodate that third party's facilities, subject to City's written approval of such relocation, Company shall reasonably cooperate with such request.

13.3. Upon inspection and acceptance by the City, the Company agrees to assign ownership of any replacement pole (together with the foundation and related access conduits, handholds, etc.) to the City, and prepare any ancillary documentation or agreement. City may require Company to deliver written evidence (reasonably acceptable to the City) of the deed of dedication of the replacement pole (together with the foundation and related access conduits, handholds, etc.), along with the assignment of any warranties applicable to the replacement pole, including, without limitation, manufacturer's, installation, and other service provider warranties.

13.4. Where City approves the installation of a replacement pole, the pre-existing pole and foundation must be removed, to the extent required by the City, by Company within ten (10) business days after the installation of the replacement pole and restored to a condition equal to or better than existed prior to such removal.

13.5. Company shall not place any advertising or lighting devices in, on or about the City Poles, unless such signs or lighting are a part of the design of the pole and provide a public benefit as approved by the City. Examples of installations providing a public benefit include way signage and civic banners. However, Company is required to place a sticker with the contact name and number so that the City can contact the Company as necessary for repairs and in emergency situations.

13.6. A prototype for a City Pole with Site Equipment may be required to be constructed at a site designated by the City for the City's review and approval prior to installation of a small cell facility on a City Pole, in order to establish the design and technical feasibility of the Company's Site Equipment, such technical feasibility shall include, but is not limited to, testing for interference with traffic control devices, electrical equipment, lighting, and wireless transceivers.

13.7. Any replacement pole must include a method by which the City may install a City-standard pole on the replacement pole foundation, in order to ensure that the City can continue to provide street lighting if such replacement pole were ever removed. This can be achieved by either following the same

bolt pattern as the existing City Poles, by providing adapter plates to the City, or through another mutually agreeable method, in order to ensure that the City may install a standard Redmond street light pole on the same foundation in case of knock-down, abandonment, or other reason in which the pole needs to be replaced.

14. **Maintenance/Stewardship**

14.1. Company shall, at its own expense and at all times, keep the Site Equipment in good order, repair and condition and keep and use the City Poles in accordance with all Laws. Company shall permit or cause no waste, damage or injury to the City Poles. Company is responsible for any damage caused to City Poles by Company and shall coordinate with City an appropriate schedule and plans for repairs to any damaged City Poles. City acknowledges and agrees that Company shall not be responsible for ongoing maintenance of lighting on any City Poles.

14.2. City shall have no obligation to the Company to maintain or safeguard the City Poles, except that City shall not intentionally permit access to the Site Equipment to any third party without the prior approval of Company, except as otherwise provided herein or in an emergency situation.

15. **Repairs by City; Increased Maintenance Costs; Emergency Situations**

15.1. City reserves the right to make alterations, repairs, maintenance, additions, removals, improvements, and all other similar work to all or any part of the City Poles for any purpose. Company's use of the City Poles may not impede or delay City's authority and ability to make any changes to the City Poles.

15.2. Pursuant to the design requirements agreed to between the City and Company, Company shall install a disconnect mechanism to enable the City to disconnect Company's Site Equipment in order to safely work on the City Poles or in case of an emergency.

15.3. City shall have no duty to Company to make any repairs or improvements to the City Poles.

15.4. City is not responsible for any third-party damage to Site Equipment or the City Pole.

15.5. In the event that the presence of Company's Site Equipment on the City Poles results in increased maintenance or repair costs to the City, Company shall, within thirty (30) days of receipt of written notification by the City, which shall include documentation evidencing such increase as the result of Company's use, pay the City for the incremental maintenance or repair costs incurred by the City.

15.6. In the event of any emergency in which any of Company's Site Equipment endangers the property, life, health, or safety of any person, entity or the City Poles, or if Company's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any person, entity or the City, Company shall immediately take the proper emergency measures to repair its Site Equipment and to cure or eliminate the dangerous conditions for the protection of property, life, health, or safety of any person, entity or the City. Company shall notify the City, via phone or email, as soon as practicable following the onset of the emergency, but no more than twenty-four (24) hours. The City retains the right and privilege to take proper emergency measures, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If the City becomes aware of an emergency before the Company, then the City shall notify Company by telephone and via email promptly upon learning of the emergency.

15.7. The City will not be liable in any manner, and Company hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's access to the Site Equipment, including the removal of Company's Site Equipment from a City Pole in an emergency.

15.8. City shall not be liable for any damages to any person or property, nor shall Company be relieved from any of its obligations under this Agreement, as a direct or indirect result of temporary interruption in the electrical power provided to the City Poles. Under no circumstances shall City be liable for indirect, special, incidental, or consequential damages resulting from such an interruption.

16. Sub-license & Assignment by Company

16.1. Company may not sublicense or co-locate any other broadcast equipment on the City Poles, without express written consent by City, which consent may be denied by the City for any lawful reason.

16.2. Neither this Agreement, nor any rights created by it, may be assigned, or transferred without the express written permission from the City. Any such assignment shall be in writing on a form approved by the City and shall include an assumption of this Agreement and Company's obligations hereunder by the assignee.

16.3. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Further, no assignment or transfer of this Agreement shall be deemed to occur based on the public trading of Company's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Agreement.

