

**MASTER LICENSE AGREEMENT
FOR
SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

This MASTER LICENSE AGREEMENT FOR SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY (the "Master License Agreement") is made this ____ day of _____, 20____ ("Effective Date") by and between the Town of Paradise Valley, an Arizona municipal corporation ("Licensor" or "Town") and _____, a(n) _____, authorized to do business in Arizona ("Licensee").

RECITALS and DEFINITIONS

I. Recitals.

A. Licensor owns or holds a legal interest in public roads, streets and alley and all other dedicated public rights-of-way, and public utility easements within the boundaries of the Town of Paradise Valley (collectively, the "Right-of-Way" or "ROW").

B. Licensor is responsible for the management of the right-of-way within Town's boundaries. Pursuant to A.R.S. §§ 9-240, 9-276 and 9-582, the Town has exclusive control of the Right-of-Way.

C. As defined and authorized by Town Code § 2-5-2(I) and Zoning Ordinance § 1102.2(E), Small Wireless Facilities may be installed in the Right-of-Way, including being attached to Utility Poles.

D. Any Town-owned Utility Pole approved for such private use shall retain its primary governmental purpose, and Licensee occupying public property must not interfere with those purposes in any way, nor create an unreasonably dangerous condition for the public.

E. Licensee desires to construct, install, operate, maintain, repair, and replace Small Wireless Facilities on a portion of the Right-of-Way (the "Use Areas"), subject to the requirements of this Master License Agreement.

F. The Use Areas and the Small Wireless Facilities are all as shown on the Site Plan attached to each Administrative Small Wireless Facility Permit. Notwithstanding anything in this Master License Agreement to the contrary, the Use Areas and Small Wireless Facilities exclude any portion of the ROW or any item not shown on the Site Plan that is approved pursuant to an Administrative Small Wireless Facility Permit.

G. Licensor desires to grant to Licensee a license to construct, install, operate, maintain, repair and replace Small Wireless Facilities subject to the requirements of this Master License Agreement, Town Code § 2-5-2(I) and as specified in each specific Administrative Small Wireless Facility Permit granted pursuant to this Master License Agreement (the "Permitted Uses").

H. Licensor desires to reserve rights to construct and use and allow others to construct and use all manner of additional improvements upon the Use Areas subject to the requirements of this Master License Agreement and the rights granted to Licensee herein.

II. Definitions. For purposes of the Master License Agreement:

- a. "Additional Insureds." As defined in Section 11.1.5 as Licensor's elected officials, employees, officials, representatives, officers and agents.
- b. "Administrative Small Wireless Facility Permit" or "Administrative SWF Permit." The administrative permit approved by the Town authorizing the installation of Small Wireless Facilities and ancillary electric meter, at a specific site in the Town's Right-of-Way.
- c. "Antenna." Communications equipment that transmits or receives electromagnetic radio frequency signals and that is used as part of a Small Wireless Facility.
- d. "Application" or "Administrative Small Wireless Facility Permit Application" or "Administrative SWF Permit Application." The application referred to in Town Code § 2-5-2(l) that requires an applicant to provide all required documentation and information to support administrative approval of a request to use Town Right-of-Way for a Small Wireless Facility.
- e. "As-Built Plans." The Final Plans amended to include all locations, dimensions, features and all pertinent details of completed structure or infrastructure as actually installed.
- f. "Base Use Fee Payment." As defined in Section 3.1.1.
- g. "Communication Equipment." The wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that are specified on the Site Plan. The Communications Equipment is limited to the actual equipment such as the fiber vault, electrical disconnect, faux rock battery back-up, the electric termination vault, and the Antenna, all as shown on the Site Plan. Notwithstanding anything in this Master License Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan, and, in particular, excludes above-ground electrical meters.
- h. "Competing Activities." As defined in Section 1.16.2.
- i. "Competing Users." Entities that own the water pipes, cables and wires, pavement, and other facilities that may be located within the Right-of-Way. The Competing Users include without limitation, the Town, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Areas.
- j. "Completion Deadline." One hundred eighty (180) days from the date of the issuance of the Administrative Small Wireless Facility Permit to Licensee.
- k. "Construction Completion Date." The date that the Licensor issues a certificate evidencing the completion of construction of the SWF that was authorized pursuant to an issued Administrative Small Wireless Facility Permit.
- l. "Encroachment Permit." A permit issued by the Town that allows the Licensee to perform work in the Right-of-Way and to install and operate improvements in the Right-of-Way.
- m. "Equipment Areas." As defined in Section 1.6.
- n. "Events of Default." As defined in Section 9.1.

o. "Faux Cactus." An Antenna and support structure that, in general, is a 24-foot faux cactus installation that conforms to the design and aesthetics requirements set forth in Town Code § 2-5-2(I) and the Town's standard design details (provided with an Application for a Small Wireless Facility).

p. "Fee Payments." As defined in Section 3.1.

q. "Final Plans." As defined in Section 6.10.

r. "Indemnity." As defined in Section 11.7.

s. "Licensee Contract Administrator." An experienced person to supervise all activities upon the Use Areas and operation of the Small Wireless Facility and the Communications Equipment and who shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and the day-to-day operation of the Right-of-Way and all other matters affecting this Master License Agreement and issued Administrative Small Wireless Facility Permits.

t. "Licensee's Improvements." As defined in Section 6.2.

u. "Licensee Insolvency." As defined in Section 9.1.6.

v. "Licensor's Contract Administrator." That person specified by Licensor's Town Manager, to fulfill all responsibilities of the Licensor's Contract Administrator, as such may be changed from time to time by the direction of the Licensor's Town Manager.

w. "Liens." As defined in Section 16.1.2.

aa. "Permitted Uses" As defined in Recital G and Section 4.1.

bb. "RF." Radio frequency.

cc. "Qualified Operator." As defined in Section 16.2.1.

dd. "Relocation Work." As defined in Section 1.16.7.

ee. "Reserved Right." As defined in Section 1.16.

ff. "Right of Way" or "ROW." The area on, below or above a public roadway, highway, street, sidewalk, alley or utility easement. Right-of-Way does not include a federal interstate highway, a state highway or state route under the jurisdiction of the department of transportation, a private easement, property that is owned by a special taxing district, or a utility or other easement that does not authorize the deployment sought by the Licensee.

gg. "Rush Hours." As defined in Section 6.25.22.

hh. "Safety Paragraph." As defined in Section 1.16.10.

ii. "Signal Route." An underground cable route identified in each Site Plan from the Equipment Areas to the Antenna to be used by Licensee solely for underground radio frequency lines between the Equipment Areas and the Antenna.

jj. "Site Plan." The schematic plans showing a depiction of the Use Areas, and the location of the SWF, including but not limited to, Communications Equipment, Antennas, Antenna support structures (existing or replacement Utility Pole or Faux Cactus), fall zone, existing conditions (SWF, roads, sidewalks, driveways, etc.) within 100 feet of the proposed SWF, and any and all other depictions or technical specifications required by the Town.

kk. "Site Documents." As defined in Section 1.12.

ll. "Small Wireless Facility" or "SWF." As defined in Town Code Section 2-5-2(I).

mm. "Street Classifications." As defined in Section 6.24.

nn. "Supplemental Parcel Agreement." An Agreement obtained from the owner of land authorizing Licensee to use property outside the Right-of-Way.

oo. "Third Party Areas" means the portions of the Right-of-Way, such as canal crossings or other areas that for any reason have limited Right-of-Way dedications or that have regulatory use restrictions imposed by a third party.

pp. "Toxic Substances." Any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements.

qq. "Use Areas." As defined in Recital E and Sections 1.3, and 1.4.

rr. "Utility Pole." As defined in Town Code, Section 2-5-2(I), means a pole or similar structure that is used in whole or in part for communications services, electric distribution, lighting or traffic signals, but excludes a monopole.

ss. "Violation Use Fee Payment." As defined in Section 3.1.3.

tt. "Violation Use Fee Provisions." As defined in Section 9.3.

uu. "Work Classifications." As defined in Section 6.23.

NOW, THEREFORE, for and in consideration of the foregoing, the amount hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and other good and valuable consideration, Licensor and Licensee agree as follows:

I. USE AREAS

1. Use Areas. Licensor hereby grants to Licensee a license to use the Use Areas as follows:

1.1. Authority to Use Right-of-Way. Upon approval of a Master License Agreement for Small Wireless Facilities in the Right-of-Way, Town grants to Licensee a license to use the Use Areas to construct, install, operate and maintain Small Wireless Facilities in the Town's Right-of-Way upon issuance of an Administrative Small Wireless Facility Permit for each Use Area as set

forth below:

1.2. Use Areas for SWF Defined. The Use Areas are the portions of the Right-of-Way within the Town's geographic limits. The land comprising the Right-of-Way will decrease, increase, and otherwise change over time due to abandonments, dedications, annexation, de-annexations, and other events that affect the amount of land included in Licensor's Right-of-Way. This Master License Agreement shall not allow Licensee to use Right-of-Way that is abandoned, condemned, removed from the Town's boundaries, or otherwise is no longer part of Licensor's Right of Way. Should any Small Wireless Facility or Communications Equipment be located in Right-of-Way that is abandoned, condemned, removed from the Town's boundaries, or otherwise is no longer part of Licensor's Right-of-Way, Licensee shall relocate its Small Wireless Facility and the Communications Equipment to other designated areas of Town Right-of-Way at Licensee's sole cost.

