

Location ID: HEALD01
Project ID: CCL06383

DRAFT GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“**Agreement**”), dated as of the later of the signature dates below (the “**Effective Date**”), is entered into by and between Sonoma County Water Agency, a body corporate and politic organized and existing under and by virtue of the laws of the State of California (“**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company (“**Tenant**”) (collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, Landlord is the legal owner of the Parcel, located at APN: 110-280-007-000, in the County of Sonoma, State of California (collectively, the “**Parcel**”), as described in **Exhibit A – Parcel Description** with the full right, power, and authority to enter into this Agreement and to grant all consents and authorizations required in connection with the execution of this Agreement; and

WHEREAS, Landlord desires to grant to Tenant the right to use a portion of the Parcel in accordance with this Agreement; and

WHEREAS, Tenant desires to lease a certain portion of the Parcel for the placement of a Communications Facility (as defined in Section 2.1) in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **PREMISES.**

- 1.1. **General.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, a certain portion of the Parcel containing approximately 35’ x 35’ square feet, including the air space above such ground space, (the “**Premises**”), as described in **Exhibit B – Site Plan**, for the placement of a Communications Facility (as defined in Section 2.1) in accordance with the terms of this Agreement. Tenant’s rights hereunder shall also include a right to access thereto and utilities, as described in Section 6 (Access) and Section 10 (Utilities) below, which shall be appurtenant to Tenant’s leasehold rights hereunder, together with other appurtenant rights to the Premises.
- 1.2. **Additional Premises.** In the event Tenant desires to modify or upgrade the Communications Facility (as defined in Section 2.1) in a manner that requires an additional portion of the Parcel (the “**Additional Premises**”), Tenant shall notify Landlord with a written request containing proposed details of the expansion and a site plan. If Landlord approves the request, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth

herein, except that the Rent shall increase by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant multiplied by the square footage of the Additional Premises. Landlord and Tenant shall execute an amendment to this Agreement to memorialize the inclusion of the Additional Premises.

2. PERMITTED USE.

- 2.1. **General.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets, generators, fencing and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communications Facility**”), as well as the rights detailed below in this Section 2 (Permitted Use) and other uses reasonably related thereto.
- 2.2. **Due Diligence.** Tenant and its agents, representatives, employees, permittees, consultants, engineers, contractors, and subcontractors (collectively, “**Tenant’s Agents**”) have the right to inspect examine, and conduct geological or engineering tests, including but not limited to, soil borings, drainage testing, material sampling, radio frequency testing, and other studies of the Premises (collectively, the “**Tests**”), to determine the feasibility or suitability of the Premises for Tenant’s intended use as a Communications Facility, all at Tenant’s cost and expense. Further, Tenant has the right to apply for and obtain licenses, permits, or required approvals, as deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises, throughout the Term of the Agreement, including, without limitation, applications for zoning approvals, zoning variances, zoning ordinances, special use permits, construction permits, and approvals necessary to comply with all applicable laws, rules, statutes and regulations, relating to Tenant’s use of the Communications Facility (collectively, the “**Government Approvals**”), and initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Premises that are necessary, at Tenant’s sole discretion, to determine the physical condition of the Premises, the environmental history of the Parcel, Landlord’s title to the Parcel, all at Tenant’s cost and expense. Tenant further has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Parcel surveyed by a licensed surveyor of Tenant’s choice. Tenant shall not be liable to the Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by Tenant’s inspections. Landlord agrees to reasonably cooperate with Tenant in connection with obtaining Government Approvals and title insurance and other rights in this Agreement that Tenant may reasonably require in connection with Tenant’s Permitted Use. Any Tests conducted outside of the Premises shall require prior written approval from Landlord.
- 2.3. **Construction and Ongoing Use.** Tenant has the right to install and operate transmission cables from the equipment shelters or cabinets to the antennas, electric lines from the main feed to the equipment shelters or cabinets and communication lines from the Parcel’s main entry point to the equipment shelters or cabinets, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment, all at Tenant’s cost and expense. Landlord and Tenant agree that any

portion of the Communications Facility that may be conceptually described in **Exhibit B – Site Plan** shall not be deemed to limit Tenant’s Permitted Use.

