

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

MASTER LICENSE FOR CONCRETE POLES

(Distributed Antenna System - Fabrication, Installation, and Dedication)

between

CITY AND COUNTY OF SAN FRANCISCO, by and through its

PUBLIC UTILITIES COMMISSION,

and

GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, d/b/a VERIZON WIRELESS

**For SFPUC Street Light License Program
in San Francisco, California**

Effective as of _____, 20__

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EXHIBIT A Form of Pole License
EXHIBIT B Form of Conditional Assignment of Warranties and Guaranties

SCHEDULE 1 Concrete Pole Installation and Related Work - Details and Specifications
SCHEDULE 2 Other City Requirements
SCHEDULE 3 Acceptance Checklist

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BASIC LICENSE INFORMATION Master License for Concrete Poles	
SFPUC:	SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Licensee:	GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless, by Celco Partnership, its general partner
Term (§ 3.1.1):	12 years, beginning on the Effective Date.
Master License Effective Date (§ 3.1.1):	The first day of the month after the date the parties have fully executed this Master License.
Pole Licenses (§ 3.1.1):	Each Pole License will be effective on the first day of the month after the date the parties have fully executed it.
Pole License application deadline (§ 3.1.3):	The 10 th anniversary of the Effective Date.
Master License and Pole License Expiration Date:	The day before the 12 th anniversary of the Effective Date.
License Fee Commencement Date (§ 4.1); Acknowledgment Letter (§ 4.1.2):	For each Pole License, the earlier of: (a) the first anniversary of its effective date of the Pole License; and (b) the first day of the month after the date on which Licensee has obtained all Regulatory Approvals. SFPUC will confirm the Commencement Date for each Pole License in the countersigned Acknowledgment Letter.
License Fee rate (§ 4.2.1); Default Fees (§ 18.2.4):	After the Commencement Date of each Pole License, Licensee will be obligated to pay SFPUC an annual License Fee at a rate based on the number of Pole Licenses issued under this Master License. SFPUC will provide the License Fee and Default Fee Schedule for each Pole License with the signed Acknowledgment Letter, and the schedule will be deemed to be attached to the Pole License as Exhibit A-2.
License Fee adjustment Dates (§ 4.2.1):	License Fee rates will escalate by 4% on each anniversary of the Commencement Date of each Pole License.
Master License application fee (§ 4.6):	\$7,500, to be delivered with Licensee's executed counterpart of this Master License.

Compliance Fee (§ 4.8; § 6.4.2)	\$1,500 per Concrete Pole, to be delivered with Licensee's Acknowledgment Letter for each Pole License.
Permitted Use (§ 5.1):	Installation of Concrete Poles, installation, operation, and maintenance of Equipment, and use of service connections at the Pole Location specified in each Pole License and no other location. Use of the License Area for any other purpose without SFPUC's prior consent is prohibited.
Pole License Administrative Fee (§ 7.5):	\$900 per Concrete Pole, to be delivered with Licensee's application for each Pole License.
Installation (Art. 8):	All Concrete Poles and Equipment to be installed are subject to SFPUC's final approval through the applicable Pole License. Licensee shall install Concrete Poles and Equipment at its sole cost only at the Pole Locations specified in Pole Licenses.
Utilities (§ 13.1):	Licensee shall procure from and pay SFPUC for all electricity necessary for Licensee's use of the License Area.
Service connection fee (§ 13.2):	\$440 per Concrete Pole, to be delivered with Licensee's Acknowledgment Letter for each Pole License.
Emissions Report (§ 14.7):	As a condition to issuance of any Pole License, Licensee must provide to SFPUC a copy of the Emissions Report submitted for Licensee's related Public Works Wireless Permit.
Security Deposit (Art. 25):	\$75,000, to be delivered with Licensee's Acknowledgment Letter for the first Pole License issued under this Master License.
Notice address of SFPUC (§ 29.1):	San Francisco Public Utilities Commission 525 Golden Gate Ave, 10th Floor San Francisco, CA 94102 Attn: Real Estate Director Re: Master License - GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless Telephone No.: (415) 487-5210
With a copy to:	Office of the City Attorney City and County of San Francisco Room 234, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4682 Attn: Real Estate/Finance Team

	<p>Re: Master License - GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless</p> <p>Telephone No.: (415) 554-2700</p>
Key day-to-day contact for SFPUC:	<p>Mary Tienken, Project Manager</p> <p>Telephone No.: (415) 554-2482</p>
Real Estate contact for SFPUC:	<p>Real Estate Director</p> <p>Telephone No.: (415) 487-5210</p>
Project manager for SFPUC (§ 8.6):	<p>Mary Tienken, Project Manager</p> <p>Telephone No.: (415) 554-2482</p>
Emergency contact for SFPUC (§ 10.4):	<p>Rich Stephens</p> <p>Telephone No.: (415) 227-8501</p>
Instructions for payments due to SFPUC:	<p><u>Payment by check:</u></p> <p>Checks should be made payable to "City and County of San Francisco" and delivered to:</p> <p>San Francisco Public Utilities Commission Customer Service Bureau 525 Golden Gate Ave, 2nd Floor San Francisco, CA 94102 Attn: Real Estate Billing</p> <p>Re: Master License - GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless</p> <p><u>Payment by wire transfer:</u></p> <p>Wire transfers should be directed as follows:</p> <p>Banking Institution: Bank of America Branch Locator: #148 FedWire Bank ABA: 026-009-593 ACH Bank ABA: 121-000-358 SWIFT code: BOFAUS3N Bank Account No. 14997-21926 For the Credit of: PUC Water</p>
Notice address of Licensee (§ 29.1):	<p>GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 (Reference: SFPUC ODAS)</p> <p>Telephone No.:</p>
With a copy to:	<p>Property Manager for San Francisco 2785 Mitchell Drive, Building 9 Walnut Creek, California 94598</p> <p>Telephone No.:</p>

Key contact for Licensee:	Property Manager for San Francisco Telephone No.: 925-279-6747
Project manager for Licensee (§ 8.6):	Telephone No.: 925-279-6747
On-call and emergency contact for Licensee (§§ 10.3, 10.4):	Telephone No.: 1-800-264-6620

NOTICE TO LICENSE APPLICANTS

The SFPUC's acceptance of the application fee will not obligate the SFPUC to enter into any Master License if the SFPUC in its sole discretion determines that disapproval is warranted. If the SFPUC disapproves any Master License, it will notify the applicant by a letter specifying the reasons for disapproval. Disapproval will not disqualify the applicant from re-applying.

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MASTER LICENSE FOR CONCRETE POLES

(Distributed Antenna System - Fabrication, Installation, and Dedication)

This **MASTER LICENSE FOR CONCRETE POLES** ("Master License"), effective as of [Insert SFPUC execution date _____, 20__], is between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the "City"), by and through its **PUBLIC UTILITIES COMMISSION** (the "SFPUC" or "Commission"), and **GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP**, a California limited partnership, d/b/a **VERIZON WIRELESS** ("Licensee").

BACKGROUND

[Revise per actual approvals.]

A. The SFPUC owns approximately 16,800 street light poles (each, an "SFPUC Pole") in San Francisco, California, many of which are suitable sites for installing equipment to enhance wireless telecommunications services in San Francisco.

B. The SFPUC's Master License Distributed Antenna System Pole Installation Program (as amended, the "**Street Light License Program**") is a revenue-generating program to license existing SFPUC street light poles for outdoor distributed antenna systems to be installed and operated by wireless telecommunications carriers using licensed spectrum and third-party hosts certificated by the California Public Utilities Commission.

C. The Street Light License Program originally excluded SFPUC's existing concrete street light poles because they did not meet structural requirements for installation of outdoor distributed antenna systems. The Street Light License Program has been amended to allow Licensees to fabricate, install, and dedicate newly-fabricated concrete poles to replace existing Pole. The new poles must adhere to SFPUC specifications to accommodate wireless communications equipment in addition to street lights (each replacement pole, a "**Concrete Pole**"). The amendment was approved by the following actions.

1. The SFPUC's Bureau of Environmental Management concluded that Commission approval of the proposed amendment to the Street Light License Program and forms of Master License and Pole License would not commit the SFPUC to authorize use of specific Pole Locations. Therefore, the Commission actions described in Paragraph C.2 did not fall with the definition of a "project" under the California Environmental Quality Act (CEQA) Guidelines section 15378.

2. The Commission adopted Resolution No 16-_____: (a) approving an amendment to the Street Light License Program to allow Licensees to fabricate, install, and dedicate new Concrete Poles; and (b) authorizing its General Manager or his designee to enter into this Master License with and to issue Pole Licenses to wireless telecommunications carriers in a manner consistent with all required approvals.

3. The Board of Supervisors adopted Resolution No. _____ approving the amendment to the Street Light License Program and authorizing the SFPUC to enter into Master Licenses and Pole Licenses for Concrete Poles with [Revise if the Board authorizes SFPUC to act without additional Board approval: Licensee and other wireless telecommunications carriers] under the Street Light License Program through its General Manager in substantially the forms on file with the Clerk of the Board of Supervisors in File No. _____.

4. The Mayor approved Board Resolution No. _____ on [date].

D. Licensee has the authority under applicable Laws to install and maintain telephone lines in the public right-of-way to provide wireless telecommunications services. [Add CEQA determination]

AGREEMENT

1 PURPOSE, DEFINITIONS, AND BASIC LICENSE INFORMATION

1.1 Purpose.

1.1.1 Master License. This Master License: (i) establishes the legal relationship and framework under which Licensee may apply to the SFPUC for and obtain a revocable, nonpossessory privilege to use the License Area identified in Pole Licenses issued under this Master License for the Permitted Use; (ii) governs the fees, charges, procedures, requirements, terms, and conditions by which the SFPUC will issue Pole Licenses to Licensee; and (iii) authorizes Licensee to engage in the Permitted Use only after Pole Licenses are issued under this Master License.

1.1.2 Pole Licenses. Pole Licenses that the SFPUC issues under this Master License will: (i) authorize Licensee to engage in the Permitted Use; (ii) specify approved Pole Locations and any site constraints and installation, operation, and maintenance requirements specific to those Pole Locations; (iii) grant a license, but not a leasehold interest, to Licensee only as a part of and subject to the terms and conditions of this Master License; and (iv) not amend any term or condition of this Master License.

1.1.3 Non-SFPUC Poles. This Master License is not a needs agreement. The parties agree that Licensee may seek to install Equipment on Poles owned by any other public or private party.

1.2 Basic License Information.

The Basic License Information in the preceding pages is intended to provide a summary of certain provisions relating to the licenses that the SFPUC will grant to Licensee in accordance with this Master License and is for the parties' reference only. If any information in the Basic License Information conflicts with any more specific provision of this Master License or any Pole License issued under it, the more specific provision will control.

1.3 Definitions.

Capitalized and other defined terms used in this Master License and all exhibits have the meanings given to them in this Section or in the text where indicated below, subject to the rules of interpretation set forth in **Section 29.4** (Interpretation of Licenses).

"**Acknowledgment Letter**" is defined in **Subsection 4.1.2**.

"**Additional Fees**" is defined in **Subsection 4.9.1**.

"**Adjustment Date**" is defined in **Section 4.3**.

"**Administrative Fee**" is defined in **Section 4.7**.

"**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under the common control with Licensee and has a net worth of at least \$10 million.

"**Agents**" when used with respect to either party includes the agents, employees, officers, contractors, subcontractors, and representatives of that party in relation to this Master License and the License Area.

"**Approved Plans**" is defined in **Subsection 6.2.1**.

"**Assignee**" is defined in **Section 17.2**.

"**Assignment**" means any of the following: (a) a merger, acquisition, or other transfer of a controlling interest in Licensee, voluntarily or by operation of Law; (b) Licensee's sale, assignment, encumbrance, pledge, or other transfer of any part of its interest in or rights with respect to the License Area; and (c) any action by Licensee to permit any portion of the License Area to be occupied by anyone other than itself, including a sublicense.

"**Assignment Response Period**" is defined in **Subsection 17.3.1**.

"Basic License Information" means the summary attached in chart form immediately preceding the text of this Master License.

"Broker" is defined in Section 29.6.

"Business day" is defined in Subsection 29.4.4.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), also commonly known as the "Superfund" law.

"City" is defined in the preamble.

"Claim" is defined in Section 19.1.

"Commencement Date" is defined in Subsection 4.1.1.

"Commission" is defined in the preamble.

"Common Control" means two entities that are both Controlled by the same third entity.

"Compliance Fee" is defined in Section 4.8 (Compliance Fee).

"Concrete Pole" means an SFPUC Pole, including its foundation, made of concrete and specially designed and fabricated to bear wireless communications equipment in addition to street lights, in addition to electrical infrastructure servicing the Pole, such as pull boxes, underground conduits, and new electrical service connections.

"Control" means: (a) as to a corporation, the ownership of stock having the right to exercise more than 50% of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding; and (b) as to partnerships and other forms of business associations, ownership of more than 50% of the beneficial interest and voting control of such association.

"CPUC" is defined in Subsection 14.2.2.

"Default Fee" is defined in Subsection 18.2.4.

"Effective Date" means the effective date of this Master License as specified in the Basic License Information.

"EMFs" is defined in Section 14.7.

"Emissions Report" is defined in Section 14.7.

"Environmental Laws" means any Law relating to industrial hygiene, environmental conditions, or Hazardous Materials.

"Equipment" means antennas and any associated utility or equipment box, and battery backup, transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach Equipment to a Concrete Pole, peripherals, and ancillary equipment and installations, including wiring, cabling, power feeds, and any approved signage attached to Equipment.

"Expiration Date" means the last day of the Term of this Master License and any Pole Licenses issued under it as specified the Basic License Information.

"Fabricator" means a contractor experienced in fabricating Concrete Poles.

"FCC" is defined in Subsection 6.1.1.

"Hazardous Material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any Regulatory Agency to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" in CERCLA or section 25316 of the

California Health & Safety Code; and any "hazardous waste" listed in section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids.

"**Indemnified Party**" means the SFPUC, its Agents, its Invitees, and their respective heirs, legal representatives, successors, and assigns.

"**Indemnify**" means to indemnify, defend, and hold harmless.

"**Investigate and Remediate**" means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under, or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor, or otherwise control such Hazardous Material.

"**Invitees**" when used with respect to either party includes the clients, customers, invitees, guests, tenants, subtenants, licensees, assignees, and sublicensees of that party in relation to the License Area.

"**Laws**" means all present and future statutes, ordinances, codes, orders, regulations, and implementing requirements and restrictions of federal, state, county, and municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

"**License Area**" means the portion of each Concrete Pole approved for installation of Equipment, including conduits housing the circuits delivering power to the Poles, street light pull boxes, and other SFPUC Property necessary for access.

"**License Fee**" is defined in **Subsection 4.2.1**.

"**License Year**" is defined in **Subsection 4.1.1**.

"**Licensee**" is defined in the preamble.

"**Master License**" is defined in the preamble, and where appropriate in the context, includes all Pole Licenses issued under it.

"**NESC**" is defined in **Section 14.4**.

"**Notice of Proposed Assignment**" is defined in **Section 17.2**.

"**Permitted Assignment**" is defined in **Subsection 17.6.1**.

"**Permitted Use**" means Licensee's: (a) installation of a Concrete Pole at the Pole Location identified by the SFPUC Pole Number in each Pole License; and (b) installation, operation, and maintenance of Equipment on each Concrete Pole for the transmission and reception of wireless, cellular telephone, and data and related communications equipment.

"**Pole**" means a street light pole or other utility pole in San Francisco, whether owned and operated by a City department or private party.

"**Pole License**" means the document in the form of **Exhibit A** that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to engage in the Permitted Use at the Pole Location identified in the Pole License.

"**Pole Location**" means the geographic location of a Concrete Pole on which Licensee is authorized to install, operate, and maintain Equipment under a Pole License. Pole Locations will be identified by SFPUC Pole Number in each Pole License.

"**Property**" means any interest in real or personal property, including land, air, and water areas, leasehold interests, possessory interests, easements, franchises, and other appurtenances, public rights-of-way, physical works of improvements such as buildings, structures, infrastructure, utility, and other facilities, and alterations, installations, fixtures, furnishings, and additions to existing real property, personal property, and improvements. All

references to "City Property" in this Master License also mean SFPUC Property where applicable.

"Public Works" is defined in Section 7.2.

"Public Works Wireless Permit" is defined in Section 7.2.

"Regulatory Agency" means the local, regional, state, or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws.

"Regulatory Approvals" means licenses, permits, and other approvals necessary for Licensee to engage in the Permitted Use on a License Area.

"Release" when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing on, under, or about a License Area, other City Property, or the environment.

"RFs" is defined in Section 14.7.

"Security Deposit" is defined in Section 25.1.

"SFMTA" means the San Francisco Municipal Transportation Agency.

"SFPUC" is defined in the preamble.

"SFPUC Pole" is defined in Recital A.

"Street Light License Program" is defined in Recital B.

"Subsidiary" means an entity controlled by Licensee that has a net worth of at least \$5 million.

"Term" is defined in Subsection 3.1.1.

2 SCOPE OF LICENSE

2.1 License Areas.

2.1.1 Consideration. In consideration of the SFPUC's agreement to permit the installation of Equipment under Pole Licenses issued under this Master License, Licensee has agreed to replace the existing SFPUC Poles at Pole Locations with Concrete Poles, which Licensee will install and dedicate to the SFPUC as provided in this Master License. Licensee will retain ownership and responsibility for repair and maintenance of each newly-fabricated Concrete Pole until the conditions of **Section 8.6** (Acceptance of Concrete Poles) are satisfied.

2.1.2 Issuance of Pole Licenses. Subject to the terms, covenants, and conditions set forth in this Master License, the SFPUC will issue to Licensee one or more Pole Licenses, each of which will be effective as of the first day of the month after the date on which both parties have executed it. Each Pole License will grant Licensee a contractual privilege to use the License Area specified in the Pole License.

2.1.3 No Competing Licenses. The SFPUC will not license to any third party any Concrete Pole that is licensed to Licensee under a Pole License.

2.1.4 Limitation on Scope. This Master License applies only to Concrete Poles identified in final, fully executed Pole Licenses and applications for Pole Licenses. This Master License does not authorize the Permitted Use on any SFPUC Property or other City Property except the License Areas specified in the Pole Licenses.

2.1.5 Exclusions. Licensee acknowledges that the SFPUC will not license any of the following to Licensee for any purpose: (i) electrical wires servicing SFPUC Poles; (ii) any SFPUC Pole that the SFPUC has already licensed to third party; and (iii) any SFPUC Pole that is subject to San Francisco Public Works Code section 184.58.

2.2 Property Interests.

2.2.1 License Area. Licensee acknowledges and agrees that neither this Master License nor any Pole License issued under it creates a lease, possessory interest, easement, franchise, or any other real property interest in any part of the License Area. Licensee further acknowledges and agrees that in the absence of a fully executed Pole License, Licensee does not have the right to use any SFPUC Pole for any purpose.