1.3. Limitations. Notwithstanding anything in this Master License Agreement to the contrary, the Use Areas include and are limited to only certain areas of Town Right-of-Way that Licensee is permitted to use and occupy as such are identified on the Site Plan that is approved by Licensor as part of the Administrative SWF Permit required for each SWF location. Notwithstanding Sections 1.15.2 (Competing Activities) and 1.15.5 (Use Priorities), Licensee shall have exclusive use of the land area occupied by the Communications Equipment to be installed in the Use Areas and on all parts of each Antenna as necessary to allow normal operations without interference. No construction may commence on any SWF until after a Site Plan has been submitted for such SWF and the Licensor has approved the Administrative SWF Permit for such SWF.

1.4. Use Areas Boundary. The Use Areas is the smallest geometric shape that encompasses the Site Plan. The Use Areas excludes other parts of the Right-of-Way and all other land. Licensee shall not occupy or use any other portion of the Right-of-Way or adjoining lands for the installation, placement or construction of SWF. This Master License Agreement or an approved Administrative SWF Permit do not allow any use of Licensor's land outside the Use Areas. If Licensee intends to install, place or construct any portion of its SWF on land outside of the Use Area (including other portions of the Right-of-Way), Licensee must first obtain from the owner of said land (including Licensor, if applicable) a Supplemental Parcel Agreement. If any portion of Licensee's work, improvement or equipment is to be located on other land, then such work, improvements and equipment are prohibited unless Licensee first obtains from the owner of said land (including Town, if applicable) an agreement allowing such work, improvements and equipment (a "Supplemental Parcel Agreement").

1.5. Temporary Construction. No temporary construction area is provided by this Master License Agreement or issued Administrative SWF Permit. Licensor must obtain from Town a separate written document giving Licensor permission to work in the Right-of-Way, as described elsewhere herein.

1.6. Equipment Areas. The land area shown on each Site Plan to be used by Licensee solely for the installation, placement and construction of the fiber vault, electrical disconnect, faux rock battery back-up, the electric termination vault, and equipment cabinet, if such cabinet is allowed pursuant to the Siting Standards established in Town Code § 2-5-2(l), all as shown on each Site Plan.

1.6.1. Use of Existing or Replacement Utility Pole. The area on the existing or replacement Utility Pole defined as "Antennas" on the Site Plan is to be used solely for mounting the Antennas. Such area is confined to the Town-approved elevations and locations actually occupied by the Antennas and their supporting brackets. If the Site Plan does not show a clearly

defined and correctly labeled "Antennas" area, then no Antennas area is available for Licensee's use under an issued Administrative SWF Permit and any Antennas for Licensee's use must be located outside the Right-of-Way and authorized by a Supplemental Parcel Agreement.

1.6.2. Use of Faux Cactus. Any Faux Cactus on the Site Plans shall be used by Licensee to conceal the Antennas by mounting Antennas on the interior and, to the greatest extent possible, to locate all other equipment within the Faux Cactus structure.

1.6.3. Signal Route. An underground cable route (the "Signal Route") labeled as the "Signal Route" on the Site Plan from the Equipment Areas to the Antenna shall be used by Licensee solely for underground radio frequency lines between the Equipment Areas and the Antennas. Notwithstanding the preceding sentence, the portion of the Signal Route upon the Utility Pole or Faux Cactus shall not be underground but shall be within the Utility Pole or Faux Cactus. If the Site Plan does not show a clearly defined and correctly labeled Signal Route area, then no Signal Route area is available for Licensee's use under this Master License Agreement and/or Administrative SWF Permit and any Signal Route for Licensee's use must be located outside the Right-of-Way and authorized by a Supplemental Parcel Agreement.

1.7. Power and Telephone Service. This Master License Agreement does not grant permission for any portion of the power, telephone or other service routes, if any. (Use of the Rights-of Way or public utility easements for these purposes, if any, is governed by normal Town right-of-way rules and policies and by the franchise between the Town and the electrical and telephone service providers, and not by this Master License Agreement.)

1.8. Acceptance. Licensee hereby accepts the Use Areas as specified in this Agreement.

1.9. Rights in Adjacent Land. Licensee's rights are expressly limited to the real property defined as the "Use Areas" in an issued Administrative SWF Permit. Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Use Areas is owned, dedicated, abandoned or otherwise acquired, used, improved or disposed of by Licensors, such property shall not accrue to Licensee or the issued Administrative SWF Permit but shall be the exclusive property of the Licensors.

1.10. Reserved.

1.11. Licensee to Submit Complete Site Plans. It is Licensee's responsibility to ensure that the Site Plans to be submitted for each Administrative SWF Permit correctly show the work that Licensee intends to perform, that the Site Plans correctly show all improvements and equipment that Licensee intends to be located on the Use Areas, and that the Site Plans show no work, improvements or equipment outside the Use Areas properly depicted and labeled on the Site Plans. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plans. Any refinement or other change to the Site Plans after Licensors approves the Administrative SWF Permit for each SWF is void unless Licensee obtains Licensors' approval of the change pursuant to the Administrative SWF Permit approval process and pursuant to all applicable regulatory requirements.

1.12. Condition of Title. Licensee's rights hereunder are subject to covenants, conditions, restrictions, easements, agreements, liens, reservations and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to or agreements or documents regarding the Use Areas and any and all existing or future agreements allowing any use of the Use Areas and all amendments to any such agreements (collectively the "Site Documents").

Licensee's rights to use the Use Areas under this Agreement are limited to a subset of the interests held by Licensors under the Site Documents. Licensee shall not violate the interests held by Licensors under the Site Documents. Licensee shall not have power to amend, modify, terminate or otherwise change the Site Documents or create new Site Documents.

1.12.1. Licensors do not warrant its own or any other person's title to or rights to use the Use Areas or any other property.

1.12.2. Licensee shall pay, indemnify, defend and hold harmless Licensors and its elected officials, employees, agents and representatives of, from and against any and all claims, demands, damages, expenses, interest or penalties of any kind or nature whatsoever, including attorneys', arbitrators' and experts' fees and court costs that arise from or relate to Licensee's non-compliance with the Site Documents.

1.13. Condition of Use Areas. The Use Areas are being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use.

1.14. Limited Rights in Use Areas. This Master License Agreement and issued Administrative SWF Permits grants Licensee no rights to or use of the Use Areas other than those expressly granted herein.

1.15. Reserved Right and Competing Users and Activities. Notwithstanding anything in this Master License Agreement to the contrary, Licensors specifically reserves to itself and excludes from this Master License Agreement a non-exclusive delegable right (the "Reserved Right") over the entire Use Areas for all manner of real and personal improvements and for streets, sidewalks, trails, landscaping, utilities and every other land use of every description. Without limitation:

1.15.1. Competing Users. Water pipes, pavement, and other facilities may all be located within the same areas of Right-of-Way where Communications Equipment is located. Licensee accepts the risk that Licensors and others (the Competing Users) may now or in the future install their facilities in the Use Areas in locations that make parts of the Right-of-Way unavailable for Licensee's use.

1.15.2. Competing Activities. Licensee accepts the risk that there may now or in the future exist upon the Use Areas all manner of work and improvements upon the Use Areas (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Areas and whether occasioned by existing or proposed uses of the Right-of-Way or existing proposed uses of adjoining or nearby land:

1.15.2.1. All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances.

1.15.2.2. All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, and all manner of other utility facilities and their appurtenances.

1.15.2.3. All manner of canals, drains, bridges, viaducts, overpasses,

underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances.

1.15.2.4. Proper operation of streetlights, traffic signals, Utility Poles or other Town property or service.

1.15.2.5. All other uses of the Right-of-way that Licensor may permit from time to time.

1.15.3. Reserved Right. The Reserved Right includes the right to use and allow other Competing Users to conduct Competing Activities at any location upon the Use Areas.

1.15.4. Licensor's Rights Cumulative. All of Licensor's Reserved Rights under various provisions of this Master License Agreement shall be cumulative to each other.

1.15.5. Use Priorities. This Master License Agreement does not grant to Licensee or establish for Licensee any exclusive rights or priority in favor of Licensee to use the Use Areas. Licensee shall not obstruct or interfere with or prevent any Competing User from using the Use Areas.

1.15.6. Regulation. Licensor shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, Licensor may take any or all of the following into account in regulating use of the Use Areas:

1.15.6.1. All timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities.

1.15.6.2. All other factors Licensor may consider relevant, whether or not mentioned in this Master License Agreement.

1.15.6.3. Differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

1.15.7. Communications Equipment Relocation. Upon one hundred eighty (180) days' notice from Licensor, Licensee shall temporarily or permanently relocate or otherwise modify the Communications Equipment (the "Relocation Work") as follows:

1.15.7.1. Licensee shall perform the Relocation Work at its own expense when required by Licensor's Town manager or designee.