16.4. Notwithstanding the foregoing, Company may assign its interest in this Agreement, without the City's consent, to any entity which controls, is controlled by, or is under common control with Company, or to any entity resulting from any merger or consolidation with Company, or to any partner or member of Company, or to any partnership in which Company is a general partner, or to any person or entity which acquires fifty-one percent (51%) or more the ownership of Company or fifty-one percent (51%) or more of the assets of Company, or to any entity which obtains a security interest in a substantial portion of Company's assets. Further, Company may assign this Agreement and/or any Site License Addendum to any entity which acquires all or substantially all of Company's assets within the State of Washington by reason of a merger, acquisition or other business reorganization without approval or consent of City. Any assignment as provided in this Section 16.4 shall be conditioned upon an assumption of all obligations of Company under this Agreement by the assignee; and provided further, that Company shall provide the City with a copy of said written assignment, acceptable to the City, and a copy of the additional insured endorsement and Certificate of Insurance in a and any applicable bonds, all on forms acceptable to the City, prior to the effective date of the assignment.

16.5. The City's consent to one assignment shall not waive the requirement of obtaining the City's consent to any subsequent assignment.

16.6. Company shall reimburse the City on demand for any actual, and documented costs that the City incurs in connection with any proposed assignment, including the costs of investigating the acceptability of the proposed assignee and legal costs incurred in connection with considering any requested consent.

16.7. The Parties acknowledge that Small Cell Facilities deployed by Company on a City Pole pursuant to this Agreement may be owned and/or remotely operated by a third-party wireless carrier customer (“Carriers”) and installed and maintained by Company pursuant to existing agreements between Company and a Carrier. The Site Equipment shall be treated as Company’s Site Equipment for all purposes under this Agreement and any applicable Site License Addendum. Company shall remain solely responsible and liable for the performance of all obligations under this Agreement and applicable Site License Addenda with respect to any Site Equipment owned and/or remotely operated by a Carrier. Company shall identify on the Site License Addenda the identity of the Carrier on whose behalf it is operating the Site Equipment on each City Pole. Company is not required to submit its contract with such Carrier.

17. Sub-license & Assignment by City

17.1. Should the City sell, lease, license, transfer, or otherwise convey all or any part of the City Poles that are the subject of this Agreement to any transferee other than Company, such transfer shall be subject to this Agreement.

17.2. The City retains the right to sublicense or enter into any type of agreement for any portion of the City Poles for any reason, including but not limited to, co-locating wireless facilities, if it will not harmfully or unreasonably interfere with the Company’s use of the City Poles.

17.3. The City may transfer and assign its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against the City hereunder, provided that the assignee or transferee assumes, in writing, all of the City’s obligations under this Agreement, which shall remain in full force and effect.

18. Improvements, Fixtures and Personal Property; Inspection by City

18.1. The City agrees that, notwithstanding any provision of statutory or common law, the Site Equipment and any other Company improvements to the City Poles, including but not limited to personal property, shall remain the exclusive property of the Company.

18.2. Any revisions to the Site Equipment listed on a Site License Addendum after initial installation shall require an amendment to the Site License Addendum and the submission of the Review Fee consistent with Section 6.4. Such amendment and additional approval from the City shall not be required for routine maintenance and repair of the Site Equipment, or the replacement of an antenna or equipment of similar size, weight and height, provided that such replacement adheres to the requirements of the RMC and RZC, does not defeat the concealment elements used in the original deployment of the Site Equipment and does not impact the structural integrity of the pole.

18.3. For purposes of clarity, Section 6409(a) of the Spectrum Act and its implementing regulations shall not apply to the City’s operation of such City Poles under this Agreement or the City’s review of Site License Addenda. The approved design of the Site Equipment on a City Pole pursuant to a Site License Addenda are concealment elements and therefore any expansion of the Site Equipment shall be considered a substantial change in the physical dimensions of the City Pole.

18.4. The City may from time-to-time access the City Poles to inspect any work done by Company to insure compliance with the approved plans and specifications, to require reasonable revisions to ensure that the respective uses of the City Poles are compatible or otherwise. Further, this right shall not impose any obligation upon the City to make inspections to ascertain the safety of Company’s improvements or the condition of the City Poles.

19. **Destruction of or Damage to the City Poles or any Site Structures**

19.1. If a City Pole or any structure on a City Pole is destroyed or damaged by collision, fire or casualty so as to render the City Poles and/or Site Equipment unfit for use by the City or Company, then the City, at its sole discretion, may replace such destroyed or damaged pole with another pole or a standard City Pole, even if such replacement pole is not capable of maintaining the Site Equipment. The Company may request to reinstall the Site Equipment or to replace the pole itself consistent with the applicable Site License Addendum or may terminate or amend the Site License Addendum without penalty.

19.2. If the Company chooses to reinstall the Site Equipment or a replacement pole and such replacement pole or Site Equipment differs from the approved Site License Addendum, then Company shall submit a new Site License Addendum or shall amend the Site License Addendum.

19.3. City shall not be liable to Company for any direct or indirect or consequential damages including but not limited to inconvenience, annoyance, or loss of profits, nor for any expenses, or any other damage resulting from the collision, fire or casualty, nor from the repair of such damage.