2.2.2 Concrete Poles. Licensee acknowledges that it will own and bear all risks for the Concrete Poles, and the SFPUC has no obligation to accept them from Licensee, until the SFPUC has inspected and approved the Concrete Poles installed at each licensed Pole Location, and Licensee has satisfied all conditions to acceptance under **Section 8.6** (Acceptance of Concrete Poles).

2.2.3 Limited Rights. Pole Licenses that the SFPUC issues under this Master License grant to Licensee only a nonpossessory, revocable license to enter onto and use the License Area for the Permitted Use, which means that:

(a) after acceptance, the SFPUC will own and retain possession and control of all Concrete Poles for SFPUC operations, which will at all times be superior to Licensee's interest;

(b) the SFPUC may terminate a Pole License in whole or in part at any time, but only in accordance with this Master License;

(c) except as specifically provided otherwise in this Master License, this Master License does not limit, restrict, or prohibit the SFPUC from entering into agreements with third parties regarding the use of other SFPUC facilities, including SFPUC Poles in the vicinity of any License Area; and

(d) neither this Master License nor any Pole License creates a partnership or joint venture between the SFPUC and Licensee.

2.2.4 No Impediment to Municipal Use. Except as limited in this Master License, neither this Master License nor any Pole License limits, alters, or waives the SFPUC's right to use any part of the License Area as infrastructure established and maintained for the benefit of the City.

2.3 Signs and Advertising.

Licensee agrees that its rights under Pole Licenses do not authorize Licensee to erect or maintain, or permit to be erected or maintained by anyone under Licensee's control, any signs (except as provided in **Subsection 6.1.1** (Identification of Licensee's Equipment)), notices, graphics, or advertising of any kind on any part of the License Area.

2.4 Light and Air.

Licensee agrees that no diminution of light, air, or signal transmission by any structure (whether or not erected by the SFPUC) will entitle Licensee to any reduction of fees under this Master License or any Pole License, result in any liability of the SFPUC to Licensee, or in any other way affect this Master License, any Pole License, or Licensee's obligations, except as specifically provided in this Master License.

2.5 As-Is Condition of the License Area.

The SFPUC directs Licensee's attention to the following:

2.5.1 As-Is Condition. Licensee expressly acknowledges and agrees to enter onto and use each License Area in its "as-is, with all faults" condition.

2.5.2 Licensee Due Diligence. Licensee represents and warrants to the SFPUC that Licensee has conducted a reasonably diligent investigation, either

independently or through Agents of Licensee's choosing, of the condition of the License Area and of the suitability of the License Area for Licensee's intended use, and Licensee is relying solely on its independent investigation. Licensee further represents and warrants that its intended use of the License Area is the Permitted Use as defined in **Section 1.2** (Definitions) and as described in the Basic License Information.

2.5.3 No SFPUC Representations or Warranties. Licensee agrees that neither the SFPUC nor any of its Agents have made, and the SFPUC disclaims, any representations or warranties, express or implied, with respect to the physical, structural, or environmental condition of the License Area, the present or future suitability of the License Area for the Permitted Use, or any other matter relating to the License Area. Licensee expressly acknowledges that the SFPUC's inspection and acceptance of Concrete Poles is not and must not be interpreted to be a representation or warranty of condition or suitability for the Permitted Use.

2.5.4 Disclosure. Under California Civil Code section 1938, to the extent applicable to this Master License, Licensee is hereby advised that a Certified Access Specialist (as defined in that Law) has not inspected any License Area to determine whether it meets all applicable construction-related accessibility requirements.

3 TERM

3.1 Term of Master License and Pole Licenses.

3.1.1 Term. The term of this Master License (the "Term") begins on the Effective Date and ends on the Expiration Date, each as specified in the Basic License Information, unless earlier terminated. Each Pole License will be effective as of the date it is fully executed and terminate upon the Expiration Date or earlier termination of this Master License, which may result in a partial License Year at the end of the Pole License Term.

3.1.2 Minimum Term. The minimum Term for the purpose of establishing the License Fee for each Pole License will be one License Year immediately following the Commencement Date under **Section 4.1** (Commencement Date). This minimum Term provision will prevail over any rights of abatement or termination afforded to Licensee under this Master License except under **Section 28.1** (Early Termination by Either Party).

3.1.3 Deadline to Apply for Pole Licenses. Licensee may submit Pole License applications at any time during the first 10 years of the Term. All Pole Licenses will end on the Expiration Date, regardless of their specific effective dates.

4 FEES AND OTHER CHARGES

4.1 Commencement Date.

4.1.1 Definition. Licensee shall pay an annual License Fee under each Pole License beginning on its "Commencement Date," which will be the earlier of: (i) the first anniversary of the effective date of the Pole License; and (ii) the first day of the month after the date on which Licensee has obtained all Regulatory Approvals necessary for the Permitted Use on the License Area. Each 12-month period (or shorter, for the period immediately preceding the Expiration Date) beginning on the Commencement Date of each Pole License is a "License Year" for that Pole License.

4.1.2 Acknowledgment Letter. Within 10 business days after obtaining all Regulatory Approvals for the Permitted Use on any License Area, Licensee shall deliver to the SFPUC a letter in the form of **Exhibit A-1** to the Pole License (each, an "Acknowledgment Letter"). The purposes of the Acknowledgment Letter are to: (i) confirm the Commencement Date; (ii) tender or confirm payment by wire transfer of the License Fee for the first License Year, the Security Deposit, and the service connection fees, all in the amounts specified in the Basic License Information;

(iii) provide to the SFPUC copies of all Regulatory Approvals; and (iv) confirm that Licensee has submitted to the SFPUC, through Exigis, all information regarding requirements under **Article 20** (Insurance) and provide to the SFPUC copies of required insurance certificates and endorsements, if not submitted through Exigis.

4.1.3 SFPUC Demand for Acknowledgment Letter. If Licensee has not delivered to the SFPUC the complete Acknowledgment Letter by the first anniversary of the effective date of any Pole License, the SFPUC will have the right to: (i) demand that Licensee deliver the Acknowledgment Letter, together with copies of all Regulatory Approvals, within 10 business days after the date of the SFPUC's demand; and (ii) to determine the Commencement Date if Licensee does not deliver the complete Acknowledgment Letter within that 10-business day period.

4.1.4 Correct Commencement Date. In all cases, the SFPUC will have the right to correct the Commencement Date stated in Licensee's Acknowledgment Letter after examining Regulatory Approvals. The SFPUC will notify Licensee of any such correction by notice delivered in accordance with **Section 29.1** (Notices). The SFPUC's determination under this Subsection or under **Subsection 4.1.3** (SFPUC Demand for Acknowledgment Letter) will be final for all purposes under this Master License.

4.1.5 Countersigned Acknowledgment Letter. The SFPUC will use reasonable efforts to deliver to Licensee a countersigned copy of the Acknowledgment Letter or its determination of the Commencement Date under **Subsection 4.1.4** (Correct Commencement Date) within five business days of the SFPUC's receipt of the Acknowledgment Letter from the Licensee. The fully executed Acknowledgment Letter or the SFPUC's Commencement Date determination letter, as applicable, will be the SFPUC's notice to proceed under **Section 7.2** (Installation).

4.2 License Fee.

4.2.1 License Fee Schedule. Licensee shall pay to the City on behalf of the SFPUC the License Fee for each License Year at the rates specified in the License Fee Schedule (the "License Fee"). The License Fee must be delivered in cash or its equivalent in the manner specified in **Section 4.10** (Manner of Payment).

4.2.2 Amount of License Fee. The License Fee for the first License Year of each Pole License shall be equal to the License Fee rate specified in the License Fee schedule that corresponds to the calendar year in which the Commencement Date occurs. Each annual License Fee is payable in advance without prior demand or any deduction, setoff, or counterclaim, except to account for a partial year at the end of the Term or earlier termination of this Master License or a right of abatement or refund expressly granted under this Master License. Any amounts calculated for less than a full year or a full month will be calculated based on a 360-day year and 30-day months.

4.2.3 Due Dates.

(a) Licensee shall submit the first License Year's License Fee with the Acknowledgment Letter without deduction for any reason.

(b) The annual License Fee for each subsequent License Year of the Term of each Pole License will be due and payable to the SFPUC on each anniversary of the Commencement Date and will be late if the SFPUC has not received payment by the due date.

4.3 Adjustments in License Fee.

Beginning on the first anniversary of the Commencement Date of each Pole License, and on each subsequent anniversary during its Term (each, an "Adjustment Date"), the License Fee will be increased by 4%.

4.4 Late Charge.

If Licensee fails to pay any License Fee, Additional Fee, or other amount payable to the SFPUC under this Master License within 10 days after the SFPUC's delivery of notice that the same is due and unpaid, such unpaid amounts will be subject to a late charge equal to 6% of the unpaid amounts. For example, if a License Fee in the amount of \$40,000 is not paid on its due date and remains unpaid after the 10-day cure period has expired, the late charge would be \$2,400.

4.5 Default Interest.

Any License Fee, Additional Fee, and other amount payable to SFPUC (except late charges), if not paid within 10 days after the due date, will bear interest from the due date until paid at the default rate of 10% per year. Payment of default interest and the applicable late charge alone will not excuse or cure any default by Licensee.

4.6 Master License Application Fee.

Licensee shall pay to the SFPUC a nonrefundable application fee in the amount of \$7,500 to cover the SFPUC's ordinary processing and other administrative costs upon delivery of a partially executed counterpart of this Master License to the SFPUC. The SFPUC will not be obligated to execute any Master License until the application fee is submitted.

4.7 Pole License Administrative Fee.

Licensee shall pay to the SFPUC a nonrefundable Administrative Fee, in the amount specified in the Basic License Information, to cover the SFPUC's costs to review and administer the application process upon delivery of each Pole License application (the "**Administrative Fee**"). The SFPUC will not be obligated to begin its review of any Pole License application until the Administrative Fee is paid.

4.8 Compliance Fee.

When providing notice to the SFPUC under **Subsection 6.4.2** (Delivery of Compliance Fees), Licensee shall pay to the SFPUC a nonrefundable Compliance Fee for each Pole License in the amount specified in the Basic License Information (the "**Compliance Fee**"). The fees are for the SFPUC's costs to: (a) inspect Concrete Poles for compliance with the Approved Pole Detail after fabrication; and (b) provide technical support and inspect the electrical infrastructure for compliance with electrical codes and approved Street Improvement Plans during and after installation. The SFPUC will not be obligated to inspect or accept Concrete Poles unless the Compliance Fees are paid.

4.9 Additional Fees.

4.9.1 Defined. Sums payable to the SFPUC by Licensee, including any late charges, default interest, costs related to a request for the SFPUC's consent to an Assignment under **Section 17.2** (Notice of Proposed Assignment), and Default Fees under **Subsection 18.2.4** (Default Fees), are referred to collectively as "**Additional Fees.**" Additional Fees are not regulatory fees.

4.9.2 Exclusions. None of the following are Additional Fees under this Master License:

- (a) License Fees (§ **4.2.1**)
- (b) application fee (§ **4.6**);
- (c) Administrative Fee (§ **4.7**);
- (d) Compliance Fees (§ **4.8**);
- (e) service connection fees (§ **13.2**);

(f) any other amount paid to the SFPUC in compensation for reviewing Licensee's applications and coordinating and inspecting its installation of Concrete Poles and Equipment on the License Area under Pole Licenses; and

(g) payments to any other City department.

4.10 Manner of Payment.

Licensee shall pay License Fees, Administrative Fees, Additional Fees, and all other amounts payable to the SFPUC under this Master License in cash or other immediately available funds by: (i) check payable to the "City and County of San Francisco" and delivered to the SFPUC in care of the Real Estate Director of the San Francisco Public Utilities Commission at the address for payment specified in the Basic License Information; or (ii) wire transfer in accordance with the instructions in the Basic License Information, unless the SFPUC directs otherwise by notice given in accordance with Section 29.1 (Notices). A check that is dishonored will be deemed unpaid.

4.11 Reasonableness of Liquidated Charges and Fees.

The parties agree that the Additional Fees payable under this Master License represent a fair and reasonable estimate of the administrative costs that the SFPUC will incur in connection with the matters for which they are imposed and that the SFPUC's right to impose the Additional Fees is in addition to and not in lieu of its other rights under this Master License. More specifically:

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SFPUC'S ACTUAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT ARISING FROM LICENSEE DEFAULTS AND OTHER ADMINISTRATIVE MATTERS UNDER THIS MASTER LICENSE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY PLACING HIS OR HER INITIALS BELOW, AN AUTHORIZED REPRESENTATIVE OF EACH PARTY ACKNOWLEDGES THAT THE PARTIES HAVE AGREED, AFTER NEGOTIATION, ON THE AMOUNT OF THE ADDITIONAL FEES AS REASONABLE ESTIMATES OF THE SFPUC'S ADDITIONAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT.

Initials: Licensee JTH SFPUC _____

5 USE RESTRICTIONS

5.1 Permitted Use.

Licensee shall use the License Area solely for the Permitted Use and for no other use, subject to all applicable Laws and conditions of Regulatory Approvals. Licensee must not interfere with the SFPUC's use and operation of any portion of the License Area or any other SFPUC Property for any purpose. Each Pole License will be subject to and conditioned upon Licensee obtaining and maintaining throughout the Term all Regulatory Approvals to use the License Area for the Permitted Use. Licensee acknowledges that City Laws and Regulatory Approvals include design review, engineering, radio interference, and zoning ordinances.

5.2 No Illegal Uses or Nuisances.

Licensee must not use or occupy any of the License Area in any unlawful manner or for any illegal purpose or in any manner that constitutes a nuisance as determined by the SFPUC

in its reasonable judgment. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its use of the License Area.

6 REVIEW, INSPECTION, AND APPROVAL PROCESSES

6.1 Submittal of Plans and Specifications.

6.1.1 Concrete Poles. The SFPUC specifies only pre-stressed spun cast concrete poles that meet SFPUC operational and maintenance requirements. For reference, the SFPUC has advertised and posted on its website the manufacturer and catalog number of Concrete Poles currently in use by the SFPUC. Licensee must submit its Fabricator's proposed plans to modify the SFPUC's specifications to accommodate the electric wiring required for the Permitted Use on Concrete Poles to the SFPUC. The SFPUC will review the pole detail for compliance with the SFPUC's specifications. The SFPUC must approve Licensee's proposed pole detail (the "**Approved Pole Detail**") before Licensee authorizes the Fabricator to proceed.

6.1.2 Equipment. Licensee must submit site-specific plans and specifications for Equipment, including required signage, to the SFPUC for its review. The SFPUC must approve the plans and specifications before Licensee submits its applications for the related Pole Licenses.

6.1.3 Required Signage. Licensee shall place one identification plate in size, material, form, and substance strictly complying with the Approved Plans on its Equipment at each Pole Location. The plate shall include Licensee's corporate name and the telephone number at which Licensee's on-call representative listed in the Basic License Information can be reached. If Licensee's on-call representative changes, Licensee must provide notice to the SFPUC of the new contact information and replace the identification plates. Licensee may also place signage on Licensee's Equipment that contains information and disclosures required by the Federal Communications Commission (the "**FCC**"). Replacement of Licensee's signage will be considered maintenance subject to **Section 11.5** (Licensee's Equipment).

6.2 Approved Plans.

6.2.1 Time for Review. In each case, the SFPUC will notify Licensee of the SFPUC's decisions within 10 business days after Licensee submits its proposed pole detail for Concrete Poles or plans and specifications for installation of Equipment. If the SFPUC disapproves any of Licensee's submittals, the SFPUC must specify in writing the reasons for the disapproval, and Licensee may resubmit revised plans to the SFPUC for review under this Section. The term "**Approved Plans**" in this Master License means all plans and specifications approved by the SFPUC under this Master License and in connection with each permit issued by Public Works for Concrete Poles.

6.2.2 Required Changes. Licensee may amend previously Approved Plans if required to obtain or comply with other Regulatory Approvals necessary for installation of Concrete Poles and Equipment, including construction or installation-related temporary street occupancy and improvement permits, traffic control permits, and building permits, as may be required by City codes. Amendment of Approved Plans will require the SFPUC's approval (and Public Works' if applicable). Licensee acknowledges that as of the Effective Date of this Master License, the SFPUC has not approved or promised to approve any pole details, plans, specifications, or permits necessary for Licensee to fabricate Concrete Poles or install Equipment on Concrete Poles.

6.2.3 Corrections. The SFPUC's approval of plans, specifications, and amendments to Approved Plans, and the issuance of related Regulatory Approvals will not release Licensee from the responsibility for and obligation to correct any errors or omissions that may be contained in the Approved Plans and related Regulatory Approvals. Licensee must notify the SFPUC and Public Works immediately upon

discovery of any omissions or errors, and obtain required approvals of any amendments to previously Approved Plans.

6.3 Pole Fabrication.

6.3.1 SFPUC Specifications. Each Licensee must select a Fabricator that is reasonably acceptable to the SFPUC. The Fabricator must agree to meet SFPUC specifications and work with Licensee to prepare a proposed pole detail for the SFPUC's review and approval. Fabricators must comply strictly with the Approved Pole Detail when fabricating Concrete Poles.

6.3.2 Overstock. Licensee must order enough Concrete Poles from its Fabricator to provide for one spare Concrete Pole for each 10 that will be installed under a Pole License. If the number of Pole Locations is not divisible by 10, Licensee must provide one additional spare Pole for any remainder of five or more. The SFPUC will store spare Poles for maintenance purposes. Spare Poles should be delivered to the SFPUC's street light yard at 651 Bryant Street, San Francisco, CA before Licensee installs any Concrete Poles at each Pole Location at a time and date acceptable to Licensee, its Fabricator, and the SFPUC's Street Light Materials Coordinator, who may be reached at (415) 227-8512.

6.4 Pole Storage and Inspection.

6.4.1 Storage. Licensee will be solely responsible for storage of Concrete Poles until they are installed at the License Areas. Licensee's storage facility must be located within 150 miles of the geographic limits of the City and County of San Francisco.

6.4.2 Delivery of Compliance Fees. Licensee must deliver the Compliance Fees to the SFPUC with the Acknowledgment Letter and notify the SFPUC at least 10 business days before the Fabricator is scheduled to deliver the Concrete Poles to Licensee's storage facility.

6.4.3 Inspection. Licensee must confirm the delivery schedule with the Fabricator and the SFPUC no more than 15 business days before the previously-scheduled delivery date. If necessary, the date and time of delivery will be changed to ensure that the SFPUC inspector is available to inspect the Concrete Poles at delivery for compliance with Approved Pole Detail. The SFPUC will reject any Poles that do not comply with Approved Pole Detail.