1.15.7.2. The Relocation Work includes all work determined by Licensor to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting or relocating any portion of the Communications Equipment.

1.15.7.3. Licensor may perform any part of the Relocation Work that has not been performed within the allotted time. Licensee shall reimburse Licensor for its actual costs in performing any Relocation Work. Town has no obligation to move Licensee's, Town's or others' facilities, but will in good faith assist Licensee to find a new location and to expedite the approval process.

1.15.7.4. Licensors and not Licensees shall be entitled to use any of Licensee's facilities that are abandoned in place or that are not relocated on Licensors request.

1.15.7.5. All Relocation Work shall be subject to and comply with all other provisions of this Master License Agreement, the issued Administrative SWF Permit, and the Town Code.

1.15.8. Disruption by Competing Users. Neither Licensors nor any agent, contractor or employee of Licensors shall be liable to Licensee, its customers or third parties for any service disruption or for any other harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

1.15.9. Emergency Disruption by Licensors. Licensors may remove, alter, tear out, relocate or damage portions of the Communications Equipment in the case of fire, disaster, other emergencies or if necessary to protect the public health, safety, welfare or Town Property if Licensors Town Manager or designee deems such action to be reasonably necessary under the circumstances. In such event, neither Licensors nor any elected official, agent, contractor or employee of Licensors shall be liable to Licensee or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, Licensors shall consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Communications Equipment. In any event, Licensors shall inform Licensee after such actions. Licensee's work to repair or restore the Communications Equipment shall be Relocation Work.

1.15.10. Public Safety. If the Communications Equipment or any other Licensee equipment, improvements or activities within the Use Areas present any immediate hazard or impediment to the public, to Licensors or its employees, to other improvements or activities within or without the Use Areas, or to Licensors ability to safely and conveniently operate the Right-of-Way or perform Licensors utility, public safety and other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with Licensors requests to secure the Use Areas, and otherwise cooperate with Licensors at no expense to Licensors to remove any such hazard or impediment. Licensee's work crews shall report to the Use Areas within four (4) hours of any request by Licensors under this paragraph (the "Safety Paragraph").

1.15.11. Third Party Permission. There may be portions of the Right-of-Way, such as canal crossings or other areas that for any reason have limited right-of-way dedications or that have regulatory use restrictions imposed by a third party ("Third Party"). Areas subject to such restrictions or regulations by Third Parties are referred to as "Third Party Areas" and communications equipment may not be built without permission from the Third Party or Third Parties that have property rights or regulatory authority over a specific Third Party Area. Licensee's right to use any Use Areas shall be suspended, but not its obligations with respect thereto, during any period that a Third Party Permission is not in effect.

II. TERM OF AGREEMENT

2. Term of Agreement. The term of this Master License Agreement shall be as follows:

2.1. Initial Term. The Initial Term of this Master License Agreement shall be for a period of ten (10) years commencing on the effective date stated herein, and the terms of all related Administrative SWF Permits issued to Licensee shall be subject to the same term as this

Master License Agreement.

2.2. Extensions. The term of this Master License Agreement may be extended for one (1) additional ten (10) year period subject to the following:

2.2.1. No extension is available unless Licensee and Licensee's Small Wireless Facilities are in compliance with the terms of this Master License Agreement, the issued Administrative SWF Permits, and all applicable federal, state, local, and Town codes, standards, specifications, rules and regulations.

2.2.2. No extension shall be effective without the consent of both Licensors and Licensee.

2.2.3. Both Licensors and Licensee shall indicate whether or not they consent to an extension by giving notice of consent to the other not more than one hundred eighty (180) days nor less than ninety (90) days prior to the end of the Initial Term.

2.3 Holding Over. In any circumstance whereby Licensee would remain in occupancy of the Use Areas after the expiration of this Master License Agreement and issued Administrative SWF Permits (as extended, if applicable), such holding over shall not be deemed to operate as a renewal or extension of this Master License Agreement or issued Administrative SWF Permits, but shall only create a use right from month to month that may be terminated at any time by Licensors upon thirty (30) days' notice to Licensee, or by Licensee upon thirty (30) days' notice to Licensors.

2.4 Town's Right to Cancel. Notwithstanding anything contained herein to the contrary, Licensors shall have the unconditional right, with or without cause, to terminate any Administrative SWF Permit for reasons including, but not limited to, street widening, Right-of-Way abandonment, or development that may impact the location of the site, upon one hundred eighty (180) days' notice given at any time after the first one hundred eighty (180) days. Licensors shall assist Licensee in locating a new site for the facility and expedite the process.

2.5 Licensee's Right to Cancel. Licensee shall have the unilateral right to terminate any Administrative SWF Permit without cause upon thirty (30) days' written notice. Licensee has no right to terminate any time after an event of default by Licensee has occurred (or an event has occurred that would become a default after passage of time or giving of notice).

III. LICENSEE'S PAYMENTS

3. Licensee's Payments. Licensee shall make payments to Licensors as follows:

3.1. Fee Payment Items. Licensee shall pay to Licensors each of the following separate and cumulative amounts (collectively the "Fee Payments"):

3.1.1. A fixed annual amount for each Small Wireless Facility installed in the Town Right-of-Way pursuant to an issued Administrative SWF Permit (the "Base Use Fee Payment").

3.1.1.1. The Base Use Fee Payment shall be Fifty Dollars (\$50.00) per year (pro-rated for a partial year) for each Small Wireless Facility located in the Town Right-of-Way pursuant to an Administrative SWF Permit.

3.1.1.2. The Base Use Fee Payment shall be paid in advance on July

1 of each year, with the first annual payment (or pro-rated payment) due at the time the Administrative SWF Permit is issued and then annually on July 1 thereafter.

3.1.2. An amount (the "Permit Application Fee Payment") for each of Licensee's Administrative SWF Permit Applications. The Permit Application Fee Payment shall be in the amount set forth in the Town of Paradise Valley Master Fee Schedule ("Fee Schedule") on the date Licensee submits an Administrative SWF Permit Application.

3.1.2.1. The Permit Application Fee Payment shall be paid at the time specified by the Town's normal processes for payment of application fees.

3.1.3. An amount (the "Violation Use Fee Payment") based on certain breaches by Licensee of this Master License Agreement as set out below.

3.1.4. All other amounts required by this Master License Agreement.

3.2. Fee Payments Cumulative. All amounts payable by Licensee hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the Town of Paradise Valley or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

3.3. Non-Refundable. All Fee Payments are non-refundable.

3.4. Late Fees. Fee Payment is deemed paid only when Licensor actually receives good cash payment. Should any Fee Payment not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars (\$100). Licensee expressly agrees that the foregoing represent fair and reasonable estimates by Licensor and Licensee of Licensor's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delay in payment of Fee Payment. Licensor shall have the right to allocate payments received from Licensee among Licensee's obligations.

3.5. Interest. Any Fee Payment that is not timely paid shall accrue simple interest at the rate of one and one-half percent (1 ½ %) per month from the date the amount first came due until paid.

IV. USE RESTRICTIONS

4. Use Restrictions. Licensee's use and occupation of the Use Areas shall in all respects conform to all and each of the following cumulative provisions:

4.1. Permitted Uses. Licensee shall use the Use Areas solely for the Permitted Uses and shall conduct no other activity at or from the Use Areas. The Permitted Uses are constructing, installing, maintaining, repairing and operating Small Wireless Facilities in the Town's Right-of-Way upon issuance of an Administrative SWF Permit for each Use Area.

4.2. Prohibited Uses. All uses of the Use Areas other than Permitted Uses are prohibited.

4.3. Design Standards. All of Licensee's equipment and structures, including but not

limited to Antennas and other Communications Equipment and Utility Poles, shall comply with the Town's design, siting, and aesthetic standards set forth in Town Code § 2-5-2(l) and the Town's standard design details (provided with the application for a Small Wireless Facility).

4.4. Communications Operations Restriction. Licensee shall not install, operate allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of Town's existing or future fire, police, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment). If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology or technology that causes the interference until Licensee takes corrective measures to alter the Communications Equipment to eliminate such interference. Any such corrective measures shall be made at no cost to Licensor. Licensee shall give to Licensor notice containing a list of the radio frequencies Licensee is using at the Use Areas and shall give notice to Licensor of any change in frequencies.

4.5. Other Equipment. Licensee shall not disturb or otherwise interfere with any other antennas or other equipment Licensor has already installed or may yet install upon the Right-of-Way.

4.6. Signs. All signage is prohibited except in compliance with the following requirements:

4.6.1. Licensee shall install and thereafter maintain all signs and markings required by law or that the Communications Equipment and Licensee's activities may make necessary for safe use of the Use Areas by the public, Licensor, Licensee and other persons who may be at the Use Areas at any time for any reason.

4.6.2. At the Town's discretion, signs listing only Licensee's name, permanent business address, telephone number, emergency (24/7) telephone number.