20. **Condemnation**

If all or any portion of the City Poles is needed, taken, or condemned for any public purpose such that the Company cannot use its Site Equipment on the City Poles, either party may terminate this Agreement or the applicable Site License Addendum. All proceeds from any taking or condemnation of the Site or City Poles shall belong and be paid to the City. Company shall have all rights to its Site Equipment and personal property, which are included in any taking or condemnation.

21. **Insurance**

21.1. At Company's sole cost and expense, Company shall maintain throughout the term of this Agreement insurance as set forth in Exhibit E, attached hereto and incorporated herein.

21.2. No more than once per year and upon sixty (60) days written notice, the City may require increases in said coverage by written notice to Company, as the City deems reasonably necessary and in accordance with reasonably prudent risk management practices and insurance industry standards.

21.3. Company's maintenance of insurance as required by this Section 21 shall not be construed to limit the liability of Company to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Company's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Company.

22. **Hold Harmless**

22.1. The City and its employees and agents shall not be liable for injury or damage to any persons or property, including City Poles, resulting from the installation (including without limitation Company's replacement of City Poles), operation or maintenance of the Site Equipment on the City Poles, except to the extent of the City's sole negligence or willful misconduct.

22.2. Company releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Company, its agents, servants, officers, employees and contractors in the performance of this Agreement and any rights granted within this Agreement.

22.3. Inspection or acceptance by the City of any work performed by Company at the time of completion of construction shall not be grounds for avoidance by Company of any of its obligations under this Section 22. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised.

22.4. The City shall promptly notify Company of any claim or suit and request in writing that Company indemnify the City. City's failure to so notify and request indemnification shall not relieve Company of any liability that Company might have, except to the extent that such failure prejudices Company's ability to defend such claim or suit.

22.5. Company shall indemnify, defend and hold harmless the City from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including without limitation, diminution in the value of the City Poles, damages for loss or restriction of use of the City Poles, and sums paid in settlement of claims, attorneys' fees, consultant and expert fees, investigation, clean-up, remediation or other costs incurred or suffered by the City, arising out of any use, storage, release or disposal of Hazardous Materials by Company, its employees, contractors, subcontractors, or invitees. This indemnification shall survive the termination or expiration of this Agreement.

22.6. Company may choose counsel to defend the City subject to this Section 22.6. In the event that Company refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Agreement, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Company, Company shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Company to represent the City, then upon the prior written approval and consent of Company, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Company shall pay the reasonable fees and expenses of such separate counsel, except that Company shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City (including the use of in-house counsel) but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Company. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

22.7. The obligations of Company under the indemnification provisions of this section shall apply regardless of whether liability for damages arising out of bodily injury to Persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this section, however, are not to be construed to require the Company to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Agreement is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Company's obligation to indemnify the City hereunder shall extend only to the extent of Company's negligence. It is further specifically and expressly understood that the indemnification provided constitutes Company's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity

claims made by the City directly against the Company for claims made against the City by Company's employees. This waiver has been mutually negotiated by the parties.

22.8. Company acknowledges and agrees that Company, bears all risks of loss or damage or relocation or replacement of its Site Equipment and materials installed on City Poles pursuant to this Agreement from any cause, and the City shall not be liable for any cost of replacement or of repair to damaged Site Equipment, including, without limitation, damage caused by the City's removal of the Site Equipment, loss of line of sight path, activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, or contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Company releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

22.9. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. The Company releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Company further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Company's Site Equipment or networks as the result of any interruption of service due to damage or destruction of Company's Site Equipment caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors.

22.10. In the event that Company's transmission technology or facilities emit electromagnetic impulses (EMF) or radio frequency emissions, Company expressly agrees that this indemnity provision extends to any and all third-party claims for injury, sickness or death of any person, including employees of Company, arising out of or caused by said emissions.

22.11. The provisions of this Section 22 shall survive the expiration, revocation, or termination of this Agreement.

23. Performance Bond

23.1. Company shall furnish a surety bond or bonds, a copy of which is attached in substantially the same form to this Agreement as Exhibit E, covering faithful performance of this Agreement and payment of all obligations arising thereunder, including but not limited to proper construction, long-term facility maintenance, rent, timely removal of equipment and restoration. The bond shall be in-force during the entire term or subsequent extensions. The bond shall be in a form acceptable to the City. The performance bond for this Agreement shall not only indemnify City for the usual performance provisions of this Agreement, but in addition shall be a bond to guarantee payment of any and all tax liability of any type, kind, nature or description due as a result of this Agreement. Said performance bond shall be issued to City prior to the issuance of any approvals for the construction of its facilities on the City Poles. If City so uses or applies any portion of the performance bond, Company shall upon notice, restore the performance bond to the full amount specified, and Company's failure to do so shall constitute a material breach of this Agreement. This performance bond shall be in addition to any construction or maintenance bonds imposed by the City as part of its permitting process. This performance bond shall remain in place until all of Company's Site Equipment has been removed by Company unless otherwise permitted to remain by City. The amount of the bond shall be dependent on the number of City Poles used by the Company as follows:

- a. \$100,000 bond for usage of 1-10 City Poles;
- b. \$250,000 bond for usage of 11-50 City Poles; and
- c. \$500,000 bond for usage of 50 or more City Poles.