7 POLE LICENSE APPROVALS

7.1 SFPUC Approval Required.

7.1.1 SFPUC Rights Superior. Licensee's use of any part of the License Area for the Permitted Use is subject to the SFPUC's prior approval in connection with a Pole License application. Subject to any limitations expressly provided in this Master License, the SFPUC is not obligated to subordinate its municipal functions or proprietary interests in any way to Licensee's interest under any Pole License. In determining whether to approve Licensee's application for any Concrete Pole, the SFPUC may consider any matter affecting its municipal obligations and proprietary interests. Examples of municipal and proprietary concerns include:

- (a) whether the installation complies with electrical codes;
- (b) whether the Equipment would create a hazardous or unsafe condition;
- (c) any impacts the Equipment would have in the vicinity of the Concrete Pole, including size, materials, and visual clutter;
- (d) aesthetic concerns;

- (e) municipal plans for the Pole Location; and
- (f) the cumulative level of RF and EMF emissions in the vicinity of the License Area if the Pole License is issued.

7.1.2 Changes in Application. If the SFPUC determines for any reason that the Permitted Use at any particular Pole Location would impede its municipal functions or otherwise affect its proprietary interests negatively, it will provide notice to Licensee of the SFPUC's concerns as soon as reasonably practicable in the application review process. Licensee will have the opportunity to change the Pole License application to address the SFPUC's concerns for a period ending 14 days after delivery of the SFPUC's notice without affecting the priority of Licensee's application in relation to other potential licensees. Any other changes that Licensee makes in the Pole License application will cause the date that the application is deemed submitted to be changed to the date that Licensee delivers the proposed changes to the SFPUC.

7.1.3 Consultation with Planning. In reviewing a Pole License application, the SFPUC may consult with the San Francisco Planning Department to assess whether Licensee's proposed Equipment is appropriate for a given location. Licensee acknowledges and agrees that any consultation between the SFPUC and the Planning Department in accordance with the preceding sentence and any resulting actions by the SFPUC would be in its proprietary capacity as the owner of the Concrete Poles and would not be an exercise of regulatory authority.

7.2 Other City Required City Approvals.

7.2.1 Encroachment Permit. Licensee must obtain an encroachment permit to make improvements in the public right-of-way at each Pole Location from the San Francisco Public Works Department ("**Public Works**").

7.2.2 Public Works Wireless Permit. Licensee's installation of Equipment is subject to the prior approval of Public Works and Licensee's compliance with all conditions to a Wireless Telecommunications Service Facility Site Permit under Article 25 of the San Francisco Public Works Code (a "**Public Works Wireless Permit**"), other applicable City requirements, and Public Works implementing regulations and orders. A Public Works determination on a Public Works Wireless Permit application may be appealed to the San Francisco Board of Permit Appeals.

7.3 Pole License Application.

Licensee shall submit Pole License applications to the SFPUC, which will review, approve, or deny each application in its reasonable discretion. Each application will consist of: (a) partially executed duplicate counterparts of a Pole License application in the form attached as **Exhibit A**; (b) **Exhibit A-1** filled in with the Pole Location; (c) the Administrative Fee as specified in **Section 4.7** (Pole License Administrative Fee); and (d) if not previously provided, a copy of the Emissions Report submitted for the Public Works Wireless Permit.

7.4 Pole License Application Review Process.

The SFPUC will review and process Pole License applications in a reasonably prompt manner in the chronological order (date and time) in which complete applications are submitted or deemed submitted. Except as stated in the preceding sentence or as otherwise specified in this Master License, the SFPUC will not give priority to any application or licensee over another application or licensee. Licensee acknowledges that staff and budget considerations will limit the SFPUC's ability to review and process Pole License applications. During its review process, the SFPUC will provide to Licensee the current SFPUC License Fee and Default Fee Schedule (**Exhibit A-2**) and SFPUC Installation Standards (**Exhibit A-3**).

7.5 Suspension for Nonpayment.

The SFPUC is not obligated to begin its review of any Pole License application if Licensee has failed to pay the applicable Administrative Fee under **Section 4.7** (Pole License Administrative Fee) when due. If Licensee does not timely deliver the required Administrative Fee, the SFPUC may suspend its review of any of Licensee's Pole License applications then under review by the SFPUC. The date and time of submission of any suspended Pole License application will be deemed to be the date and time that Licensee submits the required payment.

7.6 Pole License Approval.

The SFPUC will notify Licensee that the SFPUC has approved each Pole License by returning one fully executed counterpart of each Pole License to Licensee. The SFPUC will attach one set of exhibits to Pole Licenses that are issued concurrently, and each exhibit will be deemed attached to each Pole License. The SFPUC requires as a condition to approval of any Pole License that Licensee provide proof that contractors installing Concrete Poles and Equipment have bonds and insurance coverage as required by **Section 20.5** (Contractors' Bonds and Insurance). An SFPUC decision to grant or deny a Pole License application is not a regulatory determination subject to appeal, but is an exercise of the SFPUC's proprietary authority over its facilities as provided in section 8A.102(b) of the City Charter.

7.7 Right to Disapprove.

Licensee acknowledges that the SFPUC has the absolute right to disapprove any Pole License to the extent that Licensee requests a Pole Location where the placement of Licensee's Equipment would interfere with the SFPUC's use of any SFPUC Pole to provide street lighting or create a hazardous or unsafe condition.

8 CONSTRUCTION

8.1 Concrete Pole Installation.

8.1.1 Standards. The SFPUC's standard plans and specifications for installation of Concrete Poles, which include the SFPUC's instructions for site preparation and installation of street light infrastructure and Public Works' construction details and specifications, are attached as **Schedule 1**. Licensee must submit detailed installation plans for each Pole Location, including site preparation, as installation may vary from location to location. Licensee's submittals must include copies of any required permits from Public Works or SFMTA. The SFPUC will notify Licensee of the SFPUC's approval or disapproval of the submittals within ten business days after the submittals are delivered.

8.1.2 Pole System Approval. The SFPUC must inspect and approve the construction of each Pole system for compliance with the SFPUC's and Public Works' standards before Licensee begins site preparation or installs a Concrete Pole at any Pole Location. If the SFPUC disapproves Licensee's submittals, the SFPUC must specify in writing the reasons for the disapproval, and Licensee may resubmit revised plans to the SFPUC for review under **Section 6.2** (Approved Plans). Promptly after the SFPUC has approved Pole systems for all Pole Locations in the Pole License, Licensee and the SFPUC will agree on a mutually acceptable date and time for the SFPUC's inspection.

8.1.3 Schedule. Licensee must provide the SFPUC with an installation schedule, together with its completed application for a Pole License, at least two weeks before Licensee's proposed construction start date. Licensee may begin installation after the SFPUC has delivered the fully executed Pole License under **Article 6** (Review, Inspection, and Approval Processes).

8.2 Equipment Installation.

Licensee must not commence installation of Equipment on the License Area until the SFPUC has given Licensee notice to proceed by delivery of the countersigned copy of the Acknowledgment Letter or letter confirming the Commencement Date under Subsection 4.1.2 (Commencement Date). Licensee's Equipment as installed must be high quality, safe, fire-resistant, modern in design, and attractive in appearance, all as approved by the SFPUC. Licensee shall paint and properly maintain any cabling, support brackets, external conduit, and other supporting elements to match adjacent surfaces. If necessary, Licensee must use custom matching paint to ensure a high quality of consistency in paint texture and appearance.

8.3 Cost of Labor and Materials.

Licensee is responsible for all direct and indirect costs (labor, materials, and overhead) for designing, purchasing, and installing Concrete Poles and Equipment in accordance with the Approved Plans and all applicable Laws. Licensee also shall bear all costs of obtaining all Regulatory Approvals required in connection with the installation, and Licensee shall satisfy any conditions or mitigation measures arising from Licensee's proposed installation. Licensee shall timely pay for all labor, materials, Concrete Poles, and Equipment and all professional services related to the Permitted Use.

8.4 No Alteration of SFPUC's Existing Equipment or Infrastructure.

Licensee must not remove, damage, or alter in any way any City Property other than the SFPUC Pole being replaced and supporting infrastructure, pull boxes, electrical equipment, wiring, and electrical vaults, without the express prior permission of the SFPUC and other City agencies that have jurisdiction over the City Property. Prior permission for the purpose of this Section means Approved Plans.

8.5 Standard of Work.

Licensee must install and perform all work on Concrete Poles and Equipment in strict compliance with Approved Plans diligently and in a skillful and workmanlike manner. Licensee must use qualified and properly trained persons and appropriately licensed contractors in conformance with Section 14.2 (Personnel Safety Training) for all work on the License Area. No later than 10 business days before commencing installation or any other work on any License Area, Licensee shall provide the SFPUC with a list of the names, places of business, and license numbers of all contractors who will perform the work. After performing any work on the License Area, Licensee shall leave it and other SFPUC Property in a condition as good as it was before the work.

8.6 Dedication.

The SFPUC will accept all Concrete Poles, including any pull boxes and underground conduits that Licensee installs and new SFPUC service connections established to service the Concrete Poles, when all of the following conditions are satisfied: (a) Licensee has met all conditions to all other permits; (b) Licensee has met all requirements of the SFPUC's Acceptance Checklist attached as Schedule 3; (c) the SFPUC has confirmed that the street lights are operating according to specifications; (d) Licensee has delivered its fully executed Assignment of Warranties and Guaranties, offer of dedication, and any related documents to the SFPUC; and (e) any Board of Supervisors action required to accept the Concrete Poles is final.

8.7 Project Manager.

The SFPUC and Licensee each has designated the person listed in the Basic License Information as its project manager to coordinate the design and installation of Concrete Poles and Licensee's Equipment and serve as the respective primary point of contact between the SFPUC and Licensee for all engineering, construction, and installation issues. Licensee acknowledges that the SFPUC project manager is not exclusively assigned to this Master License, and the authority delegated to the project manager is limited to the administration of this Master License, Pole License applications, and approved Pole Licenses. Licensee shall be

fully responsible for obtaining and satisfying the requirements of all required Regulatory Approvals necessary for installation of Concrete Poles and Equipment on the License Area, and Licensee must not rely upon the SFPUC or the SFPUC's project manager to do so.

8.8 Coordination of Work.

8.8.1 No Interference with Municipal Services. Licensee shall be responsible for coordination of its installation work to avoid any interference with existing utilities, substructures, facilities, and SFPUC street light operations.

8.8.2 Direct Contact. Licensee shall be the SFPUC's point of contact for all Concrete Pole and Equipment installation and except in case of emergency, all communications concerning all engineering, construction, and installation issues relating to Concrete Poles and the Equipment.

8.9 Parking Regulations.

During installation, alteration, repair, and maintenance of Concrete Poles and Equipment, Licensee must abide by all City construction regulations, including construction hours, waste management, noise abatement, and traffic management ordinances and regulations. Licensee must pay all parking meter fees and citation fines incurred by Licensee and its contractors for vehicle parking. The SFPUC will not pay or void any citations or reimburse Licensee for traffic citations or fines.

8.10 Fiber-Optic Cables.

The SFPUC understands that Licensee's Equipment on the License Area will include fiber-optic cables. By entering into this Master License, Licensee grants to the City a license to use four strands of any fiber-optic cable that Licensee owns at each licensed Concrete Pole. Licensee will designate and mark four strands of fiber in any conduit feeding the License Area for municipal use, effective upon installation of fiber-optic cable on each License Area. Licensee agrees that upon the expiration or termination of this Master License, Licensee will grant to the City by quitclaim or bill of sale title to any fiber strands owned by Licensee that the City uses or desires to use at no expense to Licensee..

9 ALTERATIONS

9.1 Licensee's Alterations.

Other than installation of Concrete Poles and Equipment in accordance with Approved Plans, Licensee must not make or permit any alterations to the License Area or anything that is part of, installed on, or appurtenant to the License Area, except with the SFPUC's prior consent in each instance, which the SFPUC may grant or withhold in its sole discretion. The SFPUC may condition its consent reasonably in each instance based on the scope and nature of the alterations to be made. All alterations must be at Licensee's sole expense in accordance with plans and specifications approved by the SFPUC and be performed only by duly licensed and bonded contractors or mechanics.

9.2 Title to Improvements and Removal of Licensee's Equipment.

Except as otherwise provided in this Master License, the SFPUC has no claim of ownership of Licensee's Equipment installed on the License Area, but fiber-optic cable that Licensee installs under Approved Plans will become SFPUC Property should Licensee vacate or abandon use of the Concrete Pole. Licensee may remove all of its Equipment from the License Area after 30 days' prior notice to the SFPUC, subject to **Section 8.10** (Fiber-Optic Cables), **Article 26** (Surrender of License Area), and **Article 28** (Special Provisions).

10 SFPUC WORK ON POLES

10.1 Repairs, Maintenance, and Alterations.

SFPUC will: (a) maintain and repair Concrete Poles as needed, in its sole judgment, for its street light operations; and (b) correct any immediately life-threatening or hazardous

condition. Except as specified in **Article 28** (Special Provisions), neither SFPUC work on Concrete Poles nor the condition of Concrete Poles will entitle Licensee to any damages, relieve Licensee of the obligation to pay the License Fees and Additional Fees or perform each of its other covenants under this Master License, or constitute or be construed as a constructive termination of this Master License.

10.2 Notice to Licensee.

The SFPUC reserves the right at any time to make alterations, additions, repairs, removals, and improvements to all or any part of the License Area for any operational purpose, including maintenance and improvement of street lighting services, SFPUC compliance with mandatory regulations or voluntary controls or guidelines, subject to: (i) making good faith efforts to give Licensee prior notice of any SFPUC work in accordance with **Section 10.3** (Licensee's On-Call Representative); (ii) allowing a representative of Licensee to observe the SFPUC's work; and (iii) taking reasonable steps not to disrupt Licensee's normal use of Equipment on the License Area. But Licensee's use of the License Area service may not impede or delay in any way the SFPUC's authority and ability to make changes to any License Area necessary to maintain street lighting.

10.3 Licensee's On-Call Representative.

Licensee shall at all times have a representative assigned to be on call and available to the SFPUC regarding the operation of Licensee's Equipment. Licensee's representative shall be qualified and experienced in the operation of Equipment, and shall be authorized to act on behalf of Licensee in any emergency and in day-to-day operations of the Equipment. The contact information for Licensee's on-call representative is listed in the Basic License Information and will be listed on identification plates as required by **Subsection 6.1.1** (Identification and Other Signage). Before the SFPUC performs non-emergency maintenance, repair, or other activities on the License Area in the regular course of its business that may impair the operation of Licensee's Equipment on the License Area, the SFPUC will attempt to provide at least 48 hours' telephonic notice to Licensee's on-call representative. The SFPUC will not be required to delay non-emergency repair or maintenance activities more than 48 hours after attempting to contact Licensee's on-call representative.

10.4 Emergencies.

The parties agree to notify each other of any emergency situation related to any Concrete Pole at the emergency phone numbers listed in the Basic License Information at the earliest opportunity. In an emergency, however, the SFPUC's work and needs will take precedence over the operations of any of Licensee's Equipment on the License Area, and the SFPUC may access any portion of the License Area that it determines is necessary in its sole discretion in accordance with **Section 22.2** (Emergency Access), whether or not the SFPUC has notified Licensee of the emergency. Licensee acknowledges that SFPUC personnel will be entitled to exercise their judgment in an emergency caused by any person, and in the exercise of judgment may determine that the operation of Licensee's Equipment must be interrupted, or that the circumstances require the removal of any part of Licensee's Equipment. Licensee agrees that the SFPUC will bear no liability to Licensee for the SFPUC's interruption of Licensee's Equipment operations, removal of Equipment, or other actions with respect to Licensee's Equipment in an emergency except to the extent caused by the gross negligence or willful misconduct of the SFPUC, and that Licensee shall be solely responsible for the costs required to resume operations or repair or replace Equipment following the emergency.

11 LICENSEE'S MAINTENANCE AND REPAIR OBLIGATIONS

11.1 Damage to Concrete Poles.

If the acts, omissions, or negligence of Licensee or its Agents or Invitees when installing or removing Equipment damages any Concrete Pole, the SFPUC will provide notice describing the damage and 30 days' opportunity to cure. If Licensee fails to repair or replace the damaged Concrete Pole in accordance with the requirements of **Section 9.1** (Licensee's Alterations)

within the 30-day cure period, or any longer period to which the SFPUC agrees in its reasonable discretion, the SFPUC may do so at Licensee's expense. Licensee shall reimburse the SFPUC for its costs of repair or replacement within 10 days after receipt of the SFPUC's demand for payment, together with copies of invoices or other evidence of its costs.

11.2 Alterations

If Licensee or any of its Agents or Invitees alters or removes any SFPUC Property without the SFPUC's express prior approval, Licensee shall restore the SFPUC Property to the condition existing before the damage or alteration, unless the SFPUC directs otherwise. The SFPUC may condition its approval of any alteration to SFPUC Property on restoration in accordance with this Section.

11.3 No Right to Repair Concrete Poles.

Absent notice from the SFPUC providing an opportunity to repair damage to a Concrete Pole, and except as provided in **Section 11.1** (Damage to Poles), Licensee is not authorized to make any repairs to Concrete Poles. In all cases, Licensee waives any right it may have to make repairs at the SFPUC's expense under any applicable Law.

11.4 Notice of Damage to Poles.

Licensee agrees to give the SFPUC notice of the need for any repair to a Concrete Pole promptly after Licensee's discovery of damage from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the acts, omissions, or negligence of Licensee or its Agents or Invitees.

11.5 Licensee's Equipment.

11.5.1 Maintenance and Repair. Licensee shall at its sole expense install, maintain, and promptly repair any damage to Equipment installed on the License Area whenever repair or maintenance is required, subject to the SFPUC's prior approval if required under **Article 9** (Alterations).

11.5.2 SFPUC Approval. Licensee is not required to seek the SFPUC's approval for any repair, maintenance, replacement, or other installation of Equipment on a Concrete Pole if: (i) the Equipment in question was in the Approved Plans; or (ii) the SFPUC in its reasonable judgment concurs with Licensee that the repair, maintenance, replacement, or other installation of Equipment is reasonably consistent with the Approved Plans, taking into consideration availability of the specific Equipment and advancements in technology. In no event, however, will Licensee be authorized to install larger, different, or additional Equipment on a Concrete Pole without the SFPUC's express prior consent. In this regard, Licensee acknowledges that section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (codified at 47 U.S.C. § 1455) does not apply to this Master License or any Pole License because the SFPUC is granting them in its proprietary capacity as the owner of the Concrete Poles. Any work on Licensee's Equipment installed on Concrete Poles that is authorized or permitted under this Subsection is subject to Licensee obtaining any required Regulatory Approvals.

11.5.3 Graffiti. Licensee's repair and maintenance obligation includes the removal of any graffiti from the License Area.

11.6 Standard of Work.

All work by or on behalf of Licensee under this Article must be at Licensee's sole expense: (a) be performed by duly licensed and bonded contractors or mechanics; (b) in a manner and using equipment and materials that will not interfere with or impair the SFPUC's operations; and (c) comply with all applicable Laws relating to the License Area or Licensee's activities.