- 2.4. **Staging.** For a period of ninety (90) calendar days following the start of construction, and thereafter, as needed for maintenance, operation, repair, replacement and upgrade of the Communications Facility, Landlord grants Tenant, Tenant’s Agents, its subtenants, sublessees, licensees and sublicensees (collectively, the “**Subtenants**”), the right to use portions of the Parcel, as may reasonably be required during construction and installation of the Communications Facility, as depicted in **Exhibit C – Staging Area**. If Tenant requires additional Staging Area, Tenant will submit request in writing for Landlord’s review and approval.
- 2.5. **Modifications.** Tenant has the right to modify, supplement, replace, upgrade, and expand the Communications Facility or relocate the Communications Facility within the Premises at any time during the Term, at Tenant’s sole discretion. Tenant shall also have the right to make such alterations to the Premises in order to ensure that the Communications Facility complies with all applicable federal, state or local laws, rules or regulations, anything else required or desired under applicable laws, and make such alterations to utilities on the Premises as may be required by the utility provider. **Exhibit B – Site Plan**, attached hereto, does not limit Tenant from exercising its rights pursuant to this Section 2.5 (Modifications). Tenant may periodically update **Exhibit B – Site Plan** relative to any such modifications, supplements, replacements, upgrades or expansions and send Landlord a substituted **Exhibit B – Site Plan**, which shall replace and supersede the original **Exhibit B – Site Plan** attached hereto.
- 2.6. Section 2.1 (General), Section 2.2 (Due Diligence), Section 2.3 (Construction and On-going Use), Section 2.4 (Staging) and Section 2.5 (Modifications) are collectively referred to as the “**Permitted Use**” that is granted by this Agreement.

3. **TERM.**

- 3.1. **Term.** The term of this Agreement shall be for ten (10) years (the “**Term**”) and commence upon the Effective Date.

4. **RENT.**

- 4.1. **Rent Commencement.** Commencing on the first day of the month following the date that Tenant commences construction on the Premises (the “**Rent Commencement Date**”), Tenant shall pay Landlord on or before the fifth (5th) day of each calendar month in advance, two thousand two hundred fifty and No/100 Dollars (\$2,250.00) (the “**Rent**”), via electronic payment, unless Landlord specifies an alternative means for Rent payments in writing to Tenant. The initial Rent payment will be transmitted by Tenant to Landlord within forty-five (45) calendar days after the Rent Commencement Date. As a condition precedent to payment, Landlord shall provide to Tenant the account details for electronic payment and a W-9 on or before the Effective Date. The Rent Commencement Date shall be memorialized by

notification from the Tenant, substantially in the form attached hereto as **Exhibit D – Notification of Rent Commencement Date**, which shall be binding on Landlord unless Landlord notifies Tenant of its objection thereto within seven (7) calendar days of delivery to Landlord.

- 4.2. **Rent Escalator.** On the first anniversary of the Rent Commencement Date, and on each anniversary of the Rent Commencement Date throughout the Term of the Agreement, Rent shall be increased by two percent (2%) of the Rent paid during the immediately prior year.
- 4.3. **Rent Proration.** In the event this Agreement is terminated, the Rent will be prorated for any partial month.
- 4.4. **Cure Period and Late Fee.** Rent shall be due on or before the fifth (5th) calendar day of each month in advance and will be delinquent if not paid by the 6th calendar day of each month of the Term. If payment is not received by Landlord within thirty (30) calendar days of the date due (the “**Late Rent Period**”), Tenant shall pay to Landlord an additional sum of ten percent (10%) of the past due rent as a late fee. The Parties agree that this late fee represents a fair and reasonable estimate of the administrative costs that Landlord will incur by reason of a past due payment by Tenant. Acceptance of any late fee shall not constitute a waiver from exercising any of the other rights and remedies available to Landlord under this Agreement, at law or in equity, including, but not limited to, any interest charges imposed herein.
- 4.5. **Additional Consideration:** In the event that Landlord desires to co-locate equipment within Tenant’s Premises, Landlord shall submit plans to Tenant, for Tenant’s review and written approval. Landlord’s equipment within the Premises shall not interfere with Tenant’s Permitted Use or any terms or conditions of this Agreement and Landlord’s equipment shall be the sole responsibility of Landlord. Tenant shall reserve space on Tenant’s tower between 20’ to 40’ at no charge to Landlord. Any other space on Tenant’s tower will require Tenant’s written approval.

5. **GOVERNMENT APPROVALS.** Landlord agrees that Tenant’s obligations under this Agreement are contingent upon Tenant’s ability to obtain, maintain, and comply with all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

6. **ACCESS.**

- 6.1. **24/7 Access.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant, and Tenant’s Agents, shall have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access (the “**Access**”) to and over the Parcel, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communications Facility and any utilities serving the Premises. In the event any public utility is unable to use the access provided to Tenant, Landlord agrees to grant additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

6.2. **Non-Exclusive Access.** Landlord grants to Tenant a right of access from a public right of way to the Premises, over a portion of the Parcel, in a location identified by Tenant in **Exhibit B – Site Plan**

6.3. **Locks.** Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Where feasible, Landlord agrees that Tenant has a right to use its own locks on the Parcel, all at Tenant's cost and expense, so long as Tenant's locks do not interfere with Landlord's use of the Parcel. **Access Condition.** Access is provided "As-Is" and Landlord makes no representations or warranties regarding the quality of access to the Premises. Tenant expressly acknowledges Landlord is not providing any specified level or quality of access. Tenant shall repair damage to the Access caused by Tenant's use or conduct. In the event Tenant cannot Access the Premises, Landlord shall provide alternate vehicular and pedestrian access to the Premises.