24. **Nondiscrimination**

Company, for itself, its successors, and assigns as a part of the consideration hereof, does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the City Poles, including, without limitation, Chapter 49.60 RCW and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation ---Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the Agreement and to re-enter and repossess the City Poles, consistent with Section 29.1.

25. **Stop Work**

If Company defaults in the performance or observation of any covenant or agreement contained in this Agreement, the City, without notice if deemed by the City that an emergency exists, or if no emergency, with thirty (30) days' notice, may direct Company to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the City Poles for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, the City Poles or rights of way, or failure of Company to obtain in a timely manner any insurance. Company shall reimburse the City the entire cost and expense of such performance by the City within thirty (30) days of the date of the receipt of City's invoice. Any act or thing done by the City under the provisions of this Section 25 shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

26. **Prerequisites for Approval** Company acknowledges the following:

26.1. City Council review and approval is required prior to the City entering into this Agreement.

26.2. The City Council, has by approval of this agreement, expressly authorized the Mayor or his/her designee to execute Site License Addenda consistent with this Agreement in the exercise of the powers granted by law and ordinance to insure the faithful performance of City contracts.

26.3. A fully executed Site License Addendum between the City and Company, and any required Governmental Approvals are required prior to construction or installation of the Site Equipment on the City Poles.

26.4. The execution of this Agreement by the City shall in no way constitute review and/or approval by other applicable jurisdictions and permitting authorities, including other City Departments.

26.5. The City requires the Company to obtain a Master Permit from the City, and such agreement must be obtained from the City prior to the execution of this Agreement by the City.

27. **Review of Plans**

27.1. Prior to installation of any Site Equipment, the Company shall obtain a Small Cell Permit.

27.1.1. Each Site License Addendum requesting access to City Poles must include a load bearing study to determine whether the attachment of Site Equipment may proceed without modification to the City Pole or whether the installation will require City Pole re-enforcement or replacement. If City Pole re-enforcement or replacement is necessary, Company shall provide engineering design and specification drawings demonstrating the proposed alteration to the City Pole. All engineering drawings submitted must be completed and stamped by a qualified engineer licensed in Washington State. Each Site License Addendum requesting the installation of a new or replacement City Pole shall include engineering design and specification drawings. For each Site License Addendum, the City shall:

- a. Review engineering design documents to determine: compliance with contractual requirements under this Agreement, no interference with City public safety radio system, traffic signal or street light system, or other communications components; inclusion of appropriate design of stealth and camouflage components necessary to comply with applicable historic preservation requirements or aesthetic design elements; and compliance with City regulations.
- b. Determine if the City Pole is available and if the license of such City Pole is consistent with City's municipal obligations and proprietary interests consistent with Section 2.2.
- c. Determine compliance with any other applicable requirements.

27.1.2. As appropriate, the City may require Company to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements or may ask additional questions as necessary to determine feasibility of use of the City Poles. Failure to make the requested design modifications or to answer feasibility questions shall result in an incomplete Site License Addendum which may not be processed under this Agreement.

27.1.3. Installation of the Site Equipment must be completed in accordance with all Government Approvals, including without limitation obtaining all final inspections required by any permits issued by the City.

27.1.4. Any Site Equipment that has not been approved by the City or has not received all required Governmental Approvals shall not be installed or if already installed shall be removed immediately by Company at Company's sole cost and expense.

27.2. Company expressly acknowledges and agrees that the City's rights under this Agreement to review, comment on, disapprove and/or accept designs, plans specifications, work plans, construction, equipment, and/or installation, (i) exist for the benefit and protection of the City and its employees and agents, (ii) do not create or impose upon the City, and its employees and agents any standard or duty of care toward Company, all of which are hereby disclaimed, (iii) may not be relied upon by Company in determining whether Company has satisfied any and all applicable Governmental Approval standards and requirements, and (iv) may not be asserted, nor may the exercise or failure to exercise any such rights by the City and its employees and agents be asserted against the City and its employees and agents by Company as a defense, legal or equitable, to Company's obligation to fulfill such Governmental Approval standards and requirements, notwithstanding any acceptance of work by the City and its employees and agents.

28. **Default; Remedies**

28.1. Default by Company.

The following occurrences shall each be deemed an “Event of Default” by Company and may be subject to stop work per Section 25, subject to the cure period set forth in Section 30:

28.1.1. **Failure to Pay.** Company fails to pay any sum, including Rent or taxes, due under this Agreement.

28.1.2. **Abandonment.** Company’s failure to remove Site Equipment as further described in Section 32.2.

28.1.3. **Insolvency.** Immediately, upon written notice, if a receiver is appointed to take possession of Company’s assets, Company makes a general assignment for the benefit of creditors, or Company becomes insolvent or takes or suffers action under the Bankruptcy Act.

28.1.4. **Lapsed Governmental Approvals.** Company fails to obtain or maintain any Governmental Approvals required to install and operate Site Equipment.

28.1.5. **Failure to Maintain Insurance.** Company fails to maintain appropriate insurance as required pursuant to Exhibit E.

28.1.6. **Prohibited Assignment.** Company assigns this Agreement in violation of Section 16.

28.1.7. **Interference.** Company operates or maintains its Site Equipment in a manner that is contrary to the requirements of Section 9.

28.1.8. **Improper Construction.** Company constructs Site Equipment on City Poles without approval of a Site License Addendum.