12 LIENS

Licensee shall keep the License Area free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Licensee. Licensee shall inform each and every contractor and material supplier that provides any work, service, equipment, or material to Licensee in any way connected with Licensee's use of the License Area that the License Area is public property and is not subject to mechanics' liens or stop notices for Equipment, other materials, or services provided for Licensee's Equipment. If Licensee does not cause the release of lien of a mechanic's lien or stop notice by any contractor, service provider, or equipment or material supplier purporting to attach to the License Area or other SFPUC Property within 30 days after notice or discovery of the lien, the SFPUC will have the right, but not the obligation, to cause the same to be released by any means it deems proper, including payment of the Claim giving rise to such lien. Licensee must reimburse the SFPUC for all expenses it incurs in connection with any such lien (including reasonable attorneys' fees) within 10 days following receipt of the SFPUC's demand, together with evidence of the SFPUC's expenses. Licensee shall give the SFPUC at least 15 days' prior notice of commencement of any construction or installation on any part of the License Area except for minor and routine repair and maintenance of Licensee's Equipment. Licensee must not create, permit, or suffer any other encumbrances affecting any portion of the License Area.

13 UTILITIES; TAXES AND ASSESSMENTS

13.1 Utilities.

Licensee shall procure from the SFPUC at Licensee's expense the electrical power necessary or appropriate for Licensee's use of the License Area. When reviewing each Pole License application, the SFPUC will provide current standards for electrical service connections, which will be deemed attached to each applicable Pole License as Exhibit A-6 when approved.

13.2 Utility Charges.

13.2.1 Usage and Connection Fees. Licensee agrees that electrical usage procured from the SFPUC will be estimated unless the SFPUC requires Licensee to install a meter, which will be at Licensee's sole cost. The SFPUC will bill Licensee for such electrical service usage at the standard enterprise rates adopted by the Commission from time to time. Licensee shall pay to the SFPUC the service connection fee specified in the Basic License Information when submitting each Acknowledgment Letter in accordance with Subsection 4.1.2 (Acknowledgment Letter).

13.2.2 New Service Connections. If an SFPUC service connection is not available within 300 linear feet of the Concrete Pole, the SFPUC may require Licensee to establish a new service connection at Licensee's sole cost. Licensee acknowledges that the service connection will become the property of the SFPUC, and the SFPUC may connect street light circuits or other municipal assets requiring power to any new service connection established under this Subsection.

13.3 Taxes and Assessments.

13.3.1 Possessory Interest Taxes. Licensee recognizes and understands that this Master License may create a possessory interest subject to property taxation and that Licensee may be required to pay possessory interest taxes. Licensee further recognizes and understands that any sublicense or assignment permitted under this Master License and any exercise of any option to renew or extend this Master License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created under this Master License.

13.3.2 Licensee's Obligation if Assessed. Licensee agrees to pay taxes of any kind, including possessory interest taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by Law, when the same become due and payable and before delinquency.

Licensee agrees not to allow or suffer a lien for any taxes to be imposed upon the License Area without promptly discharging the same, provided that Licensee, if so desiring, will have a reasonable opportunity to contest the validity of the same. The SFPUC will provide Licensee with copies of all tax and assessment notices on or including the License Area promptly, along with sufficient written documentation detailing any assessment increases attributable to Licensee's Equipment, but in no event later than 30 days after receipt by the SFPUC.

13.3.3 Taxes on Equipment. Licensee shall be responsible for all taxes and assessments levied upon Licensee's Equipment. Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Equipment without promptly discharging the same, provided that Licensee, if so desiring, will have a reasonable opportunity to contest the validity of the same.

14 COMPLIANCE WITH LAWS

14.1 Requirement.

14.1.1 Current Laws. Licensee shall install, use, and maintain the Equipment in strict compliance with Laws and conditions to Regulatory Approvals relating to the use or occupancy of the License Area, including all Laws relating to health and safety and radio signal transmission. Any work or installations made or performed by or on behalf of Licensee or any person or entity claiming through or under Licensee is subject to applicable Laws.

14.1.2 Future Laws. The parties agree that Licensee's obligation to comply with all Laws is a material part of the bargained-for consideration under this Master License, irrespective of the degree to which such compliance may interfere with Licensee's use or enjoyment of the License Area, the likelihood that the parties contemplated the particular Law involved, and whether the Law involved is related to Licensee's particular use of the License Area. No occurrence or situation arising during the Term arising under any current or future Law, whether foreseen or unforeseen and however extraordinary, will relieve Licensee from its obligations under this Master License or give Licensee any right to terminate this Master License or any Pole License in whole or in part or to otherwise seek redress against the SFPUC. Licensee waives any rights under any current or future Laws to terminate this Master License or any Pole License, to receive any abatement, diminution, reduction, or suspension of payment of License Fees, or to compel the SFPUC to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

14.2 Personnel Safety Training.

14.2.1 High Power Lines. Concrete Poles might be close to overhead traction power lines used by the San Francisco Municipal Transportation Agency as stanchion supports for guy cables and power feed cables, on which traction power averages 615 volts DC, 1600 - 6500 amperes. Licensee acknowledges and agrees that its use of any Concrete Poles near overhead traction power infrastructure poses a risk of severe injury or death to persons who are not properly trained and equipped to work around high power lines.

14.2.2 CPUC Certification. Licensee shall ensure that all persons installing, operating, or maintaining its Equipment are appropriately trained and licensed by the California State Contractors Licensing Board and as required by applicable regulations and rules of the California Public Utilities Commission (the "CPUC"). Licensee shall ensure that these persons are trained in and observe all safety requirements established by the SFPUC, the CPUC, and the California Division of Occupational Safety & Health, Department of Industrial Relations, including site orientation, tag-out lock-out de-energization rules, ladder and lift restrictions, and track and street right-of-way safety requirements.

14.2.3 Licensee's Indemnity. During any period when Licensee or any Agent of Licensee is installing, operating, or maintaining its Equipment, Licensee acknowledges and agrees that the SFPUC has delegated control of the License Area to Licensee, which will be solely responsible for any resulting injury or damage to property or persons. The SFPUC is not a co-employer of any employee of Licensee or any employee of Licensee's Agents, and the SFPUC will not be liable for any Claim of any employee of Licensee or any employee of Licensee's Agents. Licensee agrees to Indemnify the SFPUC fully (as provided in **Article 19** (Licensee's Indemnity)) against any Claim brought by any employee of Licensee or any employee of Licensee's Agents arising from or related to Licensee's access to and use of the License Area and other activities of Licensee or its Agents or around in the License Area.

14.3 Compliance with CPUC General Order 95.

Licensee shall conduct all activities on the License Area in accordance with CPUC General Order 95 and the rules and other requirements enacted by the CPUC under that General Order, as applicable and as amended.

14.4 Compliance with Electric Codes.

Licensee shall conduct all activities on the License Area in accordance with the requirements of California Electric Code, National Electric Safety Code IEEE C2 ("NESC"), and any applicable local electrical code, as any of those codes may be amended. To the extent that CPUC General Order 95 does not address installation of cellular telephone antennas on Poles carrying electrical lines, Licensee shall apply applicable provisions of the NESC, with particular attention to paragraphs 224, 235C, 235F, 238, 239, and 239H and sections 22, 41, and 44. Where any conflict exists between the NESC, the California Electric Code, any local code, and CPUC General Order 128, the more stringent requirements will apply, as determined by the SFPUC.

14.5 SFPUC's Exercise of its Proprietary Interests.

Licensee acknowledges and agrees that the SFPUC is entering into this Master License in its capacity as a property owner with a proprietary interest in the License Area and not as a Regulatory Agency with police powers. Nothing in this Master License limits in any way Licensee's obligation to obtain required Regulatory Approvals from applicable Regulatory Agencies. By entering into this Master License, the SFPUC is in no way modifying or limiting Licensee's obligation to cause the License Area to be used and occupied in accordance with all applicable Laws.

14.6 Regulatory Approvals.

Licensee represents and warrants that prior and as a condition to conducting its activities on the License Area, Licensee will acquire all Regulatory Approvals required for Licensee's use of the License Area. Licensee shall maintain all Regulatory Approvals for Licensee's Permitted Use on the License Area throughout the Term of this Master License and for as long as any Equipment is installed on any portion of the License Area.

14.7 Radiofrequency Radiation and Electromagnetic Fields.

Licensee's obligation to comply with all Laws includes all Laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the License Area, including all applicable FCC standards, whether such RF or EMF presence or exposure results from Licensee's Equipment alone or from the cumulative effect of Licensee's Equipment added to all other sources on or near the License Area. Licensee must provide to the SFPUC a copy of the report, required for Licensee's Public Works Wireless Permit, of an independent engineering consultant analyzing whether RF and EMF emissions at the proposed Pole Locations would comply with FCC standards, taking into consideration the Equipment installation specifications and distance to residential windows

(each, an "Emissions Report"). If not provided earlier, Licensee must submit the Emissions Report to the SFPUC with the applicable Pole License application.

14.8 Compliance with City's Risk Management Requirements

Licensee must not do anything, or permit anything to be done by anyone under Licensee's control, in, on, or about the License Area that would create any unusual fire risk, and shall take commercially reasonable steps to protect the SFPUC from any potential liability by reason of Licensee's use of the License Area. Licensee, at Licensee's expense, shall comply with all reasonable rules, orders, regulations, and requirements of the City's Risk Manager and the SFPUC General Manager.

14.9 Compliance with Other City Requirements.

Licensee has reviewed, understands, and is ready, willing, and able to comply with the terms of other applicable City Laws, some of which are set forth in Schedule 2 to this Master License. Licensee acknowledges that Schedule 2 contains only summaries of certain City Laws, each of which is incorporated by reference as if fully stated. Licensee acknowledges that City Laws in effect when the Master License is executed will apply to Licensee and its Agents and successors and assigns, as applicable. The summaries are for Licensee's convenience only; Licensee is obligated to become familiar with all applicable City Laws and to comply with them fully as they are amended from time to time, whether or not they are summarized in Schedule 2. City Laws are currently available on the web at www.sfgov.org.

15 DAMAGE OR DESTRUCTION

15.1 SFPUC Election.

The SFPUC has no obligation to replace or repair any part of the License Area following damage by any cause. Following damage or destruction of a Concrete Pole, the SFPUC may elect any of the following actions, in the SFPUC's sole and absolute discretion.

15.1.1 Election to Repair or Replace Damaged Concrete Pole. Within 30 days after the date on which the SFPUC discovers damage or destruction of a Concrete Pole licensed to Licensee, the SFPUC will give Licensee notice of the SFPUC's good faith estimate of the amount of time the SFPUC will need to complete the repair or replacement of the Pole. If the SFPUC cannot complete the work within 30 days after the date that the SFPUC specifies in its notice, or if the SFPUC has exhausted its supply of all Concrete Poles delivered under Subsection 6.3.2 (Overstock), then Licensee will have the right to terminate the affected Pole License on 30 days' notice to the SFPUC.

15.1.2 Election to Remove Damaged Concrete Pole. If the SFPUC decides to remove, rather than repair or replace, a damaged Concrete Pole licensed to Licensee, the applicable Pole License will terminate automatically as of the last day of the month the Concrete Pole is removed.

15.1.3 Election to Remove Equipment from Damaged Concrete Pole. If the acts of third parties or an act of nature or other force majeure circumstance outside the control of Licensee or its Agents or Invitees destroys or damages any Concrete Pole to such an extent that, in the SFPUC's reasonable determination, the Equipment on the Concrete Pole cannot be operated, the SFPUC may decide to terminate affected Pole License on 30 days' notice to Licensee and require Licensee to remove the Equipment from the damaged Concrete Pole before the termination date specified in the SFPUC's notice.

15.1.4 Licensee's Rights after Termination. After termination of any Pole License under this Section, the SFPUC will: (i) refund the portion of the previously-paid License Fee attributable to the terminated portion of the License Year, subject to Subsection 3.1.2 (Minimum Term); and (ii) give priority to Licensee's Pole License application for a replacement Concrete Pole.

15.2 No Statutory Rights for Damaged Concrete Pole.

The parties understand and agree that this Master License governs fully their rights and obligations in the event of damage or destruction of Concrete Poles, and, to the extent applicable, Licensee and the SFPUC each hereby waives and releases the provisions of section 1932, subdivision 2, and section 1933, subdivision 4, of the Civil Code of California (when hirer may terminate the hiring) or under any similar Laws.

16 EMINENT DOMAIN

16.1 Eminent Domain Taking.

If all or any part of the License Area is permanently taken in the exercise of the power of eminent domain or any transfer in lieu thereof, the following will apply:

16.1.1 Termination. As of the date of taking, the affected Pole Licenses will terminate as to the part so taken, and the License Fee under the affected Pole Licenses will be ratably reduced to account for the portion of the License Area taken.

16.1.2 Award. The SFPUC will be entitled to any award paid or made in connection with the taking. Licensee will have no Claim against the SFPUC for the value of any unexpired Term of any Pole License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's relocation expenses or loss or damage to Licensee's Equipment.

16.1.3 No Statutory Right to Terminate. The parties understand and agree that this Section is intended to govern fully the rights and obligations of the parties in the event of a permanent taking. Licensee and the SFPUC each hereby waives and releases any right to terminate this Master License in whole or in part under sections 1265.120 and 1265.130 of the California Code of Civil Procedure (partial termination of lease and court order terminating lease, respectively) and under any similar Laws to the extent applicable to this Master License.

16.2 Temporary Takings.

A taking that affects any portion of the License Area for less than 90 days will have no effect on the affected Pole License, except that Licensee will be entitled to an abatement in License Fee to the extent that its use of the License Area is materially impaired. In the event of any such temporary taking, Licensee will receive that portion of any award, if any, that represents compensation for the use or occupancy of the License Area during the Term up to sum of the License Fees and Additional Fees payable by Licensee for the period of the taking, and the SFPUC will receive the balance of the award.

17 ASSIGNMENT

17.1 Restriction on Assignment.

Except as specifically provided in **Section 17.6** (Permitted Assignment), Licensee must not directly or indirectly Assign any part of its interest in or rights with respect to the License Area without the SFPUC's prior consent. The SFPUC will not unreasonably withhold its consent to an Assignment other than an Assignment covered by **Article 12** (Liens).

17.2 Notice of Proposed Assignment.

If Licensee desires to enter into an Assignment of this Master License or any Pole License issued under this Master License, Licensee shall give notice (a "**Notice of Proposed Assignment**") to the SFPUC, stating in detail the terms and conditions for such proposed Assignment and complete information, including financial statements, business history, and references and other information about the proposed assignee (the "**Assignee**") that the SFPUC needs to make a fully informed decision about Licensee's request. If Licensee does not deliver all information that the SFPUC reasonably requires simultaneously with the Notice of

Proposed Assignment, the date of Licensee's delivery of notice will be deemed to have occurred only when it has delivered any additional information the SFPUC requests.

17.3 SFPUC Response.

17.3.1 Timing. The SFPUC will grant or deny any request for consent to an Assignment within 30 days after the SFPUC's receipt or deemed receipt, if delayed under **Section 17.2** (Notice of Proposed Assignment), of the Notice of Proposed Assignment (the "**Assignment Response Period**"). If the SFPUC consents to the proposed Assignment, then Licensee will have 100 days following the date the SFPUC delivers its consent notice to Licensee to complete the Assignment. As a condition to the SFPUC's consent, Licensee will be required to pay to the SFPUC the amount by which any consideration paid to Licensee by the Assignee exceeds the aggregate sum of the License Fees and Additional Fees remaining payable under the assigned Pole Licenses within 10 days after Licensee's receipt of payment from the Assignee.

17.3.2 Effect of Default. Licensee acknowledges that it would be reasonable for the SFPUC to refuse to consent to an Assignment during any period during which any monetary or other material event of default by Licensee is outstanding (or any event has occurred that with notice or the passage of time or both would constitute a default) under this Master License.

17.4 Effect of Assignment.

No Assignment by Licensee, consent to Assignment by the SFPUC, or Permitted Assignment under **Section 17.6** (Permitted Assignment) will relieve Licensee of any obligation on its part under this Master License. Any Assignment that is not in compliance with this Article will be void and be a material default by Licensee under this Master License without a requirement for notice and a right to cure. The SFPUC's acceptance of any License Fee, Additional Fee, or other payments from a proposed Assignee will not be deemed to be the SFPUC's consent to such Assignment, recognition of any Assignee, or waiver of any failure of Licensee or other transferor to comply with this Article.

17.5 Assumption by Transferee.

Each Assignee shall assume all obligations of Licensee under this Master License and each assigned Pole License and will be and remain liable jointly and severally with Licensee for all obligations to be performed by Licensee. No Assignment will be binding on the SFPUC unless Licensee or the Assignee delivers to the SFPUC evidence satisfactory to the SFPUC that the Assignee has obtained all Regulatory Approvals required to operate as a wireless telecommunications service provider on the assigned License Area, a copy of the Assignment agreement (or other document reasonably satisfactory to the SFPUC in the event of a Permitted Assignment under **Section 17.6** (Permitted Assignment)), and an instrument in recordable form that contains a covenant of assumption by such Assignee satisfactory in substance and form to the SFPUC, consistent with the requirements of this Article. However, the failure or refusal of an Assignee to execute such instrument of assumption will not release such Assignee from its liability as set forth in this Section. Except for a Permitted Assignment as provided in **Section 17.6** (Permitted Assignment), Licensee shall reimburse the SFPUC on demand for any reasonable costs that the SFPUC incurs in connection with any proposed Assignment, including the costs of investigating the acceptability of the proposed Assignee and legal costs incurred in connection with considering any requested consent. The SFPUC agrees that its right to reimbursement under this Section during the Term will be limited to \$2,000 for each request.

17.6 Permitted Assignment.

17.6.1 Defined. The SFPUC agrees that Licensee will be permitted to enter into an Assignment of this Master License and Pole Licenses issued under it (a "**Permitted Assignment**"), without the SFPUC's prior consent but with notice to the SFPUC as provided below, to: (i) an Affiliate; (ii) a Subsidiary; (iii) an entity that acquires all or substantially all of Licensee's assets in the market in which the License Area is located

(as the market is defined by the FCC under an order or directive of the FCC; (iv) an entity that acquires Licensee by a change of stock ownership or partnership interest; or (v) an entity Controlled by Licensee or that, with Licensee, is under the Common Control of a third party.

17.6.2 Conditions. A Permitted Assignment is subject to the following conditions:

(a) The Assignee uses the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate, and maintain Equipment on the License Area.

(b) Licensee provides the SFPUC with notice 30 days before the effective date of the Permitted Assignment, stating the contact information for the proposed Assignee and providing financial information establishing that the proposed Assignee meets the capital and fiscal qualifications stated in this Section.

(c) Licensee is in good standing under this Master License.

18 DEFAULTS

18.1 Events of Default by Licensee.

Any of the following will be an event of default by Licensee under this Master License and any Pole Licenses issued under it:

18.1.1 Nonpayment of Fees. Subject to **Subsection 18.1.2** (Habitual Late Payer), Licensee fails to pay any License Fee or Additional Fees as and when due, if the failure continues for 10 days after the due date.