4.6.3. The location, size, content and style of each sign shall be subject to the provisions of the applicable sign ordinance and shall comply with Licensor's sign programs as the same may change from time to time. Licensee shall update signs as required to comply with changes in the applicable sign ordinance and Licensor's sign programs.

4.6.4. Except as specifically authorized by Licensor's sign ordinance, Licensee shall not erect, install, apply for a permit for, or display any sign until Licensee has submitted written request, together with descriptions and drawings showing the intended locations, size, style and colors of such signs to Licensor, and has received notice of Licensor's approval of the sign.

4.6.5. Licensee shall design, make, install and maintain all signage in a first class, professional manner without broken panels, faded paint or other damage.

4.6.6. Licensee shall bear all costs pertaining to the erection, installation, operation, maintenance, replacement and removal of all signs including, but not limited to, the application for and obtaining of any required building or other permits regardless of the reason for any such activity, even if such activity is required by Licensor pursuant to this Master License Agreement.

4.6.7. The requirements of this paragraph apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

4.7. Suspended Operation. Licensee shall temporarily suspend operation of the SWF, including Communications Equipment, from time-to-time to accommodate safe use, maintenance, repair and other lawful activity at the Right-of-Way (such as workers climbing on or near the Utility Pole or Faux Cactus in the vicinity of the Antennas). Except in emergencies, the following shall apply:

4.7.1. Such suspension will be for a period of not more than two (2) weeks.

4.7.2. Licensors shall give Licensee's network operations center at least two (2) hour telephonic notice before any suspension lasting two (2) hours or shorter. Licensors shall provide to Licensee not less than five (5) business days' notice of work that would require a longer suspension.

4.7.3. If Licensee requests, Licensors shall meet with Licensee's representatives in advance to discuss the work and the suspension.

4.7.4. During a suspension period, Licensee may request that Licensors issue licenses for portable antenna sites according to Licensors's then existing policies generally applicable to all antenna operators for portable antenna sites.

4.8. Lighting. Any lighting installed in the Use Area must comply with the Town's lighting regulations set forth in the Town Code, including lighting operated during construction.

4.9. Noise. Except for burglar alarms and other safety devices, no outdoor loud speakers, sirens or other devices for making noise are allowed. A SWF shall be operated in compliance with the Town's noise regulations set forth in the Town Code § 2-5-2(l), as it may be amended from time to time. Further, construction activity shall be in compliance with Town Code § 8-10-2 relating to time of operation and permitted noise levels, as such Code may be amended from time to time. All equipment must be equipped with appropriate mufflers and other sound control devices.

4.10. Limited Access. It is Licensee's and not Licensors's responsibility to keep unauthorized persons from accessing the SWF and Communications Equipment and the Use Areas.

4.11. Standards of Service. Licensee shall operate the Use Areas in a first-class manner, and shall keep the Use Areas attractively maintained, orderly, clean, neat and tidy at all times. Licensee shall not allow any person or persons in or about the Use Areas related to Licensee's operations who shall fail to be clean, courteous, efficient and neat in appearance.

4.12. Licensee's Agent. Licensee shall at all times retain on call available to Licensors by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of the Communications Equipment and who shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and the day-to-day operations of the Right-of-Way and all other matters affecting the issued Administrative SWF Permit. Licensee shall also provide notice to Licensors of the name, street address, electronic mail address, and regular and after-hours telephone numbers of Licensee's Agent. Any change shall be given in writing hand-delivered to Licensors's _____, as well as in the manner stated for notices under this Master License Agreement.

4.13. Coordination Meetings. Licensee shall meet with Licensors and other Right- of-

Way users from time to time as requested by Licensor to coordinate and plan construction on the Use Areas and all matters affected by this Master License Agreement. Without limitation, Licensee shall attend Licensor's scheduled utility planning meetings.

4.14. Toxic Substances. Licensee's activities upon or about the Use Areas shall be subject to the following regarding hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

4.14.1. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensor has made no warranties as to whether the Use Areas contain actual or presumed asbestos or other Toxic Substances.

4.14.2. Licensee shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the Use Areas. The prohibitions of the preceding sentence only shall not apply to ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the Right-of-Way. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery.

4.14.3. Prior to undertaking any construction or other significant work, Licensee shall cause the Use Areas to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Licensee shall cause the contractor or other person performing such work to give to Licensor notice by the method described in this Master License Agreement to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold Licensor harmless against any disturbance in Toxic Substances in the course of the contractor's or other person's work. Licensee shall cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Licensee in connection with the Use Areas to be performed by persons, equipment, facilities and other resources who are properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services.

4.14.4. Licensee shall within 24 hours after discovery of any Toxic Substances report such Toxic Substances to Licensor in writing. Within 14 days thereafter, Licensee shall deliver to Licensor copies of all reports or other information regarding Toxic Substances.

4.14.5. Licensee shall dispose of any Toxic Substances away from the Use Areas as required by law and as reasonably required by Licensor.

4.14.6. Licensee shall not use the Use Areas in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environmental Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Master License Agreement or an issued Administrative SWF Permit.

4.14.7. In addition to and without limitation of any other indemnities or obligations, Licensee shall pay, indemnify, defend and hold Licensor harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the Use Areas attributable to or caused by Licensee or anyone performing work for Licensee using the Use Areas under this Master License Agreement.

4.14.8. Licensee shall immediately notify Licensor of any Toxic Substance at any time discovered or existing upon the Use Areas. Licensee is not responsible for Toxic Substances that may exist at the Use Areas if Licensee, Licensee's contractors, and other persons using the Use Areas under this Agreement did not do any of the following:

4.14.8.1. Participate in transporting the Toxic Material to the Right-of-way.

4.14.8.2. Fail to promptly report the Toxic Material to Licensor.

4.14.8.3. Participate in spreading or otherwise disturbing the Toxic Material.

4.14.8.4. Exacerbate the effects of the Toxic Material or the difficulty or cost of dealing with the Toxic Material.

4.15. Required Operation. During the entire term of each Administrative SWF Permit, and any renewals or extensions, Licensee shall operate the Use Areas as follows:

4.15.1. Licensee shall keep the Communications Equipment operational and available to provide service to customers and potential customers twenty-four (24) hours a day seven (7) days per week, except in the case of accidental damage to or malfunction of some part of the Communications Equipment that is outside the control of the Licensee or in the case of emergency situations.

4.15.2. Licensee's operating obligation is subject to the following exceptions:

4.15.2.1. Notwithstanding anything contained in this paragraph to the contrary, the operation requirements of this paragraph shall be effective commencing on the earlier of the Completion Deadline or the date the Communications Equipment is first put into operation and shall continue through the date this Master License Agreement terminates or expires for any reason.

4.15.2.2. In the event of relocation of the Communications Equipment, or if the Use Areas are damaged severely enough that the Communications Equipment cannot reasonably be operated during repairs, then the operation requirements of this paragraph shall be suspended to the extent reasonably necessary to accomplish repair of such damage or relocation of the Communications Equipment. Licensee may temporarily cease operating the Communications Equipment for short periods necessary to test, repair, service or upgrade the Communications Equipment.

4.16. Actions by Others. Licensee shall be responsible to ensure compliance with this Master License Agreement by all persons using the Right-of-Way or Use Areas through or under Licensee or this Master License Agreement.

V. IMPROVEMENTS BY LICENSOR

5. Improvements by Licensor. Licensor has not promised to and is not obligated in any manner to make any improvements or perform any other construction or other work at the Use Areas or Right-of-Way.

VI. LICENSEE'S IMPROVEMENTS GENERALLY

6. Licensee's Improvements Generally. All of Licensee's Improvements, and any other construction work whether or not specifically described herein, upon or related to the Use Areas (collectively "Licensee's Improvements") shall comply with the following:

6.1. Permits and Inspections. Prior to performing work upon the Right-of-Way, Licensee shall submit all work plans to Licensor for review by Licensor's staff in designated departments responsible for such review and shall obtain all permits and other approvals related thereto. During the course of the work, Licensee shall observe inspection, safety and other rules. In furtherance of Licensee's construction and maintenance of the Use Areas, Licensee shall not be required to obtain permits for parking on public streets in places where vehicles can otherwise legally park. However, any temporary parking in areas of the Right-of-Way that are not in places where vehicles can otherwise legally park shall first be approved by the Licensor's Contract Administrator. Additionally, the use of temporary generators in the event of a power failure or other disruption in the electrical power service to the Communications Equipment shall be allowed only upon the written approval (which may be by email, as the urgency of the situation requires) of the Licensor's Contract Administrator and then only for those periods of time necessary until electrical power service can be reasonably be restored.

6.2. Licensee's Improvements. Licensee's Improvements include, without limitation, all modification, replacement, repairs, installation, construction, grading, structural alterations, utility, lighting, plumbing, sewer or other alterations, parking or traffic alterations, removal, demolition or other cumulatively significant construction or similar work of any description in connection with the SWF, together with all installation or alteration of the Communications Equipment.

