

## **“SMALL CELL” MASTER LICENSE AGREEMENT**

This Small Cell Master License Agreement (the Agreement) made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the City of Milwaukee, with its principal offices located at 200 East Wells Street, Wisconsin 53202, (“LICENSOR”) and Wisconsin Technology Networking, LLC with its principal offices at 2220 University Drive, Newport Beach, California 92660 (“LICENSEE”) (phone number (877) 999-7070), LICENSOR and LICENSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WHEREAS, LICENSOR is the owner, grantee or licensee of certain light poles, traffic control poles, and other similar poles; and

WHEREAS, LICENSEE desires to install, maintain and operate “small cell” communications equipment in and/or upon certain of LICENSOR’s light poles, traffic control poles, and other similar poles; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions that would govern their relationship with respect to a program allowing the use of particular sites at which LICENSOR may permit LICENSEE to install, maintain and operate “small cell” communications equipment as hereinafter set forth; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (“Supplement”), a copy of which is attached hereto as Exhibit A, with respect to any particular location, site or pole that the Parties agree to license; and

WHEREAS, LICENSOR and LICENSEE agree that all Supplements regulated by this Agreement shall be subject to all current or future applicable ordinances, rules, and procedures of the City of Milwaukee; and

Whereas, the Parties acknowledge that different related entities may operate or conduct the business of LICENSOR and LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE and LICENSOR’s affiliated entities as further described herein, as appropriate based upon the ownership of or other interest in the subject premises, in the case of LICENSOR, and the entity holding the FCC license in the subject geographic location, in the case of LICENSEE,

NOW THEREFORE, in consideration of and fully incorporating the above-described mutual covenants and intending to be legally bound thereby, the Parties hereto agree as follows:

1. **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE only that certain space on LICENSOR’s light poles, traffic control poles, and other similar poles necessary for the attachment, operation and maintenance of LICENSEE’s

communications equipment (“Premises”); together with the non-exclusive right of ingress and egress from a public right-of-way, seven days a week, 24 hours a day, to and from the Premises for the purpose of installation, operation and maintenance of LICENSEE’s communications equipment. The LICENSOR’s light poles, traffic control poles, and other similar poles are hereinafter referred to as “Pole” and the entirety of the LICENSOR’s property is hereinafter referred to as “Property.” In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LICENSOR. For sake of clarity, and irrespective of any other terms or descriptions in this Agreement and associated License Supplement(s), LICENSEE acknowledges that neither this Agreement nor any associated License Supplement(s): (1) entitle LICENSEE to exclusive use of any Pole, or (2) prevent other entities, including LICENSEE’s competitors, from installing equipment on any Pole utilized by LICENSEE.

2. CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws.

3. TERM; PAYMENTS TO CITY.

A. Term of this Agreement. This Agreement shall be for an initial term of five years commencing upon the execution hereto by both Parties, and shall be automatically renewed for four additional successive five year terms unless: (a) LICENSEE provides written notice to LICENSOR of its intent not to renew not less than three months in advance of the end of each term; or (b) LICENSOR provides written notice to LICENSEE of its intent not to renew not less than three months in advance of the end of the first five-year renewal term or the end of each renewal term thereafter. Both LICENSOR and LICENSEE also have the right to terminate this Agreement upon six months’ notice to the other party if, due to a change of Federal, State, or Local law either party can no longer technically, or practicably, comply with both the duties and obligations of this Agreement and the requirements of law.

B. Term of each Supplement. Each Supplement shall be effective as of the date of execution by both Parties (the “Effective Date”) provided. The initial term of each Supplement shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the “Commencement Date”). Thereafter, the start and end dates of the Supplement term shall be the same as those of this Agreement. Should the Agreement be terminated for any reason, all Supplements made pursuant to this agreement also terminate at the same time.

Notwithstanding anything to the contrary contained herein, LICENSEE and LICENSOR shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is

given to the other party.

Additionally, if, at any time during the term of this Agreement or any Supplement, LICENSOR determines that the location of the Pole and the communication facility mounted thereon interferes with the ongoing municipal operations of the LICENSOR, LICENSOR shall have the right to terminate the Supplement applicable to that location, with not less than four (4) months advance notice, or three (3) months advance notice if the Pole and facility interfere with a construction project, provided that LICENSOR allows LICENSEE to execute a new Supplement allowing relocation of the communications facility to another location providing comparable service for LICENSEE's purposes.

The termination rights for individual Supplements expressed in this section 3(B) are separate from, and in addition to, the termination rights provided in section 3(A).