18.1.2 Habitual Late Payer. For the third time after the Commencement Date, Licensee fails to pay any License Fee or Additional Fees within the 10-day grace period under **Subsection 18.1.1** (Nonpayment of Fees).

18.1.3 Lapsed Regulatory Approvals. Licensee fails to maintain all Regulatory Approvals required for the Permitted Use.

18.1.4 Prohibited Assignment. Licensee enters into an Assignment in violation of **Article 17** (Assignment).

18.1.5 Interference with SFPUC. Licensee interferes with the SFPUC's operations in violation of **Section 28.4** (Licensee's Obligation Not to Cause Interference).

18.1.6 Failure to Maintain Insurance. Licensee fails to maintain insurance as required by **Article 20** (Insurance).

18.1.7 Failure to Cure. Licensee fails to cure noncompliance with the specified requirements of this Master License after initial and follow-up notices or to pay the Default Fees as set forth in **Subsection 18.2.4** (Default Fees).

18.1.8 Other Terms. Licensee fails to perform or comply with any other obligation or representation made under this Master License, if the failure continues for 30 days after the date of notice from the SFPUC, or, if such default is not capable of cure within the 30-day period, Licensee fails to promptly undertake action to cure such default within such 30-day period and thereafter fails to use its best efforts to complete such cure within 60 days after the SFPUC's notice.

18.1.9 Abandonment. Licensee removes its Equipment or abandons the License Area for a continuous period of more than 60 days, such that the License Area is longer being used for the Permitted Use.

18.1.10 Insolvency. Any of the following occurs: (i) the appointment of a receiver due to Licensee's insolvency to take possession of all or substantially all of the assets of Licensee; (ii) an assignment by Licensee for the benefit of creditors; or (iii) any action taken by or against Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief Law, if any such receiver, assignment, or action is not released, discharged, dismissed, or vacated within 60 days.

18.2 SFPUC'S Remedies.

In addition to all other rights and remedies available to the SFPUC at law or in equity, the SFPUC will have the following remedies following the occurrence of an event of default by Licensee.

18.2.1 Continuation of License. Without prejudice to its right to other remedies, the SFPUC may continue this Master License and applicable Pole Licenses in effect, with the right to enforce all of its rights and remedies, including the right to payment of License Fees, Additional Fees, and other charges as they become due.

18.2.2 Termination of Pole License. If a default specific to one or more Pole Licenses is not cured by Licensee within the applicable cure period, if any, specified in **Section 18.1** (Events of Default by Licensee), the SFPUC may terminate each Pole License in default.

18.2.3 Termination of Master License. If Licensee's default is of such a serious nature in the SFPUC's sole judgment that the default materially affects the purposes of this Master License, the SFPUC may terminate this Master License in whole or in part. Termination of this Master License in whole will effect the termination of all Pole Licenses issued under it automatically and without the need for any further action by the SFPUC. In either case, the SFPUC will deliver notice to Licensee providing 30-days' notice of termination and specifying whether the termination affects the entire Master License or only certain Pole Licenses as specified in the notice. The SFPUC will specify the amount of time Licensee will have to remove its Equipment from any affected Concrete Pole, which will be at least 30 days after the date of the SFPUC's notice for up to 50 Concrete Poles and an additional 30 days for more than 50 Concrete Poles. If Licensee does not remove its Equipment within the specified period, the SFPUC will be entitled to remove Licensee's Equipment from the Concrete Pole. The SFPUC will have the right to make any terminated portion of the License Area available for license to other parties as of the effective date of the termination, even if Licensee's Equipment is still on the Pole.

18.2.4 Default Fees. Without limiting the SFPUC's other rights and remedies under this Master License, the SFPUC may require Licensee to pay Additional Fees for the SFPUC's administrative cost in providing notice or performing inspections for the events described below (each, a "Default Fee"), by giving notice of the SFPUC's demand that Licensee cure the default and specifying the cure period. The Default Fee for the initial notice from the SFPUC will be due and payable to the SFPUC 10 days after delivery of notice to Licensee. In addition, if Licensee fails to cure the condition within the cure period set forth in the initial notice, and the SFPUC then delivers to Licensee a follow-up notice requesting compliance, then the Default Fee for the follow-up notice will be due and payable to the SFPUC 10 days after delivery of the follow-up notice to Licensee. Default Fees will apply to any of the following events:

(a) Licensee constructs or installs any alteration or improvement without the SFPUC's prior approval as required by **Article 6** (Review, Inspection, and Approval Processes), **Article 8** (Installation), or **Article 9** (Alterations) of this Master License.

(b) Licensee fails to make a repair required by **Article 11** (Licensee's Maintenance and Repair Obligations) on a timely basis.

(c) Licensee fails to notify the SFPUC, through its project manager, before accessing the License Area or following the plan approval procedures as set forth in Article 6 (Review, Approval, and Inspection Processes).

(d) Licensee fails to provide evidence of the required bonds and insurance coverage described in Article 20 (Insurance) on a timely basis.

18.3 Licensee's Remedy for SFPUC Defaults.

Licensee's sole remedy for the SFPUC's breach or threatened breach of this Master License or any Pole License issued under it will be an action for damages, subject to Article 21 (Limitation of SFPUC's Liability).

18.4 Cumulative Rights and Remedies.

All rights and remedies under this Master License are cumulative, except as otherwise provided.

19 LICENSEE'S INDEMNITY

19.1 Scope of Indemnity.

Licensee, on behalf of itself and its successors and assigns, shall Indemnify the SFPUC Indemnified Parties from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, including direct and vicarious liability of every kind (each, a "Claim"), incurred in connection with or arising in whole or in part from: (a) injury to or death of a person, including employees of Licensee, or loss of or damage to property, occurring on or about the License Area or arising in connection with Licensee's or its Agents' or Invitees' authorized or unauthorized use of the License Area; (b) any default by Licensee in the observation or performance of any of the terms, covenants, or conditions of this Master License to be observed or performed on Licensee's part; (c) the use or occupancy or manner of use or occupancy of the License Area by Licensee, its Agents, or Invitees, or any person or entity claiming through or under any of them; (d) the presence of or exposure to RFs or EMFs resulting from Licensee's use of the License Area; (e) the condition of the License Area or any occurrence on the License Area from any cause attributable to the events described in clauses (a), (b), (c), or (d) of this Section; or (f) any acts, omissions, or negligence of Licensee, its Agents, or Invitees, in, on, or about the License Area; all regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable Law in effect on or validly retroactive to the date of this Master License and further except to the extent such Claim is caused by the wilful misconduct or gross negligence of the Indemnified Parties.

19.2 Indemnification Obligations.

Licensee's Indemnification obligation includes reasonable fees of attorneys, consultants, and experts and related costs, including the SFPUC's costs of investigating any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the SFPUC and the other Indemnified Parties from any Claim that actually or potentially falls within the scope of Section 19.1 (Scope of Indemnity) even if allegations supporting the Claim are groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to Licensee by the Indemnified Party and continues at all times until finally resolved. Licensee's obligations under this Article will survive the termination of the Master License.

20 INSURANCE

20.1 Licensee's Insurance.

As a condition to issuance of any Pole License, Licensee must provide proof of compliance with the insurance requirements in this Article except to the extent the City's Risk

Manager agrees otherwise. Licensee must also provide information of compliance with insurance requirements through Exigis, the SFPUC's online risk management provider.

20.1.1 Coverage Amounts. Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages:

(a) Commercial General Liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least \$2 million combined single limit for each occurrence.

(b) Worker's Compensation Insurance with Employer's Liability Limits not less than \$1 million each accident/disease.

(c) Commercial Automobile Liability Insurance with limit not less than \$2 million each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles.

20.1.2 General Requirements. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(a) include as additional insured, as their interest may appear under this Agreement the "*City and County of San Francisco, by and through its Public Utilities Commission, and its officers, agents, and employees.*"

(b) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any Claims arising out of this Master License, and that insurance applies separately to each insured against whom Claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage must not reduce or void the coverage as to any insured, and shall afford coverage for all Claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

20.1.3 Notice of Cancellation. All insurance policies required to be maintained by Licensee under this Master License shall be endorsed to provide written notice of cancellation for any reason, including intent not to renew or to reduce coverage to both Licensee and the SFPUC. Licensee must provide a copy of any notice of intent to cancel or cancellation of its required coverage to the SFPUC within one business day of Licensee's receipt and take prompt action to prevent cancellation, reinstate the cancelled coverage, or obtain it from a different insurer meeting the qualifications of **Subsection 20.1.9** (Ratings).

20.1.4 Claims-Made Policies. Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three years after the expiration or termination of this Master License, to the effect that, should occurrences during the Term give rise to Claims made after expiration or termination of this Master License, such Claims shall be covered by such claims-made policies.

20.1.5 General Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that Claims investigation or legal defense costs will be included in such general annual aggregate limit, such general aggregate limit shall be double the occurrence or Claims limits specified above.

20.1.6 Certificates. Licensee shall deliver to the SFPUC certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to the SFPUC, evidencing the coverages required under this Master License, on or before the

Effective Date, together with complete copies of the policies promptly upon the SFPUC's request, and Licensee shall provide the SFPUC with certificates or policies thereafter promptly upon the SFPUC's request.

20.1.7 Insurance Does Not Limit Indemnity. Licensee's compliance with the provisions of this Section in no way relieve or decrease Licensee's liability under **Article 19** (Licensee's Indemnity) or any other provision of this Master License.

20.1.8 Right to Terminate. The SFPUC may elect, in the SFPUC's sole and absolute discretion, to terminate this Master License if Licensee allows any required insurance coverage to lapse by: (i) providing Licensee notice of the event of default; and (ii) including in the notice of default or a notice of termination if Licensee fails to reinstate the lapsed coverage within three business days after the SFPUC delivers notice.

20.1.9 Ratings. Licensee's insurance companies must be licensed to do business in California and must meet or exceed an A.M. Best rating of A-X or its equivalent.

20.1.10 Effective Dates. All insurance must be in effect before the SFPUC will authorize Licensee to install Equipment on any Concrete Pole and remain in force until all Equipment has been removed from the License Area. Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages are not limitations upon Licensee's liability.

20.1.11 Self-Insurance Alternative. Licensee may propose and the SFPUC may accept an alternative insurance program, if that program provides equivalent protections to the SFPUC as the insurance requirements in this Section, which the SFPUC will determine in its sole discretion, in consultation with the City's Risk Manager. The SFPUC's acceptance of an alternative insurance program will not effect an implied waiver or amendment of any other requirement of this Master License. Any amendment of these insurance requirements must be in a written amendment to this Master License, executed in the same manner as this Master License.

20.2 Insurance of Licensee's Property.

Licensee shall be responsible, at its expense, for separately insuring Licensee's property.

20.3 City's Self Insurance.

Licensee acknowledges that the City self-insures against casualty, property damage, and public liability risks. The SFPUC agrees to maintain, through the City, an adequate program of self-insurance for public liability risks during the Term and will not be required to carry any third party insurance with respect to the License Area or otherwise.

20.4 Waiver of Subrogation.

The SFPUC and Licensee each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the License Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance obtained by the waiving party under this Master License or is actually covered by insurance obtained by the waiving party. Each waiving party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the License Area, but the failure to obtain any such endorsement will not affect the waivers in this Section.

20.5 Contractors' Bonds and Insurance.

Licensee shall require its contractors that install, maintain, repair, replace, or otherwise perform work on the License Area: (a) to provide bonds to guarantee the performance of the

work and the payment of subcontractors and suppliers for any installation of Equipment; and (b) to have and maintain insurance of the same coverage and amounts as required of Licensee.

21 LIMITATION OF CITY'S AND SFPUC'S LIABILITY

21.1 General Limitation on SFPUC's Liability.

The SFPUC is not responsible or liable to Licensee for, and Licensee hereby waives all Claims against the SFPUC and its Agents and releases the SFPUC and its Agents from, all Claims from any cause (except to the extent caused by the gross negligence or willful misconduct of the SFPUC and its Agents), including acts or omissions of persons using the sidewalk or street adjoining or adjacent to or connected with the License Area; utility interruption; theft; burst, stopped, or leaking water, gas, sewer, or steam pipes; or gas, fire, oil, or electricity in, flood, or vehicle collision on or about the License Area or other SFPUC Property.

21.2 Consequential Damages.

Licensee expressly acknowledges and agrees that the License Fees and Additional Fees payable under this Master License do not take into account any potential liability of the SFPUC for consequential or incidental damages. The SFPUC would not be willing to enter into this Master License or issue any Pole Licenses in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of the SFPUC or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any Indemnification obligations of Licensee or other waivers contained in this Master License and as a material part of the consideration for this Master License, Licensee fully releases, waives, and discharges forever any and all Claims against the SFPUC for consequential and incidental damages arising out of this Master License or any Pole License, including lost profits arising from the disruption to Equipment, any interference with uses conducted by Licensee under this Master License and Pole Licenses, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of the SFPUC or its Agents, and covenants not to sue for such damages the City, including the SFPUC and the City's other departments, and all City commissions, officers, directors, and employees, and all persons acting by, through, or under each of them.

21.3 No Relocation Assistance.

This Master License creates no right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (Cal. Gov. Code §§ 7260 et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 et seq.), or similar Law upon any termination of occupancy except as provided in **Article 16** (Eminent Domain). To the extent that any relocation law may apply, Licensee waives, releases, and relinquishes forever any and all Claims that it may have against the SFPUC for any compensation from the SFPUC except as specifically provided in this Master License upon termination of its occupancy of all or any part of the License Area.

21.4 Non-Liability of City Officials, Employees, and Agents.

No elective or appointive board, commission, member, officer, employee, or other Agent of the City, including the SFPUC, will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by the SFPUC or for any amount which may become due to Licensee, its successors, and assigns, or for any obligation of the SFPUC under this Master License.

21.5 Scope of Waivers.

Licensee acknowledges the City's and the SFPUC's rights under this Article and waives any Claims arising from the exercise of their rights. In connection with the preceding sentence and releases and waives under **Section 11.3** (No Right to Repair Concrete Poles), **Subsection 14.1.2** (Future Laws), **Section 15.2** (No Statutory Rights for Damaged Concrete Pole), **Subsection 16.1.3** (No Statutory Right to Terminate), **Section 20.4** (Waiver of

Subrogation), **Section 21.1** (General Limitation on SFPUC's Liability), **Section 21.2** (Consequential Damages), **Section 21.3** (No Relocation Assistance), **Section 22.3** (No Liability for Emergency Access), **Section 25.1** (Application of Security Deposit), and any other waiver by Licensee under this Master License, Licensee acknowledges that it is familiar with section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensee realizes and acknowledges that the waivers and releases contained in this Master License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated Claims. Licensee affirms that it has agreed to enter into this Master License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code section 1542 and any similar Law. The releases and waivers contained in this Master License will survive its expiration or earlier termination.

22 SFPUC ACCESS TO LICENSE AREA

22.1 SFPUC's Right of Access.

Except as specifically provided otherwise, the SFPUC and its designated Agents have the right of access to any part of the License Area at any time without notice for any purpose.

22.2 Emergency Access.

If safe and practicable, the SFPUC will notify Licensee of any emergency that requires the SFPUC to remove and replace a Concrete Pole and will allow Licensee to remove its Equipment before the SFPUC removes or replaces a Concrete Pole in an emergency situation or other exigent circumstances. But if in the SFPUC's sole judgment it is not safe or practicable to wait for Licensee to perform the work or where such delay would cause significant delay to or otherwise compromise public safety or services, the SFPUC will remove the Equipment from the Concrete Pole, exercising reasonable care to avoid damage. The SFPUC will hold the Equipment for retrieval by Licensee, and Licensee will have the right to reinstall the Equipment or equivalent Equipment at Licensee's expense on the repaired or replaced Concrete Pole in accordance with **Article 8** (Installation). As provided in **Section 10.4** (Emergencies), the SFPUC's removal of Licensee's Equipment in emergency or exigent circumstances may not be deemed to be a forcible or unlawful entry into or interference with Licensee's rights to the License Area.

22.3 No Liability for Emergency Access.

The SFPUC will not be liable in any manner, and Licensee hereby waives any Claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the SFPUC's entry onto the License Area, including the removal of Licensee's Equipment from a Concrete Pole in an emergency as described in **Section 22.2** (Emergency Access), except damage resulting directly and exclusively from the gross negligence or willful misconduct of the SFPUC or its Agents and not contributed to by the acts, omissions, or negligence of Licensee, its Agents, or Invitees.

23 REQUIRED RECORDS

23.1 Records of Account.

Licensee shall maintain during the Term and for a period ending three years after the Expiration Date or earlier termination of this Master License the following records at a place of business within the San Francisco Bay Area or in an electronic format: (a) identification and location of all Concrete Poles under active Pole Licenses; (b) amounts and dates of License Fees paid to the SFPUC; (c) Regulatory Approvals issued for the installation, operation, and

maintenance of Equipment on Concrete Poles; and (d) correspondence with the SFPUC concerning any matter covered by this Master License. The SFPUC, or a consultant acting on its behalf, will have the right to inspect and audit Licensee's records at Licensee's place of business during regular business hours on 10 days' notice to Licensee.

23.2 Estoppel Certificates.

Licensee, at any time and from time to time on not less than 30 days' notice from the SFPUC, shall execute, acknowledge, and deliver to the SFPUC or to any party designated by the SFPUC, a certificate of Licensee stating: (a) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted all or any part of the License Area and specifying the applicable portions of the License Area and reasons for nonacceptance); (b) the Commencement Dates of any Pole Licenses then in effect; (c) the Effective Date and Expiration Date of this Master License; (d) that this Master License and Pole Licenses are unmodified and in full force and effect or, if modified, the manner in which they are modified; (e) whether any defenses then exist against the enforcement of any of Licensee's obligations under this Master License (and if so, specifying the same); (f) whether any of the SFPUC's obligations under this Master License are outstanding (and if so, identifying any SFPUC obligations that Licensee believes that the SFPUC has failed to meet); (g) the dates, if any, to which the License Fees and Additional Fees have been paid; and (h) any other information that may be reasonably required by any such persons.

23.3 Regulatory and Bankruptcy Records.

23.3.1 Copies for SFPUC Records. Licensee shall provide to the SFPUC without request copies of: (a) any pending applications, communications, or other documents related to any filing by or against Licensee of an action for bankruptcy, receivership, or trusteeship; and (b) all relevant petitions, applications, communications, and reports submitted by Licensee to the FCC or any other Regulatory Agency having jurisdiction directly related to Licensee's installation or operation of Equipment on Concrete Poles or other property.

23.3.2 Production of Documents. The SFPUC will attempt to notify Licensee promptly after delivery of any request for copies of these records made under any public records Law or in any court proceeding and of the date on which the records are to be made available. If Licensee believes that any of the requested records are confidential or contain proprietary information, Licensee must identify those records to the SFPUC before the date of required production. If the request is made through any court or administrative proceeding, or the requesting party otherwise makes a formal complaint regarding nondisclosure, Licensee will have the burden to obtain any protective order needed to withhold production. Licensee acknowledges that the SFPUC's compliance with any court order, including a subpoena duces tecum, will not violate this Subsection. The SFPUC's failure to notify Licensee will not affect the SFPUC's legal obligation to produce records or give rise to any Claim by Licensee against the SFPUC.