6.3. Regulatory Approval Process. The building permit processes, right-of-way management and similar regulatory requirements that apply to Licensee's Improvements are separate from the requirements of this Master License Agreement and any part of the Administrative SWF Permit approval processes set forth in this Master License Agreement. Licensee's satisfaction of any requirement of this Master License Agreement does not substitute for compliance with any regulatory requirement. Licensee's satisfaction of any regulatory requirement does not substitute for compliance with any requirement of this Master License Agreement or Administrative SWF Permit. Licensee is responsible to directly obtain all necessary permits and approvals from any and all governmental or other entities having standing or jurisdiction over the Use Areas. Licensee must obtain all approvals in accordance with all present and future Licensor codes, policies and procedures. Notwithstanding anything in this paragraph, to the extent regulatory requirements and requirements of this Master License Agreement are identical, compliance with regulatory requirements shall constitute compliance with this Maser License Agreement and vice versa.

6.3.1. Batching Sites for Approval. Only sites that do not have a Faux Cactus or a new or replacement Utility Pole required for the Antennas, and do not have any underground cables, conduit, and foundations, are eligible for batch processing of the Applications.

6.4. Reserved.

6.5. Contract Administrators. Upon execution of this Master License Agreement, Licensors and Licensee shall each designate a Contract Administrator to coordinate the respective party's participation in designing and constructing the SWF (the "Project"). Each Contract Administrator shall devote such time and effort to the Project as may be necessary for timely and convenient coordination among the parties and their representatives involved with the Project and compliance with this Master License Agreement. Licensors' Contract Administrator will not be exclusively assigned to this Master License Agreement or the Licensee's Improvements.

6.6. Licensors' Contract Administrator. Licensors' Contract Administrator's authority with respect to the Use Areas is limited to the administration of the requirements of this Agreement. No approval, consent or direction by Licensors' Contract Administrator or other persons affiliated with Licensors inconsistent with this Agreement shall be binding upon Licensors. Licensee shall be responsible for securing all other Town approvals and other governmental approvals and for satisfying all governmental requirements pertaining to each SWF and shall not rely on Licensors or Licensors' Contract Administrator for any of the same. Licensors shall also provide notice to Licensee of the name, street address, electronic mail address, and regular and after-hours telephone numbers of Licensors' Contract Administrator. Until further modified, Licensors' Contract Administrator shall be:

Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, AZ 85253
@paradisevalleyaz.gov

Work Phone: 480-____-____; Cell Phone: ____-____-____ (after hours)

6.7. Licensors' Fixtures and Personalty. Licensee shall not remove, alter or damage in any way any improvements or any personal property of Licensors upon the Use Areas without Licensors' prior written approval. In all cases, Licensee will repair any damage or other alteration to Licensors' property caused by Licensee or its contractors, employees or agents to as good or better condition than existed before the damage or alteration.

6.8. Design Requirements. All Licensee's Improvements shall comply with the following design requirements:

6.8.1. Licensee's Improvements shall be contained entirely within the Use Areas and without any encroachment or dependence upon any other property, except for permitted utility service.

6.8.2. Any changes to utility facilities shall be strictly limited to the Use Areas, shall not affect utilities used by Licensors, and shall be undertaken by Licensee at its sole cost and expense.

6.8.3. The Antennas and other Communications Equipment shall be properly designed, installed and maintained so as not to create a risk of damage to the Utility Pole or Faux Cactus, to persons or property upon or using the Right-of-Way or property immediately adjacent to the ROW, such as the fall zone, or Licensors' other property.

6.8.4. To the extent requested by Licensors, Licensee's plans shall include a description of construction methods employed to address environmental issues affecting or affected by the Use Areas and protect other facilities at the Right-of-way and surrounding

properties.

6.8.5. All Town specifications, including design, siting, and aesthetic standards set forth in the Town Code § 2-5-2(I) and the Town's standard design details (provided with the application for a Small Wireless Facility).

6.9. Approval Required. Licensee shall not construct any Licensee's Improvements (including work on adjacent public lands, if applicable) without having first received written plans approval from. Such approval requirement shall apply to all improvements, furnishings, equipment, fixtures, paint, wall treatments, utilities of every description, communications cabling and other construction work of any description as described in all plans delivered by Licensee to Licensor.

6.10. Plans Required. Licensee shall submit plans to the Town for each Use Area as required by the Town Code § 2-5-2(I) for an Application for an Administrative SWF Permit and engineering and construction plans as required for construction of Licensee's Improvements. Licensee's design of all Licensee's Improvements shall not be complete until after the Licensee submits engineering and construction plans and has received plans from the Town stamped with the required approvals required by the Town, each to be considered a set of final plans (the "Final Plans").

6.10.1. Licensee's design of all Licensee's Improvements shall occur in two stages, culminating in final working construction documents for the Licensee's Improvements (the Final Plans). The two stages are as follows:

6.10.1.1. All plans required for a complete Application for Administrative SWF Permit, including but not limited to, Site Plan for the Use Area, elevations, landscape plan, and viewshed study.

6.10.1.2. Engineering and construction plans to include engineering design documents for the Faux Cactus construction or Utility Pole foundation and, structural design, as applicable, mechanical, communications, electrical, plumbing and other utility systems, building materials, and other generally required engineering specifications for construction drawings.

6.11. Approval Process. The following procedure shall govern Licensee's submission to Licensor for Licensee's Improvements, including any proposed changes to Licensee's previously-approved plans or Administrative SWF Permit:

6.11.1. Licensee shall submit all plans and other documentation required for a complete Application, pay the required Application Fee, provide notification to property owners, and comply with any and all other requirements set forth in Town Code Section 2-5-2(I), as may be amended from time to time, for submittal of a complete Application for an Administrative SWF Permit.

6.11.2. Licensee's complete Application shall be reviewed and processed in accordance with the process set forth in Town Code Section 2-5-2(I), as may be amended from time to time.

6.11.3. Licensee shall deliver all plan submissions for non-regulatory approvals under this Master License Agreement directly to Licensor's Contract Administrator and shall clearly label the submissions to indicate that they are submitted pursuant to this Master License.

Each submittal of plans by Licensee for Licensors review shall include two (2) complete sets of the plans on paper and one (1) copy of the plans in electronic form.

6.11.4. All plans delivered to Licensors in electronic form shall include vector line drawings of the improvements and such other information as this Master License Agreement requires, all in a machine readable and manipulable form. The format of such data and the media upon which such data is supplied shall be in the reasonably common data format and media as specified from time to time by Licensors.

6.11.5. Licensee shall coordinate with Licensors as necessary on significant design issues prior to preparing plans to be submitted.

6.11.6. No plans shall be deemed approved by Licensors until Licensors stamps them "APPROVED BY THE TOWN OF PARADISE VALLEY" ("Stamped").

6.11.7. All sets of engineering plans for Licensees Improvements shall bear these words: "The engineer is performing all work on this project for the benefit and reliance of the Town of Paradise Valley and assures the Town of Paradise Valley that the work complies with any engineering requirements set out in the Antenna Site License Agreement."

6.11.8. All construction plans shall be prepared by qualified registered engineers acceptable to Licensors.

6.11.9. All Licensors plans reviews, inspections, standards and other rights and actions with relation to Licensees Improvements are for Licensors sole and exclusive benefit and neither Licensee nor any other person shall rely thereon or have any rights related thereto.

6.11.10. If changes are required, Licensee shall revise the plans incorporating the changes requested by Licensors and shall submit revised plans to Licensors.

6.11.11. Licensors and Licensee shall endeavor to resolve design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason or however arising, in light of Licensors ownership and other uses of the Use Areas, and as a condition of Licensors entering into this Master License Agreement, final decision authority regarding all design and construction issues shall rest with Licensors.

6.11.12. Within ninety (90) days after Construction Completion Date, Licensee shall deliver to Licensors Contract Administrator a complete set of As-Built Plans showing that the construction was completed according to the approved plans.

6.11.13. Licensee shall provide to Licensors copies of any and all designs or plans for improvements upon the Use Areas for Licensors unrestricted use at the Use Areas or elsewhere.

6.11.14. All Licensees Improvements shall comply with all requirements of law, any applicable insurance contracts and this Master License Agreement.

6.9 Cost of Licensee Improvements. All Licensees Improvements shall be designed and constructed by Licensee at Licensees sole cost and expense, including without limitation any alteration or other change to Licensors equipment or other improvements or personalty that may occur. In no event shall Licensors be obligated to compensate Licensee in any manner for any of Licensees Improvements or other work provided by Licensee during or related to the term of this

Master License Agreement or any issued Administrative SWF Permit. Licensee shall timely pay for all labor, materials, work, and all professional and other services related thereto and shall pay, protect, indemnify, defend and hold harmless Licensor and Licensor's elected officials, employees, officers, contractors and agents against all claims related to such items. Licensee shall bear the cost of all work required from time to time to cause the Use Areas and Licensor's adjoining property (if directly affected by Licensee's work) to comply with Town Code, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensee's use of the Use Areas, or by any exercise of the rights granted to Licensee under this Master License Agreement.