28.1.9. **Other Defaults.** Company violates any material agreement, term or covenant of this Agreement.

28.1.10. **No Waiver.** Waiver or acceptance by the City of any default of the terms of this Agreement by Company shall not operate as a release of Company’s responsibility for any prior or subsequent default.

28.2. **City Remedies.** Subject to the cure period described in Section 30 below, the City shall have the following remedies upon an Event of Default. The City’s rights and remedies under this Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law.

28.2.1. **Continuation of Agreement.** Without prejudice to its right to other remedies, the City may continue this Agreement and applicable Site License Addenda in effect, with the right to enforce all of its rights and remedies, including the right to payment of Rent and other charges as they become due.

28.2.2. **Termination of Agreement.** If Company's default is of such a serious nature that in the City's reasonable judgment the default materially affects the purposes of this Agreement, the City may terminate this Agreement. Termination of this Agreement will affect the termination of all Site

License Addenda issued under it automatically and without the need for any further action by the City. The City will provide thirty (30) days written notice of termination and shall specify the reasons for such termination. The City will specify the amount of time Company will have to remove its Site Equipment from any affected City Poles, which will be at least thirty (30) days after the date of the City's notice. The City will have the right to make any terminated portion of the City Poles available for use to other parties as of the effective date of the termination, even if Company's Site Equipment is still on the City Poles. Upon such termination of this Agreement, Company will remain liable to City for damages in an amount equal to the Rent and other sums that would have been owed by Company under this Agreement for the balance of the Initial Term or Renewal Term (as the case may be). Further, Company will remain liable for Rent as long as the Site Equipment remains on City Poles unless the City has authorized abandonment of such Site Equipment.

28.2.3. **Termination of Site License Addenda.** If an Event of Default specific to one or more Site License Addenda is not cured by Company within the applicable cure period, City may terminate such specific Site License Addendum(s).

28.2.4. **Default Fees.** Without limiting City's rights and remedies under this Agreement, the City may require Company to pay the following default fees ("Default Fees") in the amount of \$100 per day, upon Company's failure to cure, pursuant to Section 30, any of the following:

- a. Company constructs or installs any alteration or improvement without City's prior consent.
- b. Company fails to make a repair on a timely basis.
- c. Failure to meet FCC regulations.
- d. A material breach of this Agreement.
- e. Failure to provide reports or notices pursuant to this Agreement.

29. **Termination**

29.1. City's Termination Rights

29.1.1. Subject to the cure provision of Section 30, the City has the right to terminate, this Agreement or any Site License Addendum if the City determines that Company's exercise of its rights under this Agreement:

- a. Interferes with the City's use of the City Poles and/or the structures on the City Poles for the municipal purposes for which the City owns and administers such structures/site, which may include without limitation the necessity to widen a street or for other municipal projects that result in removing the City Pole, and the Site Equipment cannot be relocated pursuant to Section 0;
- b. Poses a threat to public health or safety, constitutes a public nuisance.
- c. The City determines that Company's exercise of its rights under this Agreement interferes with the use of the City Poles or structures thereon by a governmental agency with which the City has an

agreement to provide services to the City, e.g. the emergency network, and the Site Equipment cannot be relocated pursuant to Section 0; or

- d. That Company ceases to operate as a provider of telecommunications services under federal law. In such a situation the City shall have the option, in its sole discretion and upon six (6) months' written notice to Company, to terminate this Agreement and to require the removal of the Site Equipment from the City Poles, pursuant to Section 32, including the cost of any site remediation, at no cost to the City.

29.1.2. **Immediate Removal.** The City, may in its sole discretion, determine that exigent circumstances require immediate removal of Site Equipment from a City Pole. Such exigent circumstances may only include reasons of public health, safety or the need to provide street lighting. Company shall remove its Site Equipment within forty-eight (48) hours' notice unless such longer period is provided by the City. The applicable Site License Addendum will terminate upon the removal of the Site Equipment or an amendment to the Site License Addendum will be required.

29.1.3. **Pole Removal.** The City has the right to remove any City Poles that it determines in its sole judgment is unnecessary for its municipal purposes (for example street light operations). If the City decides to remove a City Pole, it shall provide Company with at least sixty (60) days written notice to remove its Site Equipment from the City Pole. The applicable Site License Addendum will terminate upon the removal of the Site Equipment or an amendment to the Site License Addendum will be required.

29.1.4. **Pole Replacement.** The City has the right to replace any City Poles that it determines in its sole judgment is necessary for its municipal operations. At the City's option the applicable Site License Addendum will terminate or an amendment to the Site License Addendum will be required upon the removal of the Site Equipment or City may allow Company, at Company's sole cost and expense, to relocate its Site Equipment on a replacement pole consistent with the requirements of Section 0.

29.1.5. **No Further Obligation.** Except those provisions that survive the termination of this Agreement, upon termination under this Section 29.1, neither party will owe any further obligation to the other party provided that Company is not in arrears in making its Rent or other required payments; provided however that Company shall, at Company's sole cost, remove its Site Equipment and restore the site, and provided that, if the City terminates this Agreement pursuant to this Section 29.1, the City shall, at Company's option, attempt to find alternative sites on other City property in order to allow Company to continue to provide service within the City Poles as further described in Section 0. Further, to the extent that City received any pre-paid Rent related to the terminated Site License Addendum, City shall refund such pre-payments to Company.