24 RULES AND REGULATIONS

Licensee shall faithfully comply during the Term with any and all reasonable rules, regulations, and instructions that the SFPUC establishes, as amended from time to time, with respect to use of any part of the License Area.

25 SECURITY DEPOSIT

25.1 Application of Security Deposit.

Licensee must tender to the SFPUC for deposit the sum specified as the security deposit in the Basic License Information (the "**Security Deposit**") to secure Licensee's faithful performance of all terms, covenants, and conditions of this Master License and the requested Pole License along with Licensee's first Acknowledgment Letter under **Section 4.1** (Commencement Date). Licensee agrees that the SFPUC may apply the Security Deposit in

whole or in part to remedy any damage to the License Area caused by Licensee, its Agents, or Invitees, or any failure of Licensee to perform any other terms, covenants, or conditions contained herein (including the payment of License Fees or other sums due under this Master License or any Pole License either before or after a default), without waiving any of the SFPUC's other rights and remedies under this Master License or at law or in equity. Licensee waives any rights it may have under section 1950.7 of the California Civil Code or any similar Law and agrees that the SFPUC may retain any portion of Security Deposit reasonably necessary to compensate the SFPUC for any other foreseeable or unforeseeable loss or damage caused by the acts or omissions of Licensee, its Agents, or Invitees. Licensee understands and agrees that the SFPUC may apply some or all of the Security Deposit to the payment of future License Fees, Additional Fees, and other amounts payable to the SFPUC under this Master License and any Pole License following a Licensee event of default. The SFPUC's obligations with respect to the Security Deposit are solely that of a debtor and not of a trustee. The SFPUC is not required to keep the Security Deposit separate from its general funds, and Licensee is not entitled to interest on the Security Deposit. The amount of the Security Deposit in no way limits the liabilities of Licensee under any provision of this Master License or any Pole License.

25.2 Further Deposits.

Should the SFPUC use any portion of the Security Deposit to cure any default by Licensee under this Master License, Licensee will be required to replenish the Security Deposit in the amount and by the date that the SFPUC specifies by notice to Licensee. The SFPUC also has the right in its reasonable judgment to increase the amount of the Security Deposit from time to time based upon the SFPUC's assessment of Licensee's past use of the License Area.

26 SURRENDER OF LICENSE AREA

26.1 Surrender.

26.1.1 Obligations on Surrender. No later than 30 days after the Expiration Date or other termination of this Master License or any Pole License, Licensee shall peaceably remove its Equipment from applicable portion of the License Area and surrender it to the SFPUC in good order and condition, normal wear and tear excepted, free of debris and hazards, and free and clear of all liens and encumbrances. Immediately before the Expiration Date or other termination of this Master License, Licensee shall remove all of Licensee's Equipment except for any fiber-optic cable to which the City will obtain title under **Section 8.10** (Fiber-Optic Cables) and repair any damage resulting from the removal. Licensee's obligations under this Article will survive the Expiration Date or other termination of this Master License.

26.1.2 Equipment Abandoned After Termination. At its option, the SFPUC may deem any items of Licensee's Equipment that remain on a Concrete Pole or otherwise on the License Area or other SFPUC Property more than 30 days after the Expiration Date of this Master License to be abandoned and in such case the SFPUC may dispose of the abandoned Equipment in any lawful manner after expiration of a 60-day period initiated by the SFPUC's notice to Licensee to remove the Equipment. Licensee agrees that California Civil Code sections 1980 et seq. and similar provisions of the Civil Code addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

26.2 Holding Over.

26.2.1 With Consent. Any holding over after the Expiration Date with the express consent of the SFPUC will be construed to automatically extend the Term of this Master License for a period of one License Year at a License Fee equal to 150% of the License Fee in effect immediately before the Expiration Date, and the Master License otherwise will be on its express terms and conditions.

26.2.2 Without Consent. Any holding over without the SFPUC's consent will be a default by Licensee and entitle the SFPUC to exercise any or all of its remedies, even if the SFPUC elects to accept one or more payments of License Fees, Additional Fees, or other amounts payable to the SFPUC from Licensee after the Expiration Date.

27 HAZARDOUS MATERIALS

27.1 Hazardous Materials in License Area.

Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of, or Released in, on, under, or about the License Area or any other part of City Property, or transported to or from any City Property in violation of Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine operation, cleaning, and maintenance of Licensee's Equipment that are customarily used for routine operation, cleaning, and maintenance of such equipment and so long as all such Hazardous Materials are contained, handled, and used in compliance with Environmental Laws. Licensee shall immediately notify the SFPUC if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under, or about the License Area or other City Property.

27.2 Licensee's Environmental Indemnity.

If Licensee breaches any of its obligations contained in this Article, or if any act, omission, or negligence of Licensee or any of its Agents or Invitees results in any contamination of the License Area or other City Property, or in a Release of Hazardous Material from, on, about, in, or beneath any part of the License Area or other City Property, or the violation of any Environmental Law, then Licensee, on behalf of itself and its successors and assigns, shall Indemnify the City, including the SFPUC, its Agents, and their respective successors and assigns from and against any and all Claims (including damages for decrease in value of the License Area or other City Property, the loss or restriction of the use of usable space in the License Area or other City Property and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts' fees and related costs) arising during or after the Term of this Master License relating to such Release or violation of Environmental Laws; provided, however, Licensee must not be liable for any Claims to the extent such Release was caused by the gross negligence or willful misconduct of the SFPUC or its Agents. Licensee's Indemnification obligation includes costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the License Area or other City Property by Licensee or any of its Agents or Invitees and to restore the License Area or other City Property to its condition prior to Licensee's introduction of such Hazardous Material or to correct any violation of Environmental Laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the SFPUC and the other Indemnified Parties from any Claim that actually or potentially falls within this Indemnity provision even if the allegations supporting the Claim are or may be groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to Licensee by the Indemnified Party and continues until the Claim is finally resolved. Without limiting the foregoing, if Licensee or any of its Agents or Invitees causes the Release of any Hazardous Material on, about, in, or beneath the License Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any Indemnified Party, take any and all necessary actions to return the License Area or other City Property, as applicable, to the condition existing prior to the Release of any such Hazardous Materials on the License Area or other City Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the gross negligence or willful misconduct of the City, including the SFPUC, or its Agents. Licensee shall afford the SFPUC a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

28 SPECIAL PROVISIONS

28.1 Early Termination by Either Party.

If Licensee does not obtain all Regulatory Approvals for any Pole License by the first anniversary of its effective date, either party will have the right to terminate that Pole License on 60 days' notice, which the terminating party must deliver to the other party within 10 business days after the first anniversary of the effective date of the Pole License to be terminated. If a Pole License is terminated under this provision, the Commencement Date will be deemed not to occur, and Licensee will have no obligation to pay the License Fee.

28.2 Licensee's Termination Rights.

28.2.1 No-Fault Termination of Master License. This Subsection will apply after the Commencement Date of any Pole License. If Licensee fails to obtain or loses Regulatory Approvals for the Permitted Use with respect to a majority of the Concrete Poles subject to Pole Licenses for reasons other than its failure to comply with the conditions of this Master License or Regulatory Approvals and in spite of reasonable efforts by Licensee to obtain or maintain its Regulatory Approvals, Licensee may terminate this Master License at any time on 90 days' prior notice to the SFPUC.

28.2.2 Pole License Termination. Absent the circumstances described in **Subsection 28.2.1** (No-Fault Termination of Master License), Licensee may terminate a Pole License on 90 days' notice at any time following the first anniversary of the Commencement Date of the Pole License. Licensee may remove its Equipment from the applicable License Area at any time after giving the required notice.

28.2.3 Master License Termination. Licensee may terminate this Master License at any time on one year's notice.

28.2.4 Interference Caused by SFPUC Work. If any SFPUC work described in **Section 10.1** (Repairs, Maintenance, and Alterations) prevents Licensee from using a Concrete Pole for more than 30 days, Licensee will be entitled to: (i) a prorata abatement of the License Fee for the period Licensee is unable to use the Concrete Pole; (ii) terminate the Pole License on 30 days' notice; or (iii) both abatement of the License Fee under **clause (i)** and termination under **clause (ii)** of this Subsection.

28.3 SFPUC's Termination Rights .

28.3.1 Absolute Right to Terminate Pole Licenses.

(a) The SFPUC has the absolute right in its sole discretion to terminate any or all Pole Licenses if the General Manager of the SFPUC (or his or her designee) determines that Licensee's continued use of the License Area adversely affects or poses a threat to public health and safety, constitutes a public nuisance, interferes with the SFPUC's street light operations, or requires the SFPUC to maintain a Concrete Pole that is no longer required for SFPUC purposes.

(b) If the condition is susceptible to cure, the SFPUC will provide notice to Licensee of the SFPUC's determination, the underlying reasons for the determination, and provide a 30-day cure period following which the affected Pole Licenses will terminate if Licensee has not effected a cure.

(c) If the condition is not susceptible to cure in the SFPUC's sole judgment, the SFPUC will have the right to terminate the affected Pole Licenses on 30 days' notice to Licensee of the SFPUC's determination.

28.3.2 Removal of Equipment. The SFPUC in its sole discretion may determine that exigent circumstances require, for reasons of public, health, safety, or needs of the SFPUC to provide street lighting, that Licensee remove the Equipment from a particular Concrete Pole on 48 hours' notice. Licensee shall remove the Equipment from the

identified Concrete Pole within the 48-hour period or any longer time to which the SFPUC agrees. The applicable Pole License will terminate as to the identified Concrete Pole upon expiration of the 48-hour period.

28.3.3 Concrete Pole Removal. The SFPUC has the right to remove any Concrete Pole that it determines in its sole judgment is unnecessary for its street light operations. If the SFPUC decides to remove a Concrete Pole, it will make reasonable efforts to provide at least 60 days' notice to Licensee, but the SFPUC's rights under this Subparagraph will not be affected by its failure to provide less than 60 days' notice. Upon removal of a Concrete Pole, either party will have the right to terminate the Pole License as to the affected Concrete Pole as of the last day of the month of removal.

28.3.4 Future Gateways and Repeaters.

(a) Licensee acknowledges that the SFPUC is in the process of improving its street lights on SFPUC Poles by replacing approximately 18,500 high pressure sodium cobra-head style street light fixtures with ultra-efficient light-emitting diode fixtures that the SFPUC will remotely monitor and control. To accomplish the remote monitoring and control, the SFPUC must install either gateways or repeaters or both on Concrete Poles. The SFPUC will use reasonable efforts to give Licensee at least 180 days' notice that the SFPUC intends to install gateways or repeaters or both on any Concrete Pole used by Licensee, but the SFPUC's failure to give notice or delivery of less than 180 days' notice will not affect the SFPUC's rights or Licensee's obligations under this Subsection.

(b) Licensee agrees that to the extent that the SFPUC in its sole discretion determines that any Concrete Pole subject to a Pole License must be used for gateways or repeaters or both, Licensee must remove its Equipment from the Concrete Pole. In that case, the Pole License as to the affected Concrete Pole will terminate automatically as of the last day of the month of removal. Notwithstanding the foregoing, SFPUC will use reasonable efforts to locate gateway and repeater equipment on a Pole that is not licensed to Licensee.

28.3.5 Future Use of Conduit.

(a) If the SFPUC needs conduit space for future upgrade and expansion of its street light system, the SFPUC may require Licensee's wiring to be removed from the conduit. The SFPUC will use reasonable efforts to give Licensee at least 90 days' notice that the wiring will be removed, but the SFPUC's failure to give notice or delivery of less than 90 days' notice will not affect the SFPUC's rights under this Subsection. In either case, the SFPUC will provide Licensee with a date by which its wiring must be removed.

(b) Unless Licensee notifies the SFPUC within the time specified in the SFPUC's notice under Subsection (a) above that Licensee has identified an alternative to using SFPUC conduit to enable use its Equipment without using the SFPUC conduit, the Pole License as to the affected Concrete Pole will terminate automatically as of the last day of the month specified in the notice.

28.4 Licensee's Rights after Termination.

Promptly after the effective date of any termination of any Pole License under **Subsection 28.2.4** (Interference caused by SFPUC Work) or **Section 28.3** (SFPUC's Termination Rights), the SFPUC will refund the portion of any previously-paid License Fee attributable to the terminated portion of the License Year, subject to **Subsection 3.1.2** (Minimum Term). In addition, if Licensee wishes to replace the Pole Location, the SFPUC will give priority to Licensee's Pole License applications for an equal number of replacement Concrete Poles, but the grant of priority will not affect Licensee's obligations under this Master

License, including the requirement to obtain all Regulatory Approvals for the replacement Concrete Poles.

28.5 Special Remedies for Interference with Operations.

28.5.1 Licensee's Obligation Not to Cause Interference.

(a) Licensee will not operate or maintain its Equipment in a manner that interferes with or impairs other communication (radio, telephone, and other transmission or reception) or computer equipment lawfully used by any person, including the SFPUC or any of its Agents. Such interference will be an event of default under this Master License by Licensee, and upon notice from the SFPUC, Licensee shall be responsible for eliminating such interference promptly and at no cost to the SFPUC. Licensee will be required to use its best efforts to remedy and cure such interference with or impairment of SFPUC operations.

(b) If Licensee does not cure the default promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the SFPUC will have the right to bring an action against Licensee to enjoin such interference or to terminate all Pole Licenses where the Equipment is causing interference or impairment, at the SFPUC's election.

28.5.2 Impairment Caused by Change in SFPUC Use.

(a) If any change in the nature of the SFPUC's use of the License Area during the Term results in measurable material adverse impairment to Licensee's normal operation of its Equipment making it necessary to alter the Equipment to mitigate the adverse effect, Licensee must notify the SFPUC and provide evidence of the claimed impairment. Upon receipt of such notice, the SFPUC will have the right to make its own reasonable determination and, if it agrees with Licensee, investigate whether it can reasonably and economically mitigate that interference. The SFPUC will provide notice to Licensee of the SFPUC's determination.

(b) If the SFPUC determines in its sole discretion that mitigation is feasible and can be achieved for a reasonable cost in the SFPUC's reasonable judgment, the SFPUC's notice will specify when the SFPUC will mitigate the adverse effect. The SFPUC's mitigation will effect a cure, and the SFPUC will not be liable to Licensee in any other way or be required to take any other measures with respect to the Equipment.

(c) If the SFPUC determines in its sole discretion that mitigation is not feasible or cannot be achieved for a reasonable cost in the SFPUC's reasonable judgment, Licensee may elect either to: (i) terminate the Pole License as to the affected Concrete Pole and receive a ratable reduction in the License Fee; or (ii) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the Concrete Pole, and receive from the SFPUC a waiver of the License Fee for the first 6 months of the following License Year under the affected Pole License to offset the cost of mitigation.

(d) Licensee agrees that the SFPUC's temporary and partial abatement or waiver of the License Fee under this Subsection will be the only compensation due to Licensee for costs incurred or otherwise arising from the adverse effect as liquidated damages fully compensating Licensee for all Claims that may arise or be related to the adverse effects. Under no circumstances may the SFPUC be required to alter its operations at the identified Concrete Pole or provide a replacement Concrete Pole to Licensee.

28.5.3 Impairment Caused by SFPUC Access. Licensee agrees that it will not be entitled to any abatement of License Fees if the SFPUC exercises its rights of access

under **Article 22** (SFPUC Access to License Area) unless the SFPUC's activities cause Licensee to be unable to operate Equipment on the License Area for its permitted use for a period of more than 10 days, in which case, subject to proof, License Fees will be abated ratably for the entire period that Licensee is unable to operate any Equipment on any affected Concrete Pole.

29 GENERAL PROVISIONS

29.1 Notices.

This Section applies to all notices of default, demands for compliance, and related communications made under this Master License.

29.1.1 Writings Required. All notices will be effective only if given in writing and delivered in accordance with this Section.

29.1.2 Manner of Delivery. Except as provided in **Subsection 29.1.4** (Special Requirements), notices may be delivered by: (i) personal delivery; (ii) certified mail, postage prepaid, return receipt requested; or (iii) prepaid overnight delivery, return receipt requested. Notices must be delivered to: (1) Licensee at Licensee's address set forth in the Basic License Information, or at any place where Licensee or any Agent of Licensee may be personally served if sent after Licensee has vacated, abandoned, or surrendered the License Area; (2) the SFPUC at the SFPUC's address set forth in the Basic License Information; or (3) any new notice address that either the SFPUC or Licensee specifies by no less than 10 days' notice given to the other in accordance with this Section.

29.1.3 Effective Date of Notices. All notices under this Master License will be deemed to have been delivered: (i) 5 days after deposit if delivered by first class mail; (ii) 2 days after deposit if delivered by certified mail; (iii) the date delivery is made by personal delivery or overnight delivery; or (iv) the date an attempt to make delivery fails because a party has failed to provide notice of a change of address or refuses to accept delivery. The parties will transmit copies of notices by email to the email addresses listed in the Basic License Information, but failure to do so will not affect the delivery date or validity of any notice properly delivered in accordance with this Section.

29.1.4 Other Communications. All other communications will be coordinated by the parties' respective project managers as described in **Section 8.7** (Project Manager) or as specifically provided otherwise in this Master License.

29.2 No Implied Waiver.

No failure by either party to insist upon the strict performance of any obligation of the other under this Master License or to exercise any right, power, or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, will constitute a waiver of such breach. No acceptance by the SFPUC or its Agent of full or partial payment of License Fees or Additional Fees during the continuance of any such breach will constitute a waiver of such breach or of the SFPUC's right to demand strict compliance with such term, covenant, or condition or operate as a waiver of any requirement of this Master License. No express waiver by either party of any default or the performance of any provision hereof will affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more waivers of a default or the performance of any provision hereof by either party will not be deemed to be a waiver of a subsequent default or performance. The SFPUC's consent given in any instance under the terms of this Master License will not relieve Licensee of any obligation to secure the SFPUC's consent in any other or future instance under the terms of this Master License.

29.3 Amendments.

No part of this Master License (including all Pole Licenses) may be changed, waived, discharged, or terminated orally, nor may any breach thereof be waived, altered, or modified, except by a written instrument signed by both parties.

29.4 Interpretation of Licenses.

The following rules of interpretation apply to this Master License.

29.4.1 General. Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all correlating forms of the terms (e.g., the definition of "indemnify" applies to "indemnity," "indemnification," etc.).

29.4.2 Multi-Party Licensee. If there is more than one Licensee, the obligations and liabilities under this Master License imposed on Licensee will be joint and several among them.

29.4.3 Captions. The captions preceding the articles and sections of this Master License and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Master License.

29.4.4 Time for Performance. Provisions in this Master License relating to number of days mean calendar days, unless otherwise specified. "Business day" means a day other than a Saturday, Sunday, or a bank or City holiday. If the last day of any period to give notice, reply to a notice, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day.