6.4. **Unmanned Aircraft System.** If Tenant elects to utilize an Unmanned Aircraft System (the "UAS"), such as a drone for imagery at height, in connection with its Permitted Use, Landlord hereby grants Tenant, or Tenant's Agents, express permission to fly over the Parcel and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

7. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

7.1. By Tenant, upon written notice to Landlord at any time prior to the commencement of construction.

7.2. By Tenant, upon written notice to Landlord at any time during the Term, if Tenant is unable to obtain or maintain any Governmental Approvals, including without limitation any required approvals or the issuance of a license or permit by any agency, board, court or other governmental authority, necessary for the construction or operation of the Communications Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is burdensome or commercially unreasonable.

7.3. By Tenant, upon sixty (60) calendar days prior written notice to Landlord following commencement of construction, for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then-current rate, provided, however, that no such termination fee will be payable by Tenant under any termination right provided for in any other section of this Agreement.

7.4. By either party, upon thirty (30) calendar days prior written notice at any time during the Term, if the other party remains in default under Section 18 (Default and Right to Cure) of this Agreement after the applicable cure periods.

7.5. This Agreement also provides for termination pursuant to Section 3 (Term), Section 8 (Interference), Section 11 (Environmental), Section 20 (Condemnation), and Section 21 (Casualty).

8. INTERFERENCE.

- 8.1. **General.** For the purposes of this Agreement, “interference” may include, but is not limited to, any use on the Parcel, or contiguous Parcels that the Landlord owns or controls, that causes electronic or physical obstruction with Tenant’s Permitted Use.
- 8.2. **Tenant’s Non-Interference with Pre-Existing Frequencies on the Parcel.** Landlord has provided Tenant with a list of radio frequency user(s) and frequencies used on the Parcel as of the Effective Date pursuant to **Exhibit E – Pre-Existing Frequencies**. Tenant warrants that its use of the Premises will not interfere with those pre-existing radio frequency uses on the Parcel, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Landlord shall notify Tenant of any planned expansion or change to such pre-existing uses prior to implementation. The Communications Facility shall not be operated as a general-purpose-repeater tower.
- 8.3. **Landlord’s Non-Interference.** Landlord shall not, nor shall Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors, to interfere in any way with the Communications Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord shall cause such interference to cease within twenty-four (24) hours, or within a reasonable time frame approved by Tenant in writing, after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, then the Parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to immediately terminate this Agreement upon notice to Landlord without a waiver of any other rights or remedies. Landlord desires to update its communication plans in the future, Landlord shall ensure that such changes will not interfere with Tenant’s Permitted Use and existing frequencies.
- 8.4. **Future Third-Party Interference.** Landlord agrees not to sell or lease any areas of the Parcel that the Landlord owns or controls, after the Effective Date, or grant any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communications Facility, Tenant’s Permitted Use, or the rights of Tenant under this Agreement. Landlord shall notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Parcel. If Tenant observes interference, Tenant may conduct a radio frequency propagation test or other applicable tests, at Tenant’s sole discretion. Landlord shall reimburse Tenant for any costs and expenses of such testing, if the tests demonstrate interference caused by Landlord’s actions that are unacceptable to the operations of Tenant, at Tenant’s sole determination.

9. **MAINTENANCE.** Tenant shall keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord shall maintain and repair the Parcel As-is, which is under the control of the Landlord, and areas of the Parcel adjacent to the Premises where Tenant does not have exclusive control, subject to reasonable wear and tear and damage from the elements. Tenant shall be responsible for maintenance of landscaping on the Premises, including any landscaping installed by Tenant as a condition of this Agreement or any required Government Approvals.

10. UTILITIES.

10.1. Right to Order and Install Utilities for Permitted Use. Tenant shall have the right to install, upgrade and maintain utilities, including but not limited to electric power and fiber, as permitted under Section 1 (Premises), all at Tenant's cost and expense. Landlord hereby agrees to grant to any utility provider an easement, in, on, under and over the Parcel, from an open and improved public road to the Premises, and upon the Premises, associated with Tenant's Permitted Use on terms and conditions as approved by Landlord. Upon Tenant's or utility provider's request, Landlord shall execute a separate recordable easement evidencing this grant, at Tenant's cost. Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities and shall prepare utility applications, and Landlord agrees to reasonably cooperate and execute any required applications for obtaining and maintaining utilities. Tenant's interest in the utility easement shall be limited to the Term of the Agreement.

10.2. Tenant's Payment for Utilities Consumed. Tenant shall be responsible for paying all utility charges for electricity, fiber or any other utility used or consumed by Tenant on the Premises.