C. Payments to City. Payments to LICENSOR shall commence and be due upon the Commencement Date in the amount described below, and shall be paid to LICENSOR at the following address:

City of Milwaukee  
Attention: Cynthia Wisneski  
Infrastructure Services Division – Administration  
Frank P. Zeidler Municipal Building  
841 N Broadway  
Milwaukee, WI 53202

or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. Each rental payment shall include LICENSOR site specific notations as specified in each individual Supplement.

The rates for LICENSEE's annual payments per Pole to LICENSOR are set forth in Exhibit B. Should LICENSOR, in the future, adopt (or, after adoption, amend) a uniform rate schedule, LICENSOR may unilaterally amend Exhibit B to conform with LICENSOR's uniform rate schedule upon 60 days notice to LICENSEE.

LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall be sent by LICENSEE no later than 45 days after the Commencement Date, provided that all rental payments for any calendar year must be sent to LICENSOR no later than December 15 of that year, and shall be prorated between the Commencement Date and the last day of the calendar year in which the Commencement Date occurs. Thereafter, annual rental payments for each Supplement shall be sent on January 1 of each year. LICENSOR AND LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rent due under each Supplement shall increase on January 1 of each year to the amount provided

in Exhibit B.

LICENSOR may audit its receipt of rental payments at any time. Should LICENSOR identify an inaccuracy in LICENSEE's rental payments, LICENSOR shall provide LICENSEE written notice of the inaccuracy. Within 30 days of receipt of such notice, LICENSEE and LICENSOR agree to cooperate to resolve the inaccuracy in good faith. LICENSEE agrees to provide LICENSOR with any payment necessary for reconciliation within 30 days of the LICENSOR and LICENSEE's agreement that a reconciliation payment is necessary. LICENSOR's right to audit and receive a reconciliation payment shall in no way affect LICENSOR's right to terminate any Supplement or the Agreement according to the provisions in paragraphs 17 and 18.

LICENSOR hereby warrants to LICENSEE that LICENSOR holds good and sufficient title to and/or interest in the Property and right to receive payments and other benefits under each Supplement; LICENSOR shall provide upon request a completed Internal Revenue Service Form W-9, or equivalent to any party from whom payments are to be made to LICENSOR pursuant to this Agreement or a Supplement; and will provide other documentation requested by LICENSEE as appropriate. In the event that LICENSOR transfers any interest in or title to the Property, or any Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE appropriate documentation as described above within thirty (30) days of obtaining an interest in said Property, Supplement or this Agreement. All documentation shall be acceptable to LICENSEE in LICENSEE's reasonable discretion. Delivery of documentation to LICENSEE shall be a prerequisite for LICENSEE to send payments and notwithstanding anything to the contrary herein or in any Supplement, LICENSEE shall have no obligation to send any payments until documentation has been supplied to LICENSEE as provided herein, provided however, that payments will continue to accrue until such time as LICENSEE receives the documentation, within 30 days of a written request from LICENSEE, LICENSOR or any assignee(s) or transferee(s) of LICENSOR agrees to provide updated documentation of the types described above.

4. PERMITS, INSTALLATION AND ELECTRICAL. LICENSEE will install a new pole at the location of an existing pole at each location subject to a Supplement. LICENSEE shall submit plans and specifications showing the design of the pole and equipment to be affixed thereto, and plans for providing additional electrical service to each pole. The LICENSOR, through the Commissioner of Public Works, shall have the right to review and approve or disapprove the design and issue a permit for the installation at the Commissioner's sole discretion, which shall not be unreasonably withheld. LICENSEE shall submit all appropriate permit applications and fees. LICENSEE shall be responsible for the cost of the pole, its installation, the installation by the LICENSOR of LICENSOR's equipment and materials on the new pole, and the costs of LICENSOR (on a time and materials basis) necessarily incurred to assess the site suitability of each new Supplement, including the potential but unutilized locations for each Supplement (all collectively the "Upfront Costs"). LICENSEE shall pay

LICENSOR for the Upfront Costs within 30 days of receipt of LICENSOR's invoice. Materials charges shall be based on actual cost to LICENSOR, and time charges shall be based on the hourly fee schedule attached hereto as Exhibit C. Upon installation of the new pole, title to such new pole shall transfer to LICENSOR, without the need for a bill of sale, and LICENSOR shall thereafter be responsible for the maintenance and repair of such pole, along with the operation of any LICENSOR equipment attached thereto and the corresponding costs thereof. LICENSEE shall provide to LICENSOR an inventory of replacement poles of the same or substantially similar type utilized by LICENSEE for its installations, equal to 10% of the number of poles installed, at any given time, pursuant to this Agreement, free of charge.