6.10 Ownership of Licensee's Improvements. All of Licensee's Improvements (including without limitation Utility Poles and lights) shall be and become part of the realty and the real property of Licensor "brick by brick" as constructed. Notwithstanding the preceding sentence, Licensee shall own the Communications Equipment during the Term of this Agreement; provided, however, that such use shall at all times be limited by all of the following:

6.10.1 Such ownership is subject to and limited by all of the requirements of this Master License Agreement and issued Administrative SWF Permit.

6.10.2 Such ownership and all rights of Licensee of every description to use or control the Communications Equipment shall absolutely, automatically, completely and permanently cease without further act upon any expiration or other termination of this Master License Agreement or any Administrative SWF Permit.

6.10.3 Licensee's ownership shall not be separable to any degree whatsoever from Licensee's rights under this Master License Agreement or any Administrative SWF Permit.

6.10.4 Such ownership gives Licensor no rights to use or control the Communications Equipment other than those rights specifically granted to Licensee by the other provisions of this Master License Agreement or any Administrative SWF Permit.

6.10.5 Licensee shall not have power to give to any person or entity any rights of "ownership" in the Communications Equipment inconsistent with any of the foregoing or any other limitation, requirement, or other provision of this Master License Agreement.

6.10.6 Any existing or future contract, lease, agreement, assignment, grant, transaction or other arrangement of any description that Licensee may enter into with respect to the Communications Equipment shall be void to the extent it is inconsistent with this Master License Agreement.

6.10.7 Licensee shall ensure that all materials and interests in Licensee's Improvements, but excluding the Communications Equipment, are maintained at all times free and clear of any all liens. In furtherance of this obligation Licensee shall not grant a security interest to a third party over any part of, nor shall Licensee allow any Uniform Commercial Code filing to be made or recorded with respect to, the Licensee's Improvements, but excluding the Communications Equipment, without the prior written consent of Licensor, such consent not to be unreasonably delayed, conditioned, or denied. Additionally, Licensee shall ensure that any and all 20-day preliminary mechanics' and materialmen's lien notices or any other forms of construction lien notices are provided to the Licensor's Contract Administrator within five days after Licensee's receipt of any such notices and that any and all construction liens are promptly paid. Licensee shall provide documentation to the Licensor's Contract Administrator evidencing that all such construction liens have been paid prior to the Construction Completion Date. If such

construction liens are not promptly paid to the satisfaction of the Licensor's Contract Administrator, the Licensor may, at Licensor's sole election, utilize the Letter of Credit provided for in paragraph 11.10 to pay in full any such construction liens; provided, however, that if Licensee disputes in good faith all or any portion of the claims that are the subject of such lien, then in lieu of payment, Licensee shall have the right to post a bond in form and amount approved by Licensor (such approval not to be unreasonably delayed, conditioned, or withheld) pending final disposition of any lien foreclosure proceedings.

6.11 Work Standards. All work by Licensee under this Master License Agreement or related Administrative SWF Permit(s) shall conform to the standards of the Maricopa Association of Governments and, to the extent that the Town adopts a standards and practices manual to supplement or replace the Maricopa Association of Government standards, said additional standards, as either may be amended from time to time. All construction by Licensee must comply with applicable Right-of-Way noise, light, timing, event planning, dust and other policies in effect from time to time.

6.12 Design and Construction Professionals. All construction and plans preparation for Licensee's Improvements, without limitation including the SWF, from initial proposals through final construction documents and completion of construction shall be performed by professionals selected and paid by Licensee. All of Licensee's design and construction contractors shall have substantial experience in timely and successfully constructing projects similar to the Project.

6.13 Improvement Quality/Construction Completion. Any and all work performed on the Right-of-way by Licensee shall be performed in a workman-like manner meeting or exceeding the best practices of similar facilities in Maricopa County, Arizona, and shall be diligently pursued to completion and in conformance with all building codes and similar rules. All of Licensee's Improvements shall be high quality, safe, fire resistant, modern in design, and attractive in appearance, all as approved by Licensor through the plans approval processes described in this Agreement in addition to any building code or other regulatory processes that may apply.

6.14 Damage During Work. Upon performing any work upon the Right-of-Way, Licensee shall simultaneously restore the Right-of-Way to its prior condition, as directed by Licensor and repair any holes, mounting surfaces or other damage whatsoever to the Right-of-Way. Such work shall include revegetation and appropriate irrigation systems for revegetated areas.

6.15 Restoration. Following installation, repair, replacement, or removal work performed in the Use Areas, Licensee shall restore disturbed areas of the Use Areas to a condition equal to or better than the condition of the Use Areas immediately prior to Licensee's activities. Licensee shall repair or replace to Licensor's standards, rules and policies all pavement, sidewalks, curbs, landscaping and other Licensor's improvements of any description that are damaged in the course of Licensee's activities under this Master License Agreement. All work in the Town's Right-of-Way shall be warranted for the term of this Master License Agreement (including any extension). Any street failures caused by Licensee's failure to fully and properly restore the street to its prior condition, as determined by the Licensor's Contract Administrator, shall be repaired to the satisfaction of the Licensor by Licensee or its contractors. If the Licensee fails to repair said street, the Licensor may cause the street failures to be repaired and may utilize the Letter of Credit provided for in paragraph 11.10 to pay in full any such repair costs. Prior to conducting any such street repair and utilization of the Letter of Credit, the Licensor shall first attempt to: provide the Licensee with written notice of the necessary street repairs; grant the Licensee five (5) business days to assess the requested repairs and provide the Town with a recommendation on the method of repair or scope of work that Licensee would

suggest and the time schedule for such repairs; meet with Licensee to see if an agreed-upon method of repair or scope of work and schedule can be mutually agreed upon; and issue a written plan to the Licensee regarding the agreed upon method of repair or scope of work and schedule; provided, however, that the schedule of repair shall not be for a period of longer than 30 calendar days. Should Licensor and Licensee fail to agree upon the method of repair or scope of work and schedule, then the other remedies noted above, or as otherwise provided for in the Master License Agreement, may be pursued by the Licensor.

6.16 Coordination with Encroachment Permit Process. This Master License Agreement serves as permission from Licensor for Licensee's private improvements to exist in the Use Areas. Licensee shall not be required to obtain any further encroachment permit for the Communications Equipment for that purpose. However, Licensee shall perform no construction work in the Use Areas without obtaining through normal processes from Licensor a permit giving permission to work in the Right-of-Way. Licensee shall not alter or perform any work to Licensor's improvements without first obtaining through normal processes from Licensor a permit giving permission to alter Licensor's improvements. Licensor shall not obstruct traffic without obtaining through normal processes from Licensor a permit granting permission to obstruct traffic. Major roadways (consisting of Lincoln Drive and Tatum Boulevard) shall not have more than one lane of traffic closed at any one time and are limited to work between the hours of 9:00 a.m. and 4:00 p.m. All such closures shall be first approved by the Licensor's Contract Administrator. All barricades and closures shall be removed and the roadway completely open by 4:00 p.m. Doubletree Ranch Road, Invergordon Road, Mockingbird Lane and McDonald Drive may be subject to lane closure requests by the Licensee, provided, however, that the Licensee may require uniformed police officers for the directing of traffic, said requirement to be solely determined by the Licensor's Contract Administrator.

6.17 Reserved.

6.18 Replacement Utility Pole. If Licensor approves a Licensee proposal to install Antennas on a Licensor-owned Utility Pole, then in addition to the other requirements of this Master License Agreement the following shall apply:

6.18.1 Licensee shall provide and deliver to Licensor a replacement Utility Pole (including mast arms); so that a replacement is immediately available to Licensor in case the original Utility Pole is damaged.

6.18.2 If Licensor uses a replacement Utility Pole, then Licensee shall provide another replacement Utility Pole (including mast arms).

6.18.3 Upon installation of a replacement Utility Pole, Licensor will determine if the original Utility Pole mast arm(s), signal head(s) and light fixture(s) shall be delivered by Licensee to the Licensor, at a place to be selected by Licensor, or if Licensee shall dispose of the original Utility Pole, mast arm, signal head and light fixture.

6.18.4 All performance under this paragraph shall be at Licensee's expense. Licensor owns the original Utility Pole and all replacement poles.

6.18.5 This paragraph does not diminish the plans approval or any other requirement of this Master License Agreement.

6.19 Third Party Poles. If Licensor approves an Application to install Antennas on a Utility Pole owned by a third party (such as light poles owned by Arizona Public Service

Corporation), then in addition to the other requirements of this Master License Agreement, the Licensee shall provide to the Licensor evidence that Licensee has secured a pole attachment or pole replacement agreement from the third party before any work or modifications are made to said third party-owned poles. Licensor shall not withhold nor be responsible for providing any approvals that may result in violations of a third party pole agreement and Licensee shall bear full responsibility for any breaches or violations of any of the terms of a third party pole agreement not caused by any acts or omissions of the Licensor.

6.20 Construction Notification. Licensor may establish requirements for notification of nearby residents and property owners prior to construction.

6.21 Time for Completion. Licensee shall diligently and expeditiously pursue to completion the construction of all approved Licensee's Improvements. Licensee shall complete construction of the SWF on each Use Area no later than the Completion Deadline, unless Licensor and Licensee agree to extend this period or a delay is caused by a lack of commercial power at the site. If Licensor, in its sole examination of the construction activity at a site, determines that Licensee has not substantially performed construction at a site by the Completion Deadline, Licensor may require the Licensee to cease construction and resubmit the for approval of the SWF.