29.2. **Company's Termination Rights.** Company may terminate this Agreement or applicable Site License Addenda, as follows:

29.2.1. Upon thirty (30) days' notice at any time Company determines in its sole discretion that it desires to discontinue use of some or all of the City Poles for any reason whatsoever; provided, however, that if Company terminates this Agreement or a Site License Addendum pursuant to this Section 29.2.1, Company shall not be entitled to a refund of any pre-paid Rent and shall pay the City a sum equal to twelve (12) months' Rent for each terminated Site License Addendum, or

29.2.2. The City breaches any material term or provision of this Agreement, subject to the cure period described in Section 30 below.

29.3. Company's Risk of Loss; Suspension Rights.

29.3.1. In choosing to locate Site Equipment on City Poles, Company acknowledges and accepts all risks, including but not limited to:

- a. Acts of God or third parties that may damage Site Equipment (including, but not limited to, fires, earthquakes, storms, and car accidents).
- b. Loss of line of sight path, including where caused by City action.
- c. City change in the use of the City Poles.

29.3.2. Company explicitly acknowledges that these risks include bearing all costs associated with such risks, except such costs caused by the sole negligence or willful misconduct of the City.

29.3.3. Upon the occurrence of any of the events described in Section 29.3.1, the Company will not be liable for any Rent during the time the Site Equipment is rendered unusable, except when caused by action of the Company or failure of the Company to perform its obligations under this Agreement. Company at its option may prorate such Rent for the succeeding year to account for such downtime, but must detail its proration and associated calculation upon submission of such Rent payments.

30. Cure

Neither party shall be in default under this Agreement until thirty (30) days after receipt of written notice of default from the other; provided, however, where such default cannot reasonably be cured within thirty (30) days, the defaulting party shall not be in default if it commences to cure such default within said thirty (30) day period and diligently pursues cure to completion.

31. Relocation

31.1. Company understands and acknowledges that City may require Company to relocate, temporarily or permanently, one or more of its Site Equipment installations. Company shall at City's direction and upon ninety (90) days prior written notice to Company, relocate such Site Equipment at Company's sole cost and expense whenever City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a City or other public agency project; (b) because the Site Equipment is interfering with or adversely affecting proper operation of City owned poles, traffic signals, communications, or other City Poles; (c) to protect or preserve the public health or safety; (d) as described in Section 29, or (e) City is abandoning or removing the City Pole. In any such case, City shall use reasonable efforts to afford Company a reasonably equivalent alternate location. If Company shall fail to relocate any Site Equipment as requested by the City in accordance with the foregoing provision, City shall, upon thirty (30) days prior written notice to Company be entitled to remove or relocate the Site Equipment at Company's sole cost and expense, without further notice to Company. Company shall pay to the City actual costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment.

from the City. The City will promptly inform Company of the displacement or removal of any City Pole on which any Site Equipment is located.

31.2. In the event Company desires to relocate any Site Equipment from one City Pole to another, Company shall so advise City and shall submit a Site License Addendum consistent with Section 26 for approval by City.

31.3. Company acknowledges that the signing of this Agreement does not entitle the Company to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

32. Removal of Site Equipment upon Termination of Agreement

32.1. Except as otherwise specified herein, within one hundred twenty (120) days after the expiration or earlier termination of a Site License Addendum or this Agreement, Company shall promptly, safely and carefully remove the Site Equipment from applicable City Poles and shall restore the City Poles as instructed by the City, reasonable wear and tear and casualty excepted. Upon the 121st day, Rent shall accrue at the Holdover Rate described in Section 6.9. Such obligation of Company shall survive the expiration or earlier termination of this Agreement. If Company fails to complete this removal work pursuant to this Section 32, then the City, upon written notice to Company, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge Company for the actual, documented costs and expenses, including, without limitation, reasonable administrative costs. Further, the City may use the performance bond in Section 23 and may require the bonding company to supply contractors to perform such removal, storage and restoration work. Company shall pay to the City actual, documented costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment from the City. After the City receives the reimbursement payment from Company for the removal work performed by the City, the City shall promptly make available to Company the property belonging to Company and removed by the City pursuant to this Section 32 at no liability to the City. If the City does not receive reimbursement payment from Company within such thirty (30) days, or if City does not elect to remove such items at the City's cost after Company's failure to so remove pursuant to this Section, or if Company does not remove Company's property within thirty (30) days of such property having been made available by the City after Company's payment of removal reimbursement as described above, any items of Company's property remaining on or about the rights of way, City Poles, or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner by law. Alternatively, the City may elect to take title to abandoned property, provided that Company shall submit to the City an instrument satisfactory to the City transferring to the City the ownership of such property. Provided, however, that nothing contained within this Section 32 shall prevent the City from compelling Company to remove any such Site Equipment through judicial action when the City has not permitted Company to abandon said Site Equipment in place.

32.2. The Site Equipment, in whole or in part, may not be abandoned by Company without written approval by the City. Any plan for abandonment or removal of Site Equipment shall be at the sole cost of the Company, must be first approved by the City, and all necessary permits must be obtained prior to such work. Notwithstanding the above, the City may permit Company's Site Equipment to be abandoned and placed in such a manner as the City may prescribe. Upon permanent abandonment, Company shall execute such necessary documents to transfer title to City.