Interruptions. Landlord acknowledges that Tenant provides a communication service which requires utility service to operate and must operate twenty-four (24) hours per day, seven (7) days per week. In the event of a utility service interruption caused by Landlord, Landlord agrees to allow Tenant and Tenant's Subtenants the right to utilize temporary utility sources from third parties or Tenant until stable utilities are restored. In the event the temporary utility sources require use of the Parcel outside the Premises, Landlord shall provide written approval for the additional space on the Parcel, at no cost to the Tenant, approval not to be unreasonably withheld, conditioned, or delayed.

11. ENVIRONMENTAL.

11.1. Landlord Representation and Warranty. Landlord represents and warrants, except as may be identified in **Exhibit F – Disclosure of Hazardous Materials** attached to this Agreement, (i) the Parcel, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, petroleum, and any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (the "**Hazardous Materials**"), (ii) the Parcel has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation, and (iii) there exist no underground tanks on the Parcel. Should Landlord become aware of any hazardous substances, contamination, or condition, Landlord shall immediately notify Tenant.

11.2. Hazardous Materials on the Parcel. Landlord and Tenant each agree that they shall not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation as may now, or at any time hereafter, be in effect. Tenant's Permitted Use shall include diesel fuel for generators, which does not constitute Hazardous Material as defined in this Section 11 (Environmental) relative to Tenant's use of the Premises.

11.3. Environmental Compliance. Landlord and Tenant agree that each shall be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or

standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Parcel.

11.4. Environmental Indemnification. Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party 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 (the "**Claims**"), to the extent arising from that party's breach of its obligations or representations under this Section 11 (Environmental). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Parcel with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Parcel by Tenant in violation of law. The indemnification provisions contained in this Section 11 (Environmental) specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Parcel conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 (Environmental) shall survive the expiration or termination of this Agreement.

11.5. Termination Due to Environmental Condition. In the event Tenant becomes aware of any Hazardous Materials on the Parcel, or any environmental, health or safety condition or matter relating to the Parcel, that, in Tenant's sole determination, renders the condition of the Premises or Parcel unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant shall have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord without a waiver of its rights hereunder. The provisions of this Section 11 (Environmental) shall survive the expiration or termination of this Agreement.

12. REMOVAL/RESTORATION. All portions of the Communications Facility brought onto the Parcel by Tenant shall be and remain Tenant's personal property and, at Tenant's discretion, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communications Facility constructed, erected or placed on the Parcel by Tenant shall become, or be considered as being affixed to or a part of, the Parcel, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Parcel shall be and remain the property of Tenant. Tenant shall remove all above grade Communications Facility components. Tenant will not remove foundations 36" or greater below grade, all at Tenant's cost and expense. Tenant shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed before the Effective Date, reasonable wear and tear, casualty damage, and damage from the elements excepted. Notwithstanding the foregoing, Tenant shall not be responsible for the replacement of any trees, shrubs or other vegetation that were removed from the Parcel for Tenant's Permitted Use.

13. SUBLEASE. Tenant shall have the right to sublease or license any portion of the Premises and its rights herein, in whole or in part, to a third-party whose use is consistent with the Permitted Use, upon written notice to Landlord.

14. ASSIGNMENT.

14.1. Tenant will have the right to assign, sell or transfer its rights under this Agreement without the approval or consent of Landlord, to Tenant's Affiliate or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition, or other business reorganization.

14.2. Upon consent from Landlord, which consent will not be unreasonably withheld, conditioned, or delayed, Tenant has the right to assign, sell or transfer its rights under this Agreement provided that the assignee has a net worth equal to or greater than the net worth of Tenant at the time of the execution of this Agreement. Upon execution of an Assignment and Assumption Agreement between Tenant, Assignee, and Landlord, Tenant shall be relieved of all future performance, liabilities and obligations under this Agreement upon such assignment.

15. INSURANCE. Tenant shall maintain and require its subcontractors and agents to maintain, during the Term of this Lease or any extensions of the term, insurance as described in **Exhibit I – Insurance Requirements**.

16. INDEMNIFICATION.

16.1. **Tenant Indemnification.** Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communications Facility or Tenant's breach of any provision of this Agreement and related Letter of Intent and planning applications, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

16.2. **Landlord Indemnification.** Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

16.3. **Indemnification Protocols.** The indemnified party: (i) Shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 16 (Indemnification) and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and

(iii) Shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

17. WARRANTIES.

17.1. **General.** Tenant and Landlord acknowledge and represent to each other that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

17.2. **Landlord Warranties.** Landlord represents, warrants and agrees that: (i) Landlord solely owns the Parcel as a legal lot in fee simple; (ii) the Parcel is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; (v) Landlord will promptly pay when due all liens and monetary encumbrances against the Parcel; and (vi) if the Parcel is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest substantially in the form attached hereto as **Exhibit G – Subordination, Non-Disturbance and Attornment Agreement**, or in the mortgagee's standard form.