LICENSEE shall arrange for the provision of a metered power source and additional electrical service, at no cost to LICENSOR, to each pole subject to the Supplements. LICENSEE shall be solely responsible to pay the electrical utility service provider directly for electrical usage attributable to its equipment. In the event any public utility is unable to utilize existing rights of way to provide utilities to any Pole, LICENSOR hereby agrees to grant an additional right-of-way(s) either to LICENSEE or to the public utility at no cost to LICENSEE.

LICENSOR and LICENSEE acknowledge and agree that LICENSEE shall not commence installation of a new pole under any Supplement during the months of November or December during the Term of this Agreement.

This Agreement does not provide LICENSEE with the right to conduct any environmental testing of site locations. Should LICENSEE desire to conduct environmental testing, LICENSEE shall see a separate site access agreement and permit through the City of Milwaukee's Department of Public Works, and all such permits shall be issued only in the reasonable discretion of the Commissioner of Public Works.

5. EXTENSIONS. Each Supplement shall automatically be extended for four additional five year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three months prior to the end of the then current term. Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern until all of LICENSEE's equipment has been removed.

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a "small cell" communications facility and uses incidental thereto. Any and all visible devices installed as part of the communications facility shall be included in the designs shown in and attached to each Supplement. LICENSEE shall have the right to add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any attachment attached to a Supplement,

during the Term, with the approval of LICENSOR, which approval shall not be unreasonably withheld, conditioned or delayed. LICENSEE agrees to include a description and visual depiction of such equipment changes when requesting the consent of LICENSOR. Notwithstanding anything to the contrary contained herein, LICENSEE shall have the right to repair or replace its utilities, equipment, antennas and/or conduits or any portion thereof with like equipment during the term without the consent of LICENSOR. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect any approval(s) for use of the Property by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. At such time as all of LICENSEE's utilities, equipment, antennas and or conduit or any portion thereof has been completely removed from the Property, LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement.

7. INDEMNIFICATION. Subject to Paragraph 8 below, to the extent permitted by law, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Additionally, if LICENSEE wishes to place its equipment on a Pole already containing similar cellular transmission equipment ("Other Equipment") owned or operated by another company, LICENSEE must certify to LICENSOR that LICENSEE's equipment will not interfere with the Other Equipment, and indemnify LICENSOR from all liability for all claims from the owner or operator of the Other Equipment for damage to, or interference or service interruption caused by, the placement of LICENSOR's equipment on the same Pole.

8. INSURANCE. LICENSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for

injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LICENSEE agrees that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate a Supplement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issues. Other than equipment related to LICENSOR's use of the Property for lighting purposes, LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property 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 then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

11. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within 90 days after any earlier termination of the Agreement or of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate until such time as the removal of the antenna structure, fixtures and all personal property are completed.

12. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property or the Pole thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Pole and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

13. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of each Supplement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Pole and Property and has full authority to enter into and execute the Supplement.

14. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LICENSOR, which consent shall not be unreasonably withheld, conditioned or delayed. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

15. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Milwaukee  
Commissioner of Public Works  
841 North Broadway, Room 501  
Milwaukee, Wisconsin 53202  
Attn: Director of Public Works

LICENSEE: Wisconsin Technology Networking, LLC  
2220 University Drive  
Newport Beach, California 92660  
Attn.: Legal Department

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. A phone call shall not constitute official notice.

16. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the 30 days if the breaching Party commences the cure within the 30 day period and thereafter continuously and diligently pursues the cure to completion. The nonbreaching Party may not maintain any action or affect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph.

17. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

18. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all health, safety, environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any health, safety, environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity and installation of equipment now conducted in, on, or in any way related to the Pole or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises. Should applicable federal, state or local authorities determine that LICENSEE's equipment is detrimental to public health, LICENSOR may immediately terminate this Agreement and all related Supplements.

b. LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any

way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Pole or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

c. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

19. CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within 45 days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than 45 days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon 15 days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE'S use of the Premises is impaired.

20. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws

regulating hazardous substances) (collectively “Laws”). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE’s sole cost and expense, comply with (a) all Laws relating solely to LICENSEE’s specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR’s obligation to comply with all Laws relating to the Pole in general, except as regards the LICENSEE’s specific use.

21. PUBLIC RECORDS. Both parties understand that the City/LICENSOR is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* The LICENSEE acknowledges that it is obligated to assist the LICENSOR in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the LICENSEE must defend and hold the LICENSOR harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

22. INTEREST IN CONTRACT. No officer, employee, or agent of the LICENSOR who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

23. NON-DISCRIMINATION. LICENSEE agrees that it will not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with or perceived affiliation with any of these protected classes.

24. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an “Authorized Entity.” No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and

understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding, This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time, The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR: City of Milwaukee, Wisconsin

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTERSIGNED:

\_\_\_\_\_ Date: \_\_\_\_\_

Comptroller

APPROVED AS TO FORM AN EXECUTION:

\_\_\_\_\_ Date: \_\_\_\_\_

Assistant City Attorney

LICENSEE: Wisconsin Technology Networking, LLC

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement") is made this \_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, between the City of Milwaukee, ("LICENSOR"), and Wisconsin Technology Networking, LLC, whose principal place of business is 2220 University Drive, Newport Beach, California 92660 ("LICENSEE").

1 Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between The City of Milwaukee and Wisconsin Technology Networking, LLC, dated \_\_\_\_\_, 201\_\_, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein 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 Supplement, the terms of the Agreement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2 Location of Pole and Description of Premises.

**Location of Pole**

**Instructions:** Describe below the address of the Pole upon which the Premises are located.

Additional documents describing the location of the Pole \_\_\_are / \_\_\_ are not attached.

**Description of Premises**

**Instructions:** Describe below the “Premises” licensed (i.e. only that certain space on LICENSOR’s light poles necessary for the attachment, operation and maintenance of LICENSEE’s communications equipment).

Additional documents describing the Premises \_\_\_are / \_\_\_ are not attached.

3 Term. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4 As consideration, rent under this Supplement shall be payable to LICENSOR as described in the Agreement.

5 Site Specific Terms. Each Payment sent by Licensee under this Supplement shall include the following notation under the Payee ID Section:  
“ \_\_\_\_\_”

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR  
City of Milwaukee

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

LICENSEE  
Wisconsin Technology Networking, LLC

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

This form document was drafted by the Office of City Attorney

## EXHIBIT B

Annual rent for the year 2016 shall be \$1,800.00 per pole. Rent schedule reflects a 3% annual escalation beginning on January 1, 2017 and annually thereafter on January 1<sup>st</sup> of each year.

For example as listed in the schedule below:

<b>License Year</b>	<b>Annual Rent per Pole</b>
January 1 - December 31 2016	\$1,800.00
January 1 - December 31 2017	\$1,854.00
January 1 - December 31 2018	\$1,909.62
January 1 - December 31 2019	\$1,966.91
January 1 - December 31 2020	\$2,025.92
January 1 - December 31 2021	\$2,086.69
January 1 - December 31 2022	\$2,149.29
January 1 - December 31 2023	\$2,213.77
January 1 - December 31 2024	\$2,280.19
January 1 - December 31 2025	\$2,348.59
January 1 - December 31 2026	\$2,419.05
January 1 - December 31 2027	\$2,491.62
January 1 - December 31 2028	\$2,566.37
January 1 - December 31 2029	\$2,643.36
January 1 - December 31 2030	\$2,722.66
January 1 - December 31 2031	\$2,804.34
January 1 - December 31 2032	\$2,888.47
January 1 - December 31 2033	\$2,975.13
January 1 - December 31 2034	\$3,064.38
January 1 - December 31 2035	\$3,156.31
January 1 - December 31 2036	\$3,251.00
January 1 - December 31 2037	\$3,348.53
January 1 - December 31 2038	\$3,448.99
January 1 - December 31 2039	\$3,552.46
January 1 - December 31 2040	\$3,659.03
January 1 - December 31 2041	\$3,768.80

EXHIBIT C

LICENSOR's Hourly Fee Schedule

	<i>Billing rate</i>	
<i>Engineering/Drafting Technician I</i>	<i>\$33.23</i>	<i>per hour</i>
<i>Engineering/Drafting Technician II</i>	<i>\$39.21</i>	<i>per hour</i>
<i>Engineering/Drafting Technician IV</i>	<i>\$50.95</i>	<i>per hour</i>
<i>Civil/Electrical Engineer I</i>	<i>\$52.71</i>	<i>per hour</i>
<i>Engineering/Drafting Technician V</i>	<i>\$56.57</i>	<i>per hour</i>
<i>Civil/Electrical Engineer II</i>	<i>\$59.91</i>	<i>per hour</i>
<i>Civil/Electrical Engineer III</i>	<i>\$68.03</i>	<i>per hour</i>
<i>Civil/Electrical Engineer IV</i>	<i>\$77.32</i>	<i>per hour</i>
<i>Vehicle</i>	<i>\$18.59</i>	<i>per day</i>
<i>Plans and Reproduction</i>		
<i>8.5" x 11"</i>	<i>\$0.25</i>	<i>each</i>
<i>11" x 17"</i>	<i>\$0.25</i>	<i>each</i>
<i>24" x 36"</i>	<i>\$4.00</i>	<i>each</i>

AJF:ajf

1047-2015-2617:229933.1