32.3. The provisions of this Section 32 shall survive the expiration, revocation, or termination of this Agreement.

33. Records; Audits

33.1. The City may require such information, records, and documents from Company from time to time as are appropriate to reasonably monitor compliance with the terms of this Agreement.

33.2. Company shall provide such records within thirty (30) days of a request by the City for production. If any person other than Company maintains records on Company's behalf, Company shall be responsible for making such records available to the City.

33.3. Company shall be responsible for clearly and conspicuously identifying any records as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Company has designated as confidential, trade secret, or proprietary, the City will endeavor to provide written notice of such disclosure request so that Company can take appropriate steps to obtain injunctive relief to prevent disclosure of claimed confidential records. Nothing in this Section prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records. City shall not be liable to Company for its good faith acts in determining release of records, including confidential records, is in compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Company and not stayed that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Company shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City. In addition to the indemnification obligations pursuant to Section 22, Company shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys' fees and litigation expenses), suits, judgments or damages arising from or relating to any failure of Company to comply with this Section.

34. **Miscellaneous**

34.1. Modifications. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder, unless in writing signed by the waiving party, shall discharge or invalidate such covenant or provision or affect the right of either party to enforce the same in the event of any subsequent breach or default.

34.2. Broker's Fee. If Company is represented by a real estate broker or other agency in this transaction, Company shall be fully responsible for any fee due such broker and shall hold the City and its employees and agents, harmless from any claims for a commission by such broker or agency.

34.3. Cooperation in Execution of Subsequent Documents. The City and Company agree to cooperate in executing any documents necessary to protect the rights of the parties granted by this Agreement.

34.4. Headings. The headings to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any paragraph hereof.

34.5. Notices. Except as otherwise designated in this Agreement, all notices hereunder must be in writing and shall be deemed valid if sent by certified mail, return receipt requested, or overnight delivery, addressed as follows (or any other addresses as designated by like notice):

If to City: City of Redmond
 Attn: Public Works Director
 15670 NE 85th
 Redmond, WA 98052

And

If to Company:

With a copy to:

34.6. Entire Agreement. This Agreement and any attached exhibits constitute the entire agreement between the City and the Company; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding except that any subsequently adopted City policies and procedures for telecommunications/communications lease agreements, license agreements, Site License Addenda and final applicable permits shall be binding on the parties.

34.7. Executed in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

34.8. Governed by Laws. This Agreement shall be governed by the laws of the State of Washington.

34.9. Venue. Company agrees that the venue of any action or suit concerning this Agreement shall be in the King County Superior Court, and all actions or suits thereon shall be brought therein.

34.10. Binding on Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of the parties, subject to the conditions set forth in Sections 16 and 17 herein.

34.11. Failure to Insist upon Strict Performance. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

34.12. Business License. Prior to constructing any Site Equipment or providing services within the City, Company shall obtain a telecommunications business license from the City consistent with RMC Chapter 5.75.

34.13. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

34.14. No Third Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement.

34.15. Survival. All of the provisions, conditions and requirements of Sections 12, 22, 32, 34.9, and 34.15 survive the expiration or termination of this Agreement, and any renewals or extensions thereof.

34.16. Authority. Each individual executing this Agreement represents and warrants that such individual is duly authorized to execute and delivery this Agreement on behalf of the party it represents.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates below indicated.

LANDLORD: CITY OF REDMOND

Approved as to form:

By: _____

City Attorney

Name:

Title: Mayor

COMPANY:

(Company)

By: _____

Name:

Title:

Date:

STATE OF WASHINGTON
COUNTY KING

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged
it as the _____ of _____ to be the
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

(SEAL)

Notary Public
Residing at _____
My appointment expires _____

Exhibit A – City Poles

Exhibit B – Template Site License Addendum

Exhibit C –Leasehold Excise Tax Exemption

Exhibit D - Insurance

Exhibit E – Performance Bond

Exhibit F – Contact Information

Exhibit A

City Poles

The following types of City Poles may be used for installation of Site Equipment pursuant to the terms of this Agreement.

Street Light Standards

Pedestrian Light Standards

Exhibit B
Site License Addendum

Company shall apply to the City for approval of this Site License Addendum by filling out the below form. For each small cell facility, the Company shall fill out a Site License Addendum.

This Site License Addendum ("Addendum"), made this ____ day of _____, 20____ (the "Site License Addendum Effective Date") between the City of Redmond, hereinafter designated the "City" and _____, d/b/a _____, with its principal offices at _____, hereinafter designated "Company":

1. Addendum. This is a Site License Addendum as referenced in that certain Master License Agreement between The City and Company dated _____, ____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Capitalized terms used in this Addendum shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Project Location. Attachment 1 identifies the physical location of the City Pole on which the Site Equipment shall be attached.

3. Project Description. Attachment 2 identifies the Site Equipment to be installed on the City Poles, including photo simulations of such Site Equipment attached to the City Poles and a load bearing study. The photo simulations shall include photos indicating the existing City Pole without the Site Equipment and with the proposed Site Equipment attached. If there are any accessory components, for example conduit holding backhaul or electrical, such accessory components shall be depicted in the photo simulations.