18. DEFAULT AND RIGHT TO CURE.

18.1. **Tenant Default.** The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent, if such rent remains unpaid for more than forty-five (45) calendar days after written notice from Landlord of such failure to pay. Landlord's written notice shall not be sent until the expiration of the Late Rent Period provided in Section 4 (Rent); (ii) Tenant's failure to perform any term or condition under this Agreement within forty-five (45) calendar days of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right, as its sole and exclusive remedies, to pursue a judgment for direct damages against Tenant or to pursue specific performance, injunction, or declaratory judgment against, and in no event shall Tenant be liable for consequential, punitive, incidental or special damages, however caused, based on any theory of liability.

18.2. **Landlord Default.** The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 6

(Access) within forty-eight (48) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 (Interference) within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term or condition, or Landlord's breach of any warranty or covenant, under this Agreement for more than forty-five (45) calendar days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

18.3. This Agreement also provides for default pursuant to Section 6 (Access).

19. NOTICES. All notices, communications, requests and demands hereunder shall be in writing and shall be deemed to have been properly given (i) if hand received, (ii) if received via United States mail service or other reliable express courier service, or (ii) if sent via e-mail to the addresses set forth below:

If to Tenant: Public Safety Towers, LLC
1903 Wright Place, Suite 140, Carlsbad, CA 92008
Attention: Lease Notices
E-mail Address: notices@pstctowers.com

With a copy to: Public Safety Towers, LLC
1903 Wright Place, Suite 140, Carlsbad, CA 92008
Attention: PSTC Counsel
E-mail Address: counsel@pstctowers.com

If to Landlord: Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403
Attention: General Manager, with a copy to Right of Way Section

with emailed copies to:
Eric.Keel@scwa.ca.gov
Jennifer.Willits@scwa.ca.gov

Either party may change its notice address upon thirty (30) calendar days prior written notice to the other party. Any notice and other communication given pursuant to this Agreement will be deemed to have been received on, and is effective as of, (i) the date it was delivered by hand; (ii) upon the date of the properly addressed e-mail transmission; (iii) on the date of delivery shown on the receipt card if sent by registered or certified mail, return receipt requested; (iv) on the third business day after the date of postmark if sent by regular mail, or (v) date of actual delivery for express courier or express mail service. Notwithstanding the foregoing, any notice to Tenant that would permit

Landlord to terminate this Agreement shall be sent by certified mail, return receipt requested to the parties indicated above, with “NOTICE OF DEFAULT” to be effective notice hereunder.

20. CONDEMNATION. In the event Landlord receives notification of any threatened or pending condemnation proceedings affecting the Parcel, Landlord will provide notice thereof to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Parcel, or a portion sufficient, in Tenant’s sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority, provided, however that Tenant may terminate the Lease earlier upon not less than thirty (30) calendar days’ notice to Landlord, after Tenant becomes aware of such threatened or pending proceedings. The Parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include but not be limited to, where applicable, the value of its Communications Facility and leasehold rights hereunder, moving expenses, and business dislocation expenses. Landlord shall immediately refund to Tenant any prepaid Rent on a *pro rata* basis.

21. CASUALTY.

21.1. Notice. Landlord will provide notice to Tenant of any casualty or other harm affecting the Parcel within twenty-four (24) hours of the casualty or other harm.

21.2. Premises Rendered Unsuitable. If any part of the Communications Facility or the Parcel is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant’s sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Tenant will be entitled to collect all insurance proceeds in connection with the Communications Facility, whether or not Tenant terminates this Agreement, and Landlord shall reimburse Tenant for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary communications facilities on the Parcel, but only until such time as Tenant is able to activate a replacement communications facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent.

21.3. Premises Rebuilt or Restored. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communications Facility, as applicable, Landlord agrees to permit Tenant to place temporary communications facilities on the Parcel at no additional Rent until the reconstruction of the Premises and/or the Communications Facility is completed. If Landlord determines not to rebuild or restore the Parcel, Landlord will notify Tenant of such determination within thirty (30) calendar days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 21 (Casualty), then Landlord will promptly rebuild or restore any portion of the Parcel interfering with or required for Tenant’s Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Parcel and/or the Premises are rebuilt or restored, unless Tenant places temporary communications facilities on the Parcel.

22. WAIVER OF LANDLORD’S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility or any portion thereof. The Communications Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any

portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communications Facility from time to time in Tenant's sole discretion and without Landlord's consent.