6.22 Work Time and Manner Restrictions. All installation, construction, maintenance, inspection, repair and other work of any kind shall be done in a manner that does not disrupt traffic (except in compliance with appropriate permits) or nearby land uses. Without limitation, such work shall be done in compliance with applicable Licensor policies and directions from time to time, taking into account the various sensitivities of traffic, tourism, events, adjoining land uses, other right-of-way uses, and all other needs and concerns that are likely to be affected by Licensee's work.

6.23 Work Classifications. All Licensee's Improvements and other construction, repair, maintenance and other work (collectively "Work") shall be divided into three categories ("Heavy Work", "Medium Work" and "Light Work"):

6.23.1 Heavy Work is any work that involves any of the following:

6.23.1.1 Complete blockage of a sidewalk or trail.

6.23.1.2 Any Work or construction signage closer to the center of a street than the edge of pavement or back of curb.

6.23.1.3 Any Work that involves workers or equipment within thirty (30) feet of an intersection measured from the closest edge of pavement or back of curb.

6.23.1.4 Any Work that does or is projected to take more than seven (7) days to complete.

6.23.1.5 Any Work that involves excavating more than five (5) cubic yards of dirt, digging more than three hundred (300) feet of trench, or any boring (other than by a hand-held auger or other hand-held equipment).

6.23.1.6 Any Work that involves any traffic breaks, diversions or interruptions, any temporary or permanent alteration of traffic signals or signs or other traffic control devices, or any rerouting of any traffic.

6.23.2 Medium Work is all Work that is not Heavy Work but involves workers or equipment being used or located within ten (10) feet of any portion of any public street right-of-way designated for vehicular travel, within one hundred (100) feet of the nearest part of any intersection measured from the closest edge of pavement or back of curb, or upon or interfering in any way with any sidewalk, path or trail.

6.23.3 Light work is Work that is not Medium Work or Heavy Work.

6.24 Street Classifications. All Right-of-Way shall be divided into three categories ("Critical Streets", "Large Streets", and "Small Streets") as follows:

6.24.1 Critical Streets are all of the Lincoln Drive, Tatum Boulevard, and Scottsdale Road right-of-way and all right-of-way within one hundred (100) feet of the right-of-way of any of these roads. Critical streets are only the streets named in this paragraph and do not include other streets encircled by or near the critical streets.

6.24.2 Large Streets are all streets shown on Paradise Valley's General Plan, as such may be amended from time to time, as minor arterials and collectors.

6.24.3 Small Streets are all Right-of-Way that is not critical streets or large streets.

6.25 Light Work Restrictions. All Light Work shall comply with the following:

6.25.1 Licensee shall obtain all permits.

6.25.2 Except with Licensor's Contract Administrator's advance written consent, Licensee shall not perform Light Work to Critical Streets during the hours of 6 a.m. to 9 a.m. or 4 p.m. to 7 p.m. Monday through Friday (collectively "Rush Hours").

6.26 Medium Work Restrictions. All Medium Work shall comply with all of the restrictions applicable to Light Work and also with the following:

6.26.1 Licensee shall give Licensor ten (10) days advance notice of any Medium Work.

6.26.2 Except with Licensor's Contract Administrator's advance written consent, Licensee shall not perform Medium Work to Critical Streets or Large Streets during Rush Hours.

6.26.3 Licensee's giving notice under this paragraph is not a substitute for obtaining Licensor's approval of the proposed work.

6.27 Heavy Work Restrictions. All Heavy Work shall comply with all of the restrictions applicable to Medium Work and Light Work and also with the following:

6.27.1 Except with Licensor's Contract Administrator's advance written consent, Heavy Work is prohibited on Critical Streets during the period from November 15 to April 30.

6.27.2 Licensee shall give Licensor ten (10) days advance notice of any Heavy Work.

6.27.3 Licensee's giving notice under this paragraph is not a substitute for obtaining Licensors approval of the proposed work.

6.28 Work Restriction Waivers. Licensors Contract Administrator shall have authority but not an obligation to grant written exceptions to the provisions of this Master License Agreement that limit the days or times during which Licensee may conduct Work. If Licensors declines to issue an exception or fails to respond within five (5) work days to a request for an exception, Licensee may give notice that Licensee appeals to the Town Manager who shall render a decision within five (5) business days after Licensee gives the notice.

VII. MAINTENANCE AND OPERATIONS

7. Maintenance and Operations. Except as expressly provided below, Licensee shall be solely responsible for all maintenance, repair, and utilities for the Use Areas during the term of an issued Administrative SWF Permit, including without limitation, the Communications Equipment and the Licensee-installed landscaping.

7.1. Right of Inspection. Licensors shall be entitled to inspect all construction, reconstruction or installation work and to make such tests as it deems necessary to ensure compliance with the terms of this Master License Agreement, issued Administrative SWF Permits, the Town Code, or other federal, state and local laws or requirements. All Licensors plans reviews, inspections, standards and other rights and actions with relation to Licensees Improvements are for Licensors sole and exclusive benefit and neither Licensee nor any other person shall rely thereon or have any rights related thereto. The preceding sentence does not prevent Licensee from relying on consents, permits or approvals Licensors may grant based on Licensors plans, reviews, and inspections.

7.2. Identification. All Licensee employees, contractors and subcontractors shall wear on their clothing a clearly visible identification card bearing their name and photograph and Licensees logo or name. Every service vehicle of Licensee, its contractors or subcontractors shall be clearly identified as such to the public. Licensee vehicles shall have Licensees logo plainly visible. Vehicles of contractors and subcontractors working for Licensee shall have the contractor's/subcontractor's name plus markings (such as magnetic door signs) indicating they are under contract to Licensee.

7.3. Maintenance by Licensors. Licensors has no maintenance or repair obligations for the Communications Equipment or other Licensee Improvements.

7.4. Maintenance by Licensee. Licensee shall at all times repair and maintain the Use Areas at Licensee's sole expense in a first-class sound, clean, safe and attractive manner, meeting or exceeding best industry practices of maintenance of comparable facilities in Maricopa County, Arizona, as determined in Licensors reasonable discretion. Any landscaping that dies or is deemed to be unhealthy and in need of replacement, as solely determined by the Licensors Contract Administrator, shall be replaced by Licensee within thirty (30) days of notice by the Licensors of the necessity for such replacement. Additionally, any time after one (1) year from the Construction Completion Date, should the landscaping plants originally installed be deemed by the Licensors Contract Administrator to be inadequate for the purpose of providing for appropriate blending and screening with the surrounding area, then Licensee shall, upon ninety (90) days' notice by the Licensors of the necessity for the installation of additional landscaping install additional landscaping materials as required by the Licensors Contract Administrator. Further, all

Faux Cactus shall be inspected by Licensee on an annual basis to determine whether the paint or appearance on any Faux Cactus has deteriorated and is in need of new paint or other maintenance to remedy any aesthetic or cosmetic blemish on the Faux Cactus. Should the Licensor's Contract Administrator determine that any Faux Cactus needs repair or maintenance at any point during the Term of this Agreement, Licensor's Contract Administrator shall notify Licensee of such in writing along with a schedule by which the Licensee shall complete the repair or maintenance required by said notice. Failure by Licensee to make such repair or maintenance shall be subject to the remedy provisions of this Master License Agreement. Licensee shall not water the landscaping materials installed by the Licensee by use of irrigation bags hanging from the landscaping.

7.5. Blue Stake. Licensee shall register with and comply with the local Blue Stake program.

7.6. Utility Service. Licensee shall contract for and pay all charges, fees, deposits and other amounts for electricity and telephone and other data communication service to the Use Areas at the rates applicable thereto. Licensee shall use no other utilities at the Use Area.

7.7. Utility Interruptions. Licensor is not responsible for any interruption of utilities to or upon the Use Areas or other difficulties related to utilities at the Use Areas.

VIII. RF SAFETY

8. As Town's employees, agents, and representatives must have uninterrupted and safe access to the ROW and all structures located thereon, Licensee must comply with the following safety protocol:

8.1. Provide access to a "kill switch" for each SWF site that the Town's employees, agents, or representatives can use to turn off all power to the Licensee's SWF, including Communications Equipment, while Town's work is performed at the location.

8.2. Within 24 hours of a request, agree to send a technician with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.

8.3. Comply with Town Code Section § 2-5-2(l) requirements for RF Performance and Interference Standards and Monitoring, including but not limited to providing a graphic illustration of worst-case RF exposure levels and an RF Safety plan, if applicable.

IX. BREACH BY LICENSEE

9. Breach by Licensee. Licensee shall comply with, perform and do each of the obligations required of Licensee herein and shall cause all persons using the Use Areas through or under Licensee or under the authority granted Licensee by this Master License Agreement to do the same. Licensee's failure to do so shall be a material breach by Licensee of this Master License Agreement.