4. Emissions Report. Company has commissioned an RF and EMF Emissions Report for the City Pole. Such report is attached hereto in Attachment 3.

5. Backhaul. Backhaul services shall be provided to the Site Equipment as follows:

☐ underground fiber ☐ aboveground fiber ☐ microwave ☐ other _____

and from the following entity: _____.

6. Electrical Fee. The estimated flat rate for electrical usage is: _____. To calculate the electrical fee estimate the power draw for the Site Equipment and multiple by the City's per kilowatt power usage of _____.

7. Usage of City-Owned Conduit. Company requests usage of City's streetlight power conduit.

☐ Yes ☐ No

8. Term. The term of this Addendum shall run concurrently with the Agreement and shall terminate upon the Agreement termination unless earlier terminated by a party consistent with the Agreement.

9. Fees. The payment of Rent and any Review Fees shall in accordance with Section 6 of the Agreement.

10. Counterparts. This Site License Addendum may be signed in counterparts, each of which shall be deemed an original, but all of which will constitute one and the same document.

11. Authority. Each individual executing this Site License Addendum represents and warrants that such individual is duly authorized to execute and delivery this Site License Addendum on behalf of the party it represents.

12. Carrier. The following third party wireless carrier's equipment will be located on this City Pole: _____ or ☐ same as Company.

13. Acknowledgment. Company acknowledges that (i) this Site License Addendum is only effective upon the signatures of both parties and (ii) Company shall not have the right to install its Site Equipment on the City Poles until it has received Government Approvals and complied with the requirements (including any insurance or bonding requirements) of such Government Approvals.

EXECUTED to be effective as of the Site License Addendum Effective Date.

CITY OF REDMOND:

COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibits:

Attachment 1 – Physical Location of City Pole

Attachment 2 – Construction Details

Attachment 3 – RF and EMF Emissions Report

Attachment 1

Physical Location of City Poles

Attachment 2

Photo Simulations, Description of Site Equipment, Construction Drawings (including power and backhaul connection), & Load Bearing Study

Attachment 3
RF and EMF Emissions Report

Exhibit C
Leasehold Excise Tax Exemption

Exhibit D

Insurance Requirements

The Company shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Company, its agents, representatives, employees or subcontractors. Such insurance certificates and endorsements evidencing the insurance required below shall be provided to the City upon execution of this Agreement. The cost of such insurance shall be paid by the Company. Insurance shall meet or exceed the following limits and shall be maintained for the Term and so long as Company has Site Equipment on any City Poles.

A. Minimum Insurance

1. Commercial general liability insurance, as per ISO form CG0001 or equivalent, written on an occurrence basis, with limits not less than:

i. \$2,000,000.00 for bodily injury or death and, for property damage resulting from any one occurrence;

ii. \$2,000,000.00 for products and completed operations; and

iii. \$5,000,000 general aggregate for bodily injury and property damage.

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$2,000,000.00 for each accident;

3. Worker's compensation (or qualified self-insurance) within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and

4. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$5,000,000.00.

5. Excess umbrella liability policy with limits of not less than \$5,000,000 per occurrence and in the aggregate. Company may use any combination of primary and excess to meet required total limits.

B. Other Provisions. Commercial General Liability and the Umbrella/Excess Liability policies shall be endorsed to:

1. Include the City, its officials, employees and volunteers as additional insureds. A blanket insurance additional insured endorsement is acceptable.
2. State the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
3. Provide that Company's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the

City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance;

4. That Company's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City; and
5. Company shall provide the City thirty (30) days' written notice of cancellation or nonrenewal of any required insurance that is not replaced.

C. Acceptability of Insurers

Insurance shall be placed with insurers with a rating of *A.M. Best & Company's Key Rating Guide* of A Overall and a Financial Size Category of "X."

D. Verification of Coverage

Company shall furnish the City with certificates of insurance and a copy of the additional insured endorsement or blanket additional insured endorsement required by this Agreement. The certificates and endorsement are to be received and approved by the City before work commences.

E. Subcontractors

Company shall require subcontractors while working hereunder to provide coverage which substantially complies with the requirements stated herein.

- F. Policy Limit Escalation. By written notice to Company, but no more than once per year, the City may elect to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that the City reasonably determines to be in accordance with reasonably prudent risk management practices and insurance industry standards.

- G. Self-Insurance. As of the effective date of this Agreement and the use granted herein, Company is not self-insured for any coverage other than worker's compensation. Should Company wish to become self-insured for any other coverage at the levels outlined in this Agreement at a later date, Company must provide the City with thirty (30) days advanced written notice of its intent to self-insure. In order to self-insure, Company shall comply with the following: (i) Company or its parent company shall maintain throughout the term of this Agreement a net worth of at least \$250,000,000; (ii) Company shall provide the City, upon written request, a letter outlining the current equity balance of Company; (iii) Company is responsible for all payments within the self-insured retention; and (iv) Company assumes all defense and indemnity obligations as outlined in Section 21 of this Agreement.

Exhibit E
Performance Bond

Exhibit F
Contact Information

Site Equipment Manager:

Secondary Site Equipment Manager:

City Contact:

Primary Standby: 425-502-1585.

Back-up: 425-829-1293.