23. OTHER PAYABLE CHARGES. Unless specified otherwise in this Agreement, Tenant shall not be liable for any charges or expenses in connection with the use of the Premises by Tenant. Further, all amounts permitted to be charged by Landlord under this Agreement shall be billed to Tenant within one (1) year from when the charges were incurred, and in no event shall Tenant be liable for any charges billed to Tenant after such period. Notwithstanding the foregoing, Landlord shall not be obligated to send Tenant written notice of the Rent due under Section 4.1 (Rent Commencement) above. The provisions of this Section 23 (Other Payable Charges) shall survive the termination or expiration of this Agreement.

24. CHANGES TO LANDLORD'S PROPERTY INTEREST.

24.1. General. Subject to the terms of this Agreement, Landlord may sell or otherwise transfer the Parcel or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder, without requiring compensation from Tenant or any Subtenant.

24.2. Notice Protocol of Sale. Subject to the terms of this Agreement, if Landlord, at any time during the Term of this Agreement, decides to rezone, sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Parcel or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder and in any event, no later than thirty (30) calendar days prior thereto. Landlord shall not initiate or consent to any change of the Premises or the Parcel, or impose or consent to any other use or restriction, that would prevent or limit Tenant from using the Premises or Parcel for the Permitted Use. In the event of a change in ownership, transfer or sale of the Parcel, within ten (10) calendar days of such transfer, Landlord or its successor shall send the documents listed below in this Section 24 (Changes to Landlord's Property Interest) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Parcel
- ii. New deed to Parcel
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

24.3. The provisions of this Section 24 (Changes to Landlord's Property Interest) shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

25. **CHANGES TO ZONING OR ENCUMBRANCE.** Landlord shall not initiate or consent to any change in the zoning of the Premises or the Parcel, or impose or consent to any other use, or encumbrance or restriction that would prevent or limit Tenant from using the Premises or Parcel for the Permitted Use or otherwise impair Tenant's rights hereunder.
26. **INTENTIONALLY OMITTED.**
27. **AMENDMENT AND WAIVER.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in writing signed by the waiving party. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
28. **MEMORANDUM OF LEASE.** Contemporaneously with the execution of this Agreement, the Parties will execute a recordable Memorandum of Lease substantially in the form attached hereto as **Exhibit H – Memorandum of Lease**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Tenant may record an amendment thereof to update such Memorandum to incorporate any expansion of the Premises or additional easements granted in connection with the Premises, and Landlord will reasonably cooperate in connection therewith.
29. **COMPLIANCE WITH LAW.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (the "**Laws**") applicable to Tenant's use of the Communications Facility on the Parcel. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Parcel and any improvements on the Parcel.
30. **BIND AND BENEFIT.** The terms and conditions contained in this Agreement will run with the Parcel and bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns.
31. **ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees, costs and expenses (including the fees, costs and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
32. **GOVERNING LAW.** This Agreement will be governed by the laws of the state in which the Parcel is located, without regard to conflicts of law.
33. **INTERPRETATION.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions, headings, and subheadings are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement;

(v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) the singular use of words includes the plural where appropriate; (viii) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; (ix) rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement; and (x) should any prescribed date fall on a weekend or national holiday, the .

34. **AFFILIATES.** Any right of Tenant granted hereunder may be exercised by, at Tenant’s election, any Affiliate of Public Safety Towers and any sublessee or licensee thereof. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
35. **SURVIVAL.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
36. **W-9; OWNERSHIP CONFIRMATION.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address. In the event of any transfer of Landlord’s interest in the Parcel or this Agreement, by operation of law or otherwise, Tenant shall be provided reasonable evidence of such successor interest and Tenant shall have the right to withhold payment unless or until such evidence is provided and be reimbursed for Tenant’s costs in confirming such successor interests, including, without limitation, any estate or personal representative, foreclosure, and bankruptcy matters.
37. **EXECUTION.** This Agreement may be executed in several counterparts and the counterparts shall constitute but one and the same instrument. The execution of this Agreement by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the Parties hereto, provided, however, that upon request by the other party, an original, wet-signed signature shall be provided thereafter.
38. **ATTORNEYS’ FEES.** In the event that any dispute between the Parties related to this Agreement should result in litigation, at trial and on any appeal or petition for review, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees, costs and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant, and their respective Affiliates to recover their fees and expenses.
39. **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY

ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

40. **INCIDENTAL FEES.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the Parties.
41. **FURTHER ACTS.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged, and delivered all such further acts, documents, and assurances as Tenant may request from time to time to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.
42. **CONFIDENTIALITY.** Subject to customary exceptions, including to the extent disclosure is required under law or regulation, including that of an applicable securities exchange, or valid court order, Landlord will maintain in confidence all information relating to Tenant's proposed tenancy and development of the Premises, including but not limited to, the terms of the letter of intent between the Parties and this Agreement, and will not disclose such information to any other party without written consent. Such confidential information may be released to Landlord's successors, employees, partners, consultants, attorneys, accountants, tax advisors, insurers, insurance agents, financial sources, property managers, and lenders who have a reasonable need for such confidential information.
43. **FORCE MAJEURE.** In the event that Tenant shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Agreement to be performed by Tenant and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil riots or commotion, an act of war, domestic and/or international terrorism, quarantines, embargoes, pandemics, epidemics, local disease outbreaks, public health emergencies, unavoidable fire or other casualty, or other causes of a like nature beyond the control of Tenant, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay.
44. **CERTIFICATE.** Landlord will, within fourteen (14) calendar days after notice from Tenant, execute, acknowledge, and deliver to Tenant a certificate certifying whether or not this Agreement is in full force and effect; whether there are any modifications or alleged breaches by Landlord; the dates to which rent has been paid in advance; and any other facts that may reasonably be requested. The information in such certificate may be relied upon by any assignee, sublessee, or any successor to Tenant and any of their respective lenders. Failure to deliver the certificate within the specified time shall be conclusive upon Landlord that the Agreement is in full force and effect and has not been modified except as may be represented by Tenant.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last signature date below.

LANDLORD: Sonoma County Water Agency,
a body corporate and politic organized and existing under and by virtue of the
laws of the State of California

By: _____
Print Name: Grant Davis
Title: General Manager
Date: _____

Authorized per Sonoma County Water Agency’s Board of Directors Action on
_____, 2023; Agenda Item No. _____

Approved as to Form by Landlord
By: _____
Print Name: Adam Brand, Deputy County Counsel

Tenant: Public Safety Towers, LLC
a Delaware limited liability company

By: _____
Print Name: Doug Lodder
Title: Chief Operating Officer
Date: _____

EXHIBIT A

Parcel Description

APN: 110-280-007

Address: 10290 Westside Road, Healdsburg, CA 95448

The parcel is legally described as follows:

Being Lots 3 and 4 and that portion of Lot 2 lying South of the South line of the Healdsburg Guerneville Road in Section 31, Township 8 North, Range 9 West, D. B. & M.

Excepting therefrom all that portion of Lot 2 conveyed by Alfred D. Hobson to Henry D. Wall, dated August 20, 1869, and recorded August 21, 1869 in Book 27 of Deeds, Page 415, Official records of Sonoma County, California.

PARCEL ID: 110-280-007

This being portion of the same property conveyed to Sonoma County Water Agency, a body corporate and politic organized and existing under and by virtue of the laws of the State of California, In a deed from Lawrence M. Meredith and Jennie L. Meredith dated 12/6/1971 and recorded 12/29/1971 as Instrument No. M 48154.

EXHIBIT B

Site Plan

[Add Site Plan and at least 1 elevation sheet which includes dimensions of lease area, details of the access path and utility path(s) and any codes/keys necessary for access]

[If multiple pages, number as B-1, B-2, ...]

EXHIBIT C

Staging Area

[Add map showing staging area]

EXHIBIT D

Notification Of Rent Commencement Date

This Notification of Rent Commencement is delivered pursuant Section 4 (Rent) of that certain Agreement dated _____ entered into by and between Sonoma County Water Agency, a body corporate and politic organized and existing under and by virtue of the laws of the State of California (“**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company (“**Tenant**”).

The Tenant hereby gives Landlord notice that the Rent Commencement Date is:

Public Safety Towers, LLC
a Delaware limited liability company

By: _____
Print Name: Doug Lodder
Title: Chief Operating Officer
Date: _____

EXHIBIT E

Pre-Existing Frequencies

Landlord has provided Tenant with this list of radio frequency user(s) and frequencies used on the Parcel as of the Effective Date pursuant to Section 8 (Interference):

150 MHz
450 MHz
900 MHz (ISM)
2.4 GHz (WiFi)
5.8 GHz (WiFi)

Tenant warrants that its use of the Premises will not interfere with those pre-existing radio frequency uses on the Parcel, as long as the pre-existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Landlord shall notify Tenant of any planned expansion or change to such pre-existing uses.

EXHIBIT F

Disclosure of Hazardous Material

Pursuant to Section 11 (Environmental), Landlord represents and warrants, that (i) the Premises, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, petroleum, and any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (the “Hazardous Materials”), and (ii) the Premises has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

Should Landlord become aware of any hazardous substances, contamination, or condition, Landlord shall immediately notify Tenant.

EXHIBIT G

Subordination, Non-Disturbance and Attornment Agreement

[Follows on Next Page]

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”), dated as of the date below, between [Mortgagee’s Name] having its principal office at [Insert Mortgagee’s Address], (hereinafter called “**Mortgagee**”) and Sonoma County Water Agency, a body corporate and politic organized and existing under and by virtue of the laws of the State of California, having its principal office/residing at 404 Aviation Boulevard, Santa Rosa, CA 95403 (“**Landlord**”), and Public Safety Towers, LLC, a Delaware Limited Liability Company having a mailing address of 1903 Wright Place, Suite 140, Carlsbad, CA 92008 (“**Tenant**”).