29.4.5 SFPUC Actions. All approvals, consents, or other determinations permitted or required by the SFPUC under this Master License will be made by or through the General Manager of the SFPUC or his or her designee, unless otherwise provided in this Master License or by the City Charter or any City ordinance.

29.4.6 Words of Inclusion. The use of the term "including," "such as," or words of similar import when following any general or specific term, statement, or matter may not be construed to limit the term, statement, or matter to the stated terms, statements, or matters, whether or not language of non-limitation, such as "including, but not limited to" and "including without limitation" are used. Rather, the stated term, statement, or matter will be interpreted to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter.

29.4.7 Laws. References to all Laws, including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the Effective Date specified in the Basic License Information and as they are amended, replaced, supplemented, clarified, corrected, or superseded at any time while any obligations under this Master License or any Pole License are outstanding, whether or not foreseen or contemplated by the parties.

29.5 Successors and Assigns.

The terms, covenants, and conditions contained in this Master License bind and inure to the benefit of the SFPUC and Licensee and, except as otherwise provided herein, their successors and assigns.

29.6 Brokers.

Neither party has had any contact or dealings regarding the license of the License Area, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the license

contemplated herein ("Broker"), whose commission, if any is due, is to be paid pursuant to a separate written agreement between such Broker and the party through which such Broker contracted. In the event that any Broker perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, Licensee shall indemnify the SFPUC from all Claims brought by the Broker. This Section will survive expiration or earlier termination of this Master License.

29.7 Severability.

If any provision of this Master License or the application thereof to any person, entity, or circumstance is invalid or unenforceable, the remainder of this Master License, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Master License will be valid and be enforced to the full extent permitted by Law, except to the extent that enforcement of this Master License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Master License.

29.8 Governing Law and Venue.

This Master License must be construed and enforced in accordance with the laws of the State of California and the City Charter, without regard to the principles of conflicts of law. This Master License is made, entered, and will be performed in San Francisco. Any action concerning this Master License must be brought and heard in San Francisco.

29.9 Entire Agreement.

This Master License, including all exhibits and schedules, contains the entire agreement between the parties, and all prior written or oral agreements regarding the same subject matter are merged into this document. The parties further intend that this Master License, all Pole Licenses, and all exhibits and schedules will constitute one agreement that contains the complete and exclusive statement of its terms and that no extrinsic evidence (including prior drafts and revisions) may be introduced in any judicial, administrative, or other legal proceeding involving this Master License. Licensee hereby acknowledges that neither the SFPUC nor the SFPUC's Agents have made any representations or warranties with respect to the Concrete Poles or this Master License except as expressly set forth herein, and no rights, easements, or additional licenses are or will be acquired by Licensee by implication or otherwise unless expressly set forth herein.

29.10 Time of Essence.

Time is of the essence with respect to all provisions of this Master License in which a definite time for performance is specified.

29.11 Survival.

Expiration or earlier termination of this Master License will not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Master License, or any provision of this Master License that expressly survives termination.

29.12 Recording.

Licensee agrees not to record this Master License, any Pole License, or any memorandum or short form of any of them in the Official Records of the City and County of San Francisco.

29.13 Counterparts.

This Master License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

29.14 No Party Drafter.

Licensee acknowledges that it is entering into the Master License and Pole Licenses issued under the Master License with the SFPUC at arm's length and represents that Licensee is sophisticated and knowledgeable in the matters addressed. In addition, each Party has been represented by experienced and knowledgeable legal counsel, or has had the opportunity to consult with counsel. Accordingly, the provisions of the Master License and each Pole License must be construed as a whole according to their common meaning to achieve the Parties' intents and purposes, without any presumption (including a presumption under Cal. Civ. Code § 1654) against the Party responsible for drafting any part of any license

29.15 Authority to Approve Agreement.

Each person signing this Master License and any Pole License on behalf of Licensee warrants and represents that: (i) he or she has the full right, power, and capacity to act on behalf of Licensee and has the authority to bind Licensee to the performance of its obligations under those agreements without the subsequent approval or consent of any other person or entity; (ii) Licensee is a duly authorized and existing entity; (iii) Licensee is qualified to do business in California; and (iv) Licensee has full right and authority to enter into this Master License and Pole Licenses. Upon the SFPUC's request, Licensee shall provide the SFPUC with evidence reasonably satisfactory to the SFPUC confirming the representations and warranties above.

29.16 Included Exhibits and Schedules.

The following exhibits and schedules are attached to and are incorporated by reference into this Master License.

EXHIBIT A – Form of Pole License

Exhibit A-1 – Form of Acknowledgment Letter

Exhibit A-2 – Sample License Fee and Default Fee Schedule

Exhibit A-3 – Sample SFPUC Installation Standards for New Concrete Poles

EXHIBIT B – Form of Conditional Assignment of Warranties and Guaranties

Appendix 1 – Equipment O&M Manuals Requirements

Appendix 2 – Procedures for the Transmittal of Record Drawings

SCHEDULE 1 – Concrete Pole Installation and Related Work Details and Specifications

SCHEDULE 2 – City Requirements

SCHEDULE 3 – Acceptance Checklist

[Remainder of page intentionally left blank.]

The SFPUC and Licensee have executed this Master License as of the date last written below.

SFPUC:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and
through the SAN FRANCISCO PUBLIC
UTILITIES COMMISSION

By: _____
Harlan K. Kelly, Jr.
General Manager

Date: _____

Approved by:

SFPUC Resolution No. _____

Board Ordinance No. _____ and

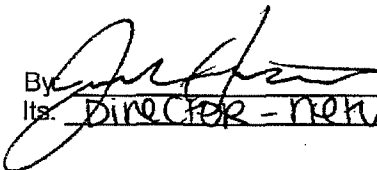
Board Resolution No. _____

LICENSEE:

GTE MOBILNET OF CALIFORNIA LIMITED
PARTNERSHIP, a California limited
partnership, d/b/a VERIZON WIRELESS

By: Celco Partnership

It: General Partner

By:  _____ 10/11/16
Its: DIRECTOR - NETWORK _____

By: _____
Its: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
William K. Sanders
Deputy City Attorney

[Remainder of page intentionally left blank.]

EXHIBIT A
FORM OF POLE LICENSE

Master License between GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless
and the SFPUC

SFPUC Pole No. _____
SFPUC Asset Identification No. _____

In accordance with **Section 7.3** of the Master License, Licensee submits to the SFPUC two partially executed counterparts of this form of Pole License and each of the following as its Pole License application:

1. the sum of \$_____ for the Administrative Fee and the Compliance Fee, each in an amount based on the number of Concrete Poles; and
2. if not previously provided, the Emissions Report.

Licensee acknowledges that: (a) this Pole License will not be effective until the SFPUC returns a fully executed copy to Licensee; (b) Licensee will not have the right to access or install Equipment on the License Area until after Licensee has: (i) submitted a complete Acknowledgment Letter to the SFPUC with all information and funds required; (ii) submitted insurance information to Exigis, the SFPUC's online risk management system, as specified in Exhibit A-1; and (iii) the SFPUC has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgment Letter.

This Pole License is executed and effective as of the last date written below and, upon execution will be the SFPUC's authorization for the San Francisco Planning Department to begin its review of the Pole Locations and plans and specifications proposed in this Pole License application.

LICENSEE:

GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership, d/b/a VERIZON WIRELESS

By: Cellco Partnership
Its: General Partner

By: _____

Its: _____

DIRECTOR-NETWORK

By: _____

Its: _____

Date: _____

APPROVED.

SFPUC:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, operating by and through the SAN FRANCISCO PUBLIC UTILITIES COMMISSION

By: _____
Harlan K. Kelly, Jr. (or his designee)
General Manager

Date: _____

EXHIBIT A-1

Form of Acknowledgment Letter

[Licensee to complete and submit.]

[Alternative to be used if Licensee obtains all Regulatory Approvals within 365 (366 in any leap year) days after Pole License is issued.]

[Date]

San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attention: Real Estate Director

Re: SFPUC Pole No. _____
SFPUC Asset Identification No. _____

Dear Real Estate Director:

This letter will confirm the following: (1) that Licensee has obtained the Public Works Wireless Permit and all other Regulatory Approvals required for the Permitted Use under this Pole License, copies of which are attached to this letter, as specified below; and (2) the Commencement Date of this Pole License is _____, 20__, which is the first day of the month after Licensee obtained all Regulatory Approvals.

This letter also confirms that Licensee has submitted all required insurance information to the SFPUC through Exigis. A check for the Security Deposit for the Pole Licenses issued under the Master License (if not already provided), the Compliance Fee, the service connection fee, and the License Fee for the first License Year of this Pole License is attached [or: Funds for the Security Deposit for the Pole Licenses issued under the Master License, the Compliance Fee, the service connection fees, and the License Fee for the first License Year of this Pole License have been wired to the SFPUC].

Please acknowledge the SFPUC's receipt of this letter and the items listed below, and issue the SFPUC's approval for Licensee to begin installation of Concrete Poles and Equipment on the License Area by signing and returning a copy of this letter.

Very truly yours,

By: _____

Title: _____

Enc.

Check all applicable enclosures:

- Public Works Wireless Permit
- Public Works Encroachment Permit
- Insurance certificates [if Exigis procedures are not complete]
- Contractor's bonds and insurance certificates [if Exigis procedures are not complete]
- Security Deposit for Pole Licenses issued under the Master License
- Compliance Fee
- Service connection fee
- First License Year's License Fee

[Alternative to be used if Licensee does not obtain all Regulatory Approvals within 365 (366 in any leap year) days after Pole License is issued.]

[Date]

San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attention: Real Estate Director

Re: SFPUC Pole No. _____
SFPUC Asset Identification No. _____

Dear Real Estate Director:

This letter will confirm the following:

(1) that Licensee has not obtained the following Regulatory Approvals required for the Permitted Use under this Pole License: _____; and

(2) the Commencement Date of this Pole License is _____, 20__, which is the first anniversary of the effective date of this Pole License.

A check for the Security Deposit for the Pole Licenses issued under the Master License (if not already provided), the Compliance Fee, the service connection fee, and the License Fee for the first License Year of this Pole License is attached.

[or: Funds for the Security Deposit for the Pole Licenses issued under the Master License, the Compliance Fee, the service connection fee, and the License Fee for the first License Year of this Pole License have been wired to the SFPUC].

When Licensee has obtained all Regulatory Approvals, it will provide copies to the SFPUC, submit all required insurance information through Exigis, and request that the SFPUC issue its approval for Licensee to begin installation of Equipment on the License Area.

Very truly yours,

By: _____

Title: _____

Enc.

Check all applicable enclosures:

- Public Works Wireless Permit
- Public Works Encroachment Permit
- SFMTA Encroachment Permit
- Security Deposit for Pole Licenses issued under the Master License
- Compliance Fee
- Service connection fee
- First License Year's License Fee

[Alternative to be used if Licensee obtains all Regulatory Approvals within 365 (366 in any leap year) days after Pole License is issued.]

Dear GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless:

This countersigned copy of your Acknowledgment Letter serves as the SFPUC's notice to Licensee that the SFPUC has: (1) received the Security Deposit for the Pole Licenses issued under the Master License, Compliance Fees, service connection fees, and First Year's License Fee for this Pole License; (2) approved the requested Pole Location and the plans and specifications for installation of Equipment on the License Area; (3) received satisfactory evidence of insurance, including contractors' insurance and bonds, through Exigis; and (4) received copies of the Regulatory Approvals listed above, as well as a copy of the Emissions Report Licensee submitted to Public Works.

The SFPUC concurs with the Commencement Date for this Pole License as specified above. [After reviewing the Regulatory Approvals, the SFPUC has determined that the correct Commencement Date for this Pole License is: _____, 20__.]

Licensee is authorized proceed with the installation of the Concrete Pole and Equipment on the License Area identified in the Pole License in accordance with the Approved Plans and other requirements of the Master License.

By: _____
HARLAN J. KELLY, JR.
General Manager

Date: _____

[Alternative to be used if Licensee does not obtain all Regulatory Approvals within 365 (366 in any leap year) days after Pole License is issued.]

Dear GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless:

This countersigned copy of your Acknowledgment Letter serves as the SFPUC's notice to Licensee that the SFPUC has: (1) received the Security Deposit, service connection fees, and First Year's License Fee for this Pole License; (2) reserved the requested Pole Locations and approved the plans and specifications for installation of Equipment on the License Area, subject to Regulatory Approvals.

The SFPUC concurs with the Commencement Date for this Pole License as specified above. The Licensee Fee and Default Fee Schedule and SFPUC Installation Guidelines for the Pole License are attached. Upon receipt, they will be deemed to be attached to the Pole License as Exhibits A-2 and A-3, respectively.

The SFPUC will provide notice to proceed with installation of Equipment on the License Area in accordance with Approved Plans and other requirements of the Master License after Licensee has submitted to the SFPUC copies of the Regulatory Approvals listed above, along with a copy of the Emissions Report Licensee submitted to Public Works, and provided satisfactory evidence of insurance, including contractors' insurance and bonds, through Exigis.

By: _____
HARLAN J. KELLY, JR.
General Manager

Date: _____

EXHIBIT A-2

LICENSEE FEE AND DEFAULT FEE SCHEDULE

Pole License _____
SFPUC Pole No. _____ with SFPUC asset identification no. _____

LICENSE FEE SCHEDULE	
Annual License Fee per Concrete Pole for 2016	\$4,160
2017	\$4,326.40
2018	\$4,499.46
2019	\$4,679.43
2020	\$4,866.61
2021	\$5,061.28
2022	\$5,263.73
2023	\$5,474.28
2024	\$5,693.25
2025	\$5,920.98
2026	\$6,157.82
2027	\$6,404.13

DEFAULT FEE SCHEDULE			
Violation	Master License location	Initial notice	Follow up notice
Installation of equipment or alterations that are not approved by the SFPUC.	Arts. 6, 7, 8	\$350	\$400
Failure to make required repairs.	Art. 10	\$300	\$350
Violation of requirements regarding access to License Area.	Art. 7	\$300	\$350
Failure to provide evidence of insurance and bonds or maintain insurance	Art. 19	\$300	\$350

EXHIBIT A-3

SFPUC INSTALLATION STANDARDS FOR NEW CONCRETE POLES

[To be updated with each new batch of Pole Licenses.]

Poles:

1. The Licensee may not install any devices besides conductors within the street light pole.
2. If the installation of the DAS equipment requires the removal of signs or banners, the Licensee must reinstall the signs or banners using new straps.
3. Equipment on Concrete Poles:
 - a) All equipment shrouds and skirts mounted on the Concrete Poles must be painted to match the Concrete Pole.
 - b) Licensee is responsible for maintaining the handhold door in original condition.

Conduits:

1. The installation of new conduits to support DAS equipment is the responsibility of the Licensee.
2. The Licensee may use only SFPUC's galvanized rigid steel conduits (nominally 1 ½ inch) illustrated in the approved site plan.
3. Use of SFPUC conduits is contingent upon review and approval subject to the allowable conduit fill percentage under the NESC.
4. All new conduits must be 1 ½" RGS in accordance with SFDPW standard plans for street light conduits.
5. Licensee may not install external conduits on any SFPUC Poles.

Wiring:

1. All Licensee equipment shall be powered with a dedicated electrical circuit that is fused at the point of interconnection.
2. SFPUC uses the following wire colors:
 - a) Red - Hot
 - b) Black - Hot
 - c) White - Neutral
 - d) Green – Ground
3. SFPUC shall install the fuses and fuse holders for the Licensee's ungrounded service conductors (dedicated for Licensee's Equipment) at the POC; and ground their service neutral.
4. For electrical wires, Licensee shall leave hand slack (up to 2') in the pull boxes.
5. Licensee shall install communication wire with length customized to length of conduit run. SFPUC will not accept more than 5' of excess communication wire in an N16 box.
6. Licensee shall consider wrapping the open end of DAS wires with mastic or other material to prevent water intrusion prior to service connection.

7. Licensee shall pull dedicated electrical and communication wires from their equipment through the SFPUC street light conduit to the point of interconnection (POC).
 - a) The SFPUC POC is the N16 box where the streetlight mainline fuse resides (the pull box closest to PG&E's system)

Pull Boxes (N16):

1. Between the pole and the SFPUC POC, there are frequently:
 - a) Street light service box (Service Box, N16, pull box), typically within five feet of the pole location; and
 - b) SFPUC intervening N16 boxes, associated with other street lights on the circuit.
2. In situations where there is no existing N16 box between the PG&E POC and the pole, the SFPUC will require the Licensee to install a new N16 box, which will become the PUC POC.
3. Licensee shall install new pull boxes in compliance with SFDPW standard plans:
 - a) 87201 – Precast Pullbox, Covers and lids
 - b) 87202 – Pull Box Details
 - c) 87203 – Streetlight Service and Circuit requirements
 - d) This includes the legend as directed on 87201 sheet note 6 – streetlights and ground rods as directed on 87202 section A. Refer to 87203 for service grounding and typical streetlight circuit details.
 - e) The lids of Licensee installed N16 boxes shall say either “Street Lighting” or “PUC Street Lighting”.
4. Licensee shall bond and ground PUC conduit to new ground rod in the new N16 box.
5. Licensee shall verify the existence of infrastructure below the sidewalk, such as basements, and shall be responsible for any damage caused by DAS construction.

Sidewalk Conditions

1. Licensee shall repair the concrete sidewalk, surrounding the N16 box, to original or better condition. At decorative sidewalks, the Licensee shall use the same decorative paving material to restore the sidewalk.
2. At existing concrete sidewalks, the Licensee shall remove and replace entire concrete flags surrounding any new pull boxes.

Intercepting PUC Conduits:

1. For any replacement of PUC conductors, Licensee shall leave a 30” loop of new PUC conductors in new N16 and 10” inches for splicing at the base of the pole.
2. Licensee shall install (1) #6 bare ground wire from lugnut in pole to new ground rod in new N16 box.
3. Licensee shall ground their equipment’s service neutral via mechanical compression at the Service Box, using the existing copper ground rod. The Licensee shall avoid over-torquing wires.

Electrical Inspection and Service Connection:

1. Licensee shall contact the SFPUC Engineering Department to complete the service connection and final spicing.
2. All equipment must be installed on the pole, and all wiring from the equipment to the N16 box must be complete before scheduling a service connection.
3. The SFPUC will inspect Licensee's service installations to ensure compliance with DPW Standard Plans and Specifications. Licensee agrees to make any repairs or modifications to its service installations that are necessary to ensure compliance with the approved Standard Plans and Specifications.
4. Licensee shall not: connect any apparatus, machine, or device through the electrical service except in the manner for which such service is designed or as otherwise approved by the SFPUC in the Approved Plans.