9.1. Events of Default. This Master License Agreement and all Administrative SWF Permits are made and approved upon the condition that each and every one of the following events shall be deemed an "Event of Default" by Licensee of Licensee's material obligations under this Master License Agreement:

9.1.1 If Licensee shall be in arrears in the payment of Fee Payment and shall not cure such arrearage within ten (10) days after Licensor has notified Licensee of such arrearage.

9.1.2 If Licensee shall fail to operate the Communications Equipment (except during specific periods expressly excused herein) for a period of thirty (30) consecutive days or a total of sixty (60) days within any twelve (12) month period.

9.1.3 If Licensee shall fail to maintain all insurance required by this Master License Agreement. Notwithstanding the preceding sentence, such failure shall not be a default if within five (5) business days after notice from Licensor, Licensee provides evidence of insurance as required under this Master License Agreement. Such insurance must cover the past for a period adequate that there is no gap in the insurance coverage required by this Master License Agreement.

9.1.4 If Licensee's right to use a Utility Pole expires or is terminated for any reason.

9.1.5 If Licensee does not complete construction authorized by an issued Administrative Small Wireless Facility Permit by the Completion Deadline. The time to complete construction has been established far enough in advance and has taken into account the likelihood of construction delays, so that no cure period is provided.

9.1.6 If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency").

9.1.7 If the issuer of any letter of credit shall fail for any reason to timely and fully honor any request by Licensor for funds or other performance under the instrument and Licensee fails to cause the issuer or some other person to honor the request within fifteen (15) days after Licensor notifies Licensee that such request has not been honored.

9.1.8 If Licensee shall fail to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the Right-of-Way or timely pay any taxes pertaining to the Right-of-Way and shall not cure such failure within thirty (30) days.

9.1.9 If Licensor shall be exposed to any liability, obligation, damage, cost, expense, or other claim of any description, related to Licensee's operations in the Town as permitted under this Master License Agreement, whether or not asserted, unless Licensee gives immediate notice to Licensor of Licensee's commitment to indemnify, defend and hold Licensor harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend and hold Licensor harmless against such claim

9.1.10 If Licensee shall fail to meet its obligations under the Safety Paragraph.

9.1.11 If Licensee shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein. After Licensor has once given notice of any failure by Licensee to comply with any provision of this Master License Agreement, the following shall constitute a repeated failure by Licensee to comply with such provision:

9.1.11.1 Another failure to comply with any provision of this Master

License Agreement during the following thirty (30) day period.

9.1.11.2 Three (3) or more failures to comply with any provision of this Master License Agreement during any ninety (90) day period.

9.1.11.3 Six (6) or more failures to comply with any provision of this Master License Agreement during any twelve (12) month period.

9.1.12 If Licensee shall fail to or neglect to timely and completely do or perform or observe any other provisions contained herein and such failure or neglect shall continue for a period of thirty (30) days after Licensors has notified Licensee in writing of such failure or neglect.

9.2 Licensors Remedies. Upon the occurrence of any Event of Default or at any time thereafter, Licensors may, at its option and from time to time, exercise at Licensees expense any or all or any combination of the following cumulative remedies in any order and repetitively at Licensors option:

9.2.1 Terminate this Master License Agreement and/or any or all Administrative SWF Permits. Termination due to Licensees breach or for any other reason does not terminate Licensees obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Licensees liability related to any breach of this Master License Agreement and/or any or all Administrative SWF Permits.

9.2.2 Pay or perform, for Licensees account, in Licensees name, and at Licensees expense, any or all payments or performances required hereunder to be paid or performed by Licensee.

9.2.3 Abate at Licensees expense any violation of this Master License Agreement or any Administrative SWF Permit issued to Licensee.

9.2.4 Notwithstanding anything in this Master License Agreement to the contrary, unilaterally and without Licensees or any other persons consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies or other deposits, sureties, bonds or other funds or security held by Licensors or pledged or otherwise obligated to Licensors by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this Master License Agreement.

9.2.5 Unless Licensors terminates this Master License Agreement, insist upon Licensees full and faithful performance under this Master License Agreement and upon Licensees full and timely payment of all amounts as they come due during the entire remaining term of this Master License Agreement.

9.2.6 Require an additional security deposit adequate in Licensors sole discretion to protect Licensors and the Right-of-Way.

9.2.7 Assert, exercise or otherwise pursue at Licensees expense any and all other rights or remedies, legal or equitable, to which Licensors may be entitled, subject only to the limitation set out below on Licensors ability to collect money damages in light of the Violation Use Fee Payment.

9.3 Violation Use Fee Payment. In lieu of certain money damages (the

"Inconvenience Costs") set out below, the following shall apply to Licensee's violation of certain limited requirements of this Master License Agreement (the "Violation Use Fee Provisions"):

9.3.1 The Inconvenience Costs are the money damages that Licensor suffers in the form of administrative cost and inconvenience, disharmony among Competing Users, and general inconvenience in Right-of-way use by Licensor, Competing Users and the public when Licensee fails to comply with the Violation Use Fee Provisions.

9.3.2 Licensee's failure to comply with Violation Use Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the parties have agreed that, in lieu of Licensee paying to Licensor as damages the actual amount of the Inconvenience Costs for violating the Violation Use Fee Provisions, Licensee shall pay liquidated damages as set forth below (the "Violation Use Fee Payment").

9.3.3 The Violation Use Fee Payment is only intended to remedy Inconvenience Costs that Licensor suffers because of Licensee's breach of the Violation Use Fee Provisions. Licensee's payment of the Violation Use Fee Payment does not in any way excuse any breach by Licensee of this Master License Agreement or limit in any way Licensee's obtaining any other legal or equitable remedies. For example, Licensee's obligation to pay the Violation Use Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Master License Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay the Violation Use Fee Payment.

9.3.4 Licensor may elect to draw upon the letter of credit to collect the Violation Use Fee Payment.

9.3.5 The Violation Use Fee Payment per day or part thereof are as follows:

9.3.5.1 Six Hundred Dollars (\$600.00) per day for Licensee's failure to properly restore the Right-of-Way or to correct related violations of specifications, Town code, Town ordinances, or Town standards or requirements within ten (10) business days after Licensor's notice to correct such defects. Such Violation Use Fee Payment shall be in addition to any cost the Licensor may incur to restore the Right-of-Way or correct the violation.

9.3.5.2 Two Hundred Fifty (\$250.00) per day for each failure to make Licensee's books and records available as required by this Master License Agreement.

9.3.5.3 The amount of Five Hundred Dollars (\$500.00) per occurrence for any other action or non-action by Licensee contrary to the terms of this Master License Agreement that causes Inconvenience Costs and that is not cured after three (3) business days' notice.

9.3.6 Violation Use Fee Payments shall be assessed as follows:

9.3.6.1 If Licensor determines that Licensee is liable for Violation Use Fee Payment, then Licensor shall issue to Licensee a notice of Licensor's assessing a Violation Use Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.

9.3.6.2 Licensee shall pay the Violation Use Fee Payment within ten (10) days after Licensor's notice. However, if the Violation Use Fee Payment amount exceeds Five Thousand Dollars (\$5,000.00), then the following shall apply:

9.3.6.2.1 Licensee shall have thirty (30) days after the notice to pay the Violation Use Fee Payment or give Licensors notice contesting the assertion of noncompliance.

9.3.6.2.2 If Licensee fails to respond to the notice, Licensee shall pay the Violation Use Fee Payment. Otherwise, Licensors shall schedule a public hearing to investigate whether the Violation Use Fee Payment is properly assessed. Licensors shall provide Licensee at least ten (10) days' notice of such hearing, which shall specify the time, place and purpose of the hearing. At the hearing, Licensee shall be provided an opportunity to be heard and present evidence. If the result of the hearing is that Licensee is liable for Violation Use Fee Payment, then the Violation Use Fee Payment is due ten (10) days after the hearing decision is announced and the outcome of the hearing shall be final and conclusive.

9.4 Abandonment. At the Town's option and in its sole discretion, any or all or any portion of Licensee's Small Wireless Facilities installed in the Right-of-Way, including without limitation Licensee's Communications Equipment, shall be deemed to be abandoned if Licensee fails to respond in the affirmative within sixty (60) days to a notice from Licensors requesting that Licensee confirm that Licensee's Communications Equipment is operational and available to provide service to customers and potential customers twenty-four (24) hours a day seven (7) days per week, except in the case of accidental damage to or malfunction of some part of the Communications Equipment that is outside the control of the Licensee or in the case of emergency situations. In addition to Licensors's other rights, if Licensee abandons any portion of its Small Wireless Facilities, including without limitation Licensee's Communications Equipment, during the term of this Master License Agreement, or fails to operate the Communications Equipment in accordance with its duty to provide continuous service, Licensors, at its option, take over control of said Small Wireless Facility, including without limitation Licensee's Communications Equipment; designate another entity to operate the Small Wireless Facility either temporarily, until Licensee restores service under conditions acceptable to Licensors, or permanently; or obtain an injunction requiring Licensee to continue operations; or require Licensee to remove any or all of the abandoned Small Wireless Facility