RECITALS:

- A. Tenant has entered into a certain Ground Lease Agreement dated [Insert Effective Date], (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and
- B. Landlord has given to Mortgagee a mortgage or deed of trust (the “**Mortgage**”) upon certain real property (“**Property**”), as described in the Mortgage, a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount] (\$XXX) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] as Recording No. _____; and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property of which the Premises forms a part (but not Tenant’s fixtures or other property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagee’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord.

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges, and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any equipment, fixtures and/or other property installed by or on behalf of Tenant or its related parties on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such equipment, fixtures and/or other property of Tenant or Tenant's assignees, sublessees, licenses and related parties, now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or Subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: Sonoma County Water Agency,
a body corporate and politic organized and existing under and by virtue of the
laws of the State of California

By: _____
Print Name: _____
Title: _____
Date: _____

Tenant: Public Safety Towers, LLC
a Delaware limited liability company

By: _____
Print Name: Doug Lodder
Title: Chief Operating Officer
Date: _____

MORTGAGEE: [Insert Mortgagee's Name]

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT H

Memorandum of Lease

[Follows on Next Page]

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on the later of the signature dates, by and between Sonoma County Water Agency, a body corporate and politic of the State of California having its principal office/residing at 404 Aviation Boulevard, Santa Rosa, CA 95403 (hereinafter called "**Landlord**"), and Public Safety Towers, LLC, a Delaware Limited Liability Company having a mailing address of 1903 Wright Place, Suite 140, Carlsbad, CA 92008 ("**Tenant**").

1. Landlord and Tenant entered into a certain Ground Lease Agreement ("**Agreement**") on _____, for the purpose of installing, operating and maintaining a communications facility and other improvements and other related purposes. All of the foregoing is set forth in the Agreement.
2. The lease term will be ten (10) years commencing on the Effective Date.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

Sonoma County Water Agency,
a body corporate and politic organized and
existing under and by virtue of the laws of the
State of California

By: _____

Print Name: _____

Its: _____ [Insert Title]

Date: _____ [Insert Date]

TENANT:

Public Safety Towers, LLC
a Delaware limited liability company

By: _____

Print Name: Doug Lodder

Title: Chief Operating Officer

Date: _____

Date: _____

EXHIBIT I

Insurance Requirements

[Follows on Next Page]

Insurance Requirements

Tenant shall maintain and require its subcontractors and agents to maintain, during the term of this Lease or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Landlord reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve Tenant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Lease.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Tenant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
- e. *Required Evidence of Insurance:*
 - i. Subrogation waiver endorsement, and
 - ii. Certificate of Insurance

If Tenant currently has no employees, Tenant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Tenant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Tenant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Landlord. Tenant is responsible for any deductible or self-insured retention and shall fund it upon Landlord's written request, regardless of whether Tenant has a claim against the insurance or is named as a party in any action involving the Landlord.
- d. Sonoma County Water Agency, its officers, agents, and employees shall be additional insureds for liability arising out the ownership, maintenance or use of that part of the premises leased to Tenant (Insurance Services Office endorsement CG 20 11 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
- g. The policy shall cover inter-insured suits between Landlord and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Tenant currently owns no autos, Tenant agrees to obtain such insurance should any autos be acquired during the term of this Lease or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance

4. Pollution Liability Insurance

- a. Minimum Limits: 1,000,000 per pollution Incident; 1,000,000 Aggregate. If Tenant maintains higher limits than the specified minimum limits, Landlord requires and shall be entitled to coverage for the higher limits maintained by Tenant.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Landlord. Tenant is responsible for any deductible or self-insured retention and shall fund it upon Landlord's written request, regardless of whether Tenant has a claim against the insurance or is named as a party in any action involving the Landlord.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Insurance shall be continued for five (5) years after the expiration or earlier termination of this Lease. If the insurance is on a Claims-Made basis, the continuation Insurance may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the Commencement Date of this Lease.
- e. Sonoma County Water Agency, its officers, agents, and employees, shall be additional insureds for liability arising out of the ownership, maintenance or use of the Premises. The foregoing shall continue to be additional insureds for five (5) years after the expiration or earlier termination of this Lease.

5. Increases in Limits of Insurance

Landlord may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. The Certificate of Insurance must include the following reference: 10290 Westside Road Healdsburg Communication Tower.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant agrees to maintain current Evidence of Insurance on file with Landlord for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Blvd., Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Tenant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Tenant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Tenant fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. Landlord, at its sole option, may terminate this Lease, pursuant to Section 7.4 (Termination), and obtain damages from Tenant resulting from said breach. Alternatively, Landlord may purchase such required insurance and Tenant shall immediately reimburse Landlord for any premium costs advanced by Landlord for such insurance. These remedies shall be in addition to any other remedies available to Landlord.