EXHIBIT B

CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

APPENDIX 1

APPENDIX 2

SCHEDULE 1
CONCRETE POLE INSTALLATION AND RELATED WORK
DETAILS AND SPECIFICATIONS

SF DPW Engineering Standard Specifications

- Part 6 - Electrical Work General Requirements
<http://www.sfpublicworks.org/sites/default/files/Part6-ElectricalWork.pdf>

- Part 7 Excavation, Backfill and Embankment
<http://www.sfpublicworks.org/sites/default/files/Part7-ExcavationBackfill.pdf>

- Part 8 - Concrete, Metalwork, Painting and Miscellaneous
<http://www.sfpublicworks.org/sites/default/files/Part8-ConcreteMetalworkPainting.pdf>

SF DPW Engineering Standard Plans

- Pre-cast pull box covers and lids:
<http://www.sfpublicworks.org/sites/default/files/87%2C201.pdf>

- Street Light Service and Circuit Requirements
<http://www.sfpublicworks.org/sites/default/files/87%2C203.pdf>

- Street Light on Heavy Concrete Standard Installation Details
<http://www.sfpublicworks.org/sites/default/files/87%2C208.pdf>

- Type D and Type K Bracket Arm Assemblies
<http://www.sfpublicworks.org/sites/default/files/87%2C209.pdf>

- Type D street light with Octagonal Concrete Standard Installation Details
<http://www.sfpublicworks.org/sites/default/files/87%2C211.pdf>

- Single or Twin Street Light on Steel Shaft with Elliptical Bracket Arm
<http://www.sfpublicworks.org/sites/default/files/87%2C212.pdf>
See 2.5 x 5.5' foundation detail

SCHEDULE 2
CITY REQUIREMENTS

[To be updated with each Master License.]

1. Wages and Working Conditions.

With respect to Licensee's installation any Equipment on or any alterations of a Concrete Pole that constitutes construction work on SFPUC Property, including the License Area and any SFPUC rights-of-way, any employee performing installation services for Licensee must be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, be subject to the same hours and working conditions, and receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Licensee shall include in any contract for such work a requirement that all persons performing labor under such contract be paid not less than the highest prevailing rate of wages for the labor so performed. Licensee shall require any contractor to provide, and deliver to the SFPUC upon request, certified payroll reports with respect to all persons performing installation of Equipment and any alterations to the License Area.

2. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate.

In the performance of this Master License, Licensee agrees not to discriminate against any employee of Licensee, any City employee working with Licensee, or applicant for employment with Licensee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Licensee further acknowledges that the Americans with Disabilities Act requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Subject to **Section 14.1** (Compliance with Laws) of the Master License, Licensee acknowledges its obligation to comply with such Act and any other federal, state, or local disability rights legislation.

(b) Subcontracts.

Licensee shall include in all subcontracts for installation of Equipment on Concrete Poles a non-discrimination clause applicable to such subcontractor in substantially the form of Subsection (a) above. In addition, Licensee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all sublicensees and other subcontractors to comply with such provisions. Licensee shall also include that language in any assignment or sublicense agreement affecting any Concrete Pole or the License Area. Licensee's failure to comply with the obligations in this Subsection shall constitute a material breach of the Master License.

(c) Non-Discrimination in Benefits.

Licensee does not as of the date of the Master License and will not during the term of the Master License, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and

retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) HRC Form.

As a condition to the Master License, Licensee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission. Licensee hereby represents that prior to execution of the Master License, (i) Licensee executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) the HRC approved such form.

(e) Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City Property are incorporated in this Section by reference and made a part of the Master License as though fully set forth herein. Licensee shall comply fully with and be bound by all of the provisions that apply to the Master License under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Licensee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of the Master License may be assessed against Licensee and/or deducted from any payments due Licensee.

3. Requiring Health Benefits for Covered Employees.

Unless exempt, Licensee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of the Master License as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in the Master License have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Licensee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Licensee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Licensee is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with Subsection (a) above.

(c) Licensee's failure to comply with the HCAO shall constitute a material breach of the Master License. City must notify Licensee if such a breach has occurred. If, within 30 days after receiving City's notice of a breach of the Master License for violating the HCAO, Licensee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Licensee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subcontract entered into by Licensee shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Licensee must notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Licensee shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Licensee based on the Subcontractor's failure to comply, provided that City has first provided Licensee with notice and an opportunity to obtain a cure of the violation.

(e) Licensee must not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Licensee's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Licensee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Licensee shall keep itself informed of the current requirements of the HCAO.

(h) Licensee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Sublicenses, as applicable.

(i) Licensee shall provide City with access to records pertaining to compliance with HCAO after receiving a request from City to do so and being provided at least five business days to respond.

(j) City may conduct random audits of Licensee to ascertain its compliance with HCAO. Licensee agrees to cooperate with City when it conducts such audits.

(k) If Licensee is exempt from the HCAO when the Master License is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Licensee later enters into an agreement or agreements that cause Licensee's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the Commencement Date of any license or other agreement that causes the cumulative amount of agreements between Licensee and the City to be equal to or greater than \$75,000 in the fiscal year.

4. MacBride Principles - Northern Ireland.

The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Sections 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Licensee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

5. Tropical Hardwood and Virgin Redwood Ban.

The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood or tropical hardwood wood product, virgin redwood, or virgin redwood wood product except as expressly provided by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

6. Restrictions on the Use of Pesticides.

Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "IPM Ordinance") describes an integrated pest management ("IPM") policy to be implemented by all City departments. Licensee must not use or apply or allow the use or application of any pesticides on the License Area, and must not contract with any party to provide pest abatement or control services to the License Area, without first receiving the City's written approval of an integrated pest management plan that: (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this Licensee; (ii) describes the steps Licensee will take to meet the City's IPM Policy described in Section 300 of the IPM Ordinance; and (iii) identifies, by name, title, address and telephone number, an individual to act as the Licensee's primary IPM contact person with the City. Licensee shall comply, and shall require all of Licensee's contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Licensee were a City department. Among other matters, such provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort; (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment); (c) impose certain notice requirements; and (d) require Licensee to keep certain records and to report to City all pesticide use by Licensee's staff or contractors. If Licensee or Licensee's contractor will apply pesticides to outdoor areas, Licensee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation and any such pesticide application shall be made only by or under the supervision of a person holding a valid Qualified Applicator certificate or Qualified Applicator license under state law. City's current Reduced Risk Pesticide List and additional details about pest management on City Property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

7. Prohibition of Advertising.

Licensee acknowledges and agrees that no advertising of any kind is allowed on the License Area. Advertising does not include the installation of the name plate described in Section 6.1.1 (Identification of Licensee's Equipment) of the Master License.

8. Preservative-Treated Wood Containing Arsenic.

As of July 1, 2003, Licensee must not purchase preservative-treated wood products containing arsenic in the performance of the Master License unless an exemption from the requirements of San Francisco Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" means wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Licensee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Licensee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" means a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

9. Conflicts of Interest.

Through its execution of the Master License, Licensee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that

if Licensee becomes aware of any such fact during the term of the Master License, Licensee shall immediately notify the City.

10. Notification of Limitations on Contributions.

Through its execution of the Master License, Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Licensee further acknowledges that the prohibition on contributions applies to each Licensee; each member of Licensee's board of directors, and Licensee's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee. Additionally, Licensee acknowledges that Licensee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Licensee further agrees to provide to City the name of each person, entity, or committee described above.

11. Sunshine Ordinance.

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement, or other benefit until and unless that person or organization is awarded the contract, lease, agreement, or benefit. Information provided which is covered by this Section will be made available to the public upon request.

12. Consideration of Criminal History in Hiring and Employment Decisions.

(a) Licensee agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of the Master License as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org>. A partial listing of some of Licensee's obligations under Chapter 12T is set forth in this Section. Licensee is required to comply with all of the applicable provisions of Chapter 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in the Master License shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to Licensee's or a subcontractor of Licensee's operations ("Covered Subcontractor") to the extent those operations are in furtherance of the performance of the Master License, and shall apply only to applicants and employees who would be or are performing work in furtherance of the Master License.

(c) Licensee shall incorporate by reference in all agreements/subcontracts with Covered Subcontractors the provisions of Chapter 12T, and shall require all such Covered Subcontractors to comply with such provisions. Licensee's failure to comply with the obligations in this subsection shall constitute a material breach of the Master License.

(d) Licensee or Covered Subcontractor must not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Licensee or Covered Subcontractor must not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in Subsection (d), above. Licensee or Covered Subcontractor must not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Licensee or Covered Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under the Master License, that Licensee or Covered Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Licensee and Covered Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under Licensee or Subcontractor's control at which work is being done or will be done in furtherance of the performance of the Master License. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Licensee understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of the Master License.

13. Local Hire. Licensee's construction activities are subject to the San Francisco Local Hiring Policy for Construction ("Local Hire Policy") (San Francisco Administrative Code Section 6.22(G) unless the activities are undertaken and contracted for by Licensee and are estimated to cost less than \$750,000 per building permit; are in connection with the set-up, execution and strike of special events of 4 or more consecutive or non-consecutive days costing in excess of \$400,000; or meet any of the other exemptions in San Francisco Administrative Code Section 6.22(G). Accordingly, Licensee, as a condition of this License, agrees that, unless subject to an exemption or conditional waiver, Licensee shall comply with the obligations in San Francisco Administrative Code Section 6.22(G), and shall require Licensee's sublicensees to comply with those obligations to the extent applicable. Before starting any work subject to this Section, Licensee shall contact the City's Office of Economic Workforce and Development ("OEWD") to verify the Local Hire Policy requirements that apply to that work and shall comply with all such requirements. Licensee's failure to comply with the obligations in this subsection

shall constitute a material breach of this License and may subject Licensee and its sublicensees to the consequences of noncompliance specified in the Local Hire Policy, including but not limited to penalties.

(1) For each contractor and subcontractor performing improvements in amounts exceeding the threshold amount above for a Covered Project, Licensee and its sublicensees shall comply with the applicable mandatory participation levels for Project Work Hours performed by Local Residents, Disadvantaged Workers, and Apprentices set forth in Administrative Code Section 6.22(G)(4).

(2) For Covered Projects estimated to cost more than \$1,000,000, prior to commencement of any work subject to the Local Hire Policy, Licensee and its sublicensees shall prepare and submit to the SFPUC and OEWD for approval a local hiring plan for the project in accordance with Administrative Code §6.22(G)(6)(a).

(3) Licensee and its sublicensees shall comply with applicable recordkeeping and reporting requirements and shall cooperate in City inspections and audits for compliance with the Local Hire Policy, including allowing access to employees of its contractors and subcontractors and other witnesses at the License Area.

(4) Licensee agrees that (i) Licensee shall comply with all applicable requirements of the Local Hire Policy; (ii) the provisions of the Local Hire Policy are reasonable and achievable by Licensee and its sublicensees; and (iii) Licensee and its sublicensees have had a full and fair opportunity to review and understand the terms of the Local Hire Policy.

SCHEDULE 3

ACCEPTANCE CHECKLIST

SFPUC DAS PROGRAM
CONCRETE POLE ACCEPTANCE CHECK SHEET
 Requirements for Completeness Determination

ITEM #	DELIVERABLES	LOCATION	DATE RECEIVED	INITIAL
1	All equipment operation and maintenance manuals: <i>(See Appendix 1)</i>			
2	Final as-builts on AutoCAD <i>(See Appendix 2)</i>			
3	All submittals for the street light improvements			
4	Documentation of training. All training materials and logs of all people who attended training.			
5	Provide documentation of all street light testing (documentation includes date sheets for the specific tests and who witnessed the tests.)			
6	All spare Concrete Poles and parts turned over into the inventory warehouse			
7	All permits related to construction, installation, and dedication.			

EXHIBIT B

CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

FOR VALUE RECEIVED, [LICENSEE NAME IN CAPS], a [legal form of entity and state of formation, e.g., "Delaware limited liability company"] ("Licensee"), conditionally assigns to the CITY AND COUNTY OF SAN FRANCISCO (the "City"), acting by and through the SAN FRANCISCO PUBLIC UTILITIES COMMISSION (the "SFPUC"), to the extent permissible, all of its right, title, and interest in all warranties and guaranties (each a "Warranty," or collectively, the "Warranties") related to certain street light poles described below.

This Conditional Assignment of Warranties and Guaranties (this "Assignment") is being made in accordance with and is incorporated into the Master License for Concrete Poles between Licensee and the SFPUC. The SFPUC is the city agency that will have jurisdiction of and operate [arabic number] Concrete Poles that Licensee will install at Pole Locations specified in the Pole License issued under the Master License.

CONDITIONS

1. Warranty Repairs. Licensee either has entered into a contract to provide repair services for the Concrete Poles while the Warranties are in effect, or has the right to demand that the fabricator make repairs while the applicable Warranties are in effect. Licensee acknowledges that the City, as the owner of the Concrete Poles, will be entitled to exercise rights under certain indemnities, warranties, or other commitments given by Licensee under the Master License, which are not affected by this Assignment. Therefore, Licensee and the SFPUC agree that:

a. In general, the SFPUC must provide notice to Licensee at least 10 business days before the SFPUC exercises a right of repair, warranty, guaranty, or similar right with respect to Concrete Poles subject to a Warranty (the "Warranty Notice Period"). Within the Warranty Notice Period, Licensee, at its option, without any requirement that it do so, may enforce the Warranty directly, but, if it does so, Licensee must provide notice to the SFPUC before the Warranty Notice Period expires. If Licensee either fails to provide such notice to the SFPUC, or provides notice but then fails to pursue the Warranty diligently, as determined in the SFPUC's reasonable judgment, the SFPUC will have the sole right and privilege to enforce the Warranty.

b. In an emergency, SFPUC will have the right to use any means it deems proper to repair the Concrete Poles without prior notice to Licensee, and the SFPUC's actions will not impair its rights in relation to Licensee under this Assignment or the Master License. The City agrees to provide Licensee with notice of emergency repairs and the costs of the repairs to be claimed under the applicable Warranties within 24 hours after the costs are incurred or, if not practicable, as soon as reasonably practicable. In no event will Licensee be obligated to reimburse the SFPUC for costs not covered by the Warranties, except to the extent such costs arise from the acts or omissions of Licensee, its agents or its invitees.

c. In all circumstances, Licensee agrees to cooperate and assist the SFPUC with its efforts to enforce any Warranties.

2. Warranties in Effect. Licensee represents that it: (a) will not take and has not taken any action, and has not failed to take any required action or done anything that could limit the enforceability of the Warranties and the Master License; and (b) has followed all start-up and monitoring procedures required to keep the Warranties in effect.

3. Notices and Communications. Notices and communications between Licensee and the SFPUC will be governed by the Master License.

4. General Provisions.

a. This Assignment may be executed in one or more counterparts, each of which will be an original and all of which will be one instrument.

b. The terms of this Assignment may not be modified or amended except in a writing executed by both parties.

c. A party's express waiver or failure to enforce any provision of this Assignment will not operate as a waiver of any future breach of the same or any other provision.

d. This Assignment will be binding on and inure to the benefit of the successors and assigns of Licensee and the SFPUC.

e. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of California.

f. Nothing in this Assignment may be construed in any way to alter, amend, or otherwise relieve Licensee of its indemnity, warranty, and guaranty obligations under the Master Lease.

g. Attached exhibits are incorporated into this Assignment by reference.

This Assignment is executed as of the last date listed below.

LICENSEE:


[NAME]

By:

Its:

By:

Name:


JACOB HAMILTON

Its: DIRECTOR-NETWORK

Accepted.

CITY:

THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation,
acting by and through the Public Utilities Commission

By: _____
HARLAN J. KELLY, JR.
General Manager

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
William Sanders Deputy City Attorney

EXHIBIT B-1

List of Concrete Poles

EXHIBIT B-2

Schedule of Warranties and Other Obligations

Warranties					
Warrantor	Coverage	Term	Began	Ends	Conditions

Appendix 1 to Exhibit B
EQUIPMENT O & M MANUALS REQUIREMENTS

A. PURPOSE

To establish a requirement for acceptance of equipment O & M manuals for all facilities that will be operated or maintained by the SFPUC.

B. DISCUSSION

1. Operation and Maintenance Manuals

- a. See Attachment 1 for the minimum O&M manual requirements.
- b. The equipment operation and maintenance manuals must be submitted by the Licensee and accepted by the SFPUC in their final and complete form before the SFPUC will seek approval to accept Licensee's dedication of poles and related improvements.
- c. It is imperative that Licensee provide O & M manuals prior to equipment start-up and system testing in order to ensure a smooth transition from Licensee installation to SFPUC operation.
- d. Equipment O & M manuals are necessary for the proper start – up and training of SFPUC personnel and for SFPUC personnel to carry out the manufacturers' recommended maintenance practices.

C. OPERATION AND MAINTENANCE MANUALS

1. Submittal Procedure

- a. Licensee shall submit four draft copies of the O & M manual for review. This should be done early enough so that the final O & M manuals can be submitted before the newly fabricated poles are delivered. The project engineer shall solicit review comments from SFPUC engineering staff.
- b. The SFPUC shall return one marked – up review copy to Licensee for corrections.
- c. Licensee shall return one -corrected copy for SFPUC review of conformance to SFPUC comments.
- d. After receiving final approval from the SFPUC, Licensee shall prepare the transmittal sets. Final approval of the O & M manuals will be made by the Project Manager.
- e. Licensee shall furnish two final transmittal copies of the approved O & M manuals and two electronic file copies of text material before the poles are delivered.

- f. The SFPUC shall also check the electronic files for conformance with the O & M hard copies.
2. Electronic File Backup
- a. The specifications will require that all O & M manual text material be written in Microsoft Word. Two electronic file copies with the final approved text written for the equipment O & M manuals shall be transmitted to the SFPUC.
 - b. Drawings generated by the Contractor for a particular O & M manual shall be in the latest version of AUTOCAD. Two electronic file copies with the final approved AUTOCAD drawings shall be transmitted to the SFPUC.

ATTACHMENT 1

Minimum Requirements for O & M Manuals:

- a. Bill of Materials for all equipment furnished
- b. Electrical schematics for specific equipment
- c. Preventive maintenance program with maintenance schedule in tabular form
- d. Installation procedure
- e. Safety, including vendor's recommended code of safe practice
- f. Special tools requirements
- g. Vendor contacts (corporate and local)

Appendix 2 to Exhibit B

PROCEDURES FOR THE TRANSMITTAL OF RECORD DRAWINGS

A. PURPOSE

To establish a procedure for acceptance of As-Built Drawings for all facilities that will be operated or maintained by the SFPUC.

B. DISCUSSION

1. Record Drawings

As-Built Drawings are an integral part of concrete pole fabrication, and as such, must be submitted by Licensee and accepted by the City in their final and complete form.

C. RECORD DRAWINGS

The Licensee shall provide one set of full –size blue line drawings with “As-Built Drawing” stamp for the SFPUC’s certification of corrections. The Licensee shall record in red pencil or red ink, all changes in the work on the full – size blue-line stamped drawings. The changes will be inspected monthly by the SFPUC.

2. Prior to Final Completion of the work, Licensee shall furnish to the SFPUC the final As-Built Drawings showing all changes to the Plans that were made during the course of construction in AutoCAD in an electronic file. The As-Built Drawings shall reflect all intermediate changes in the work previously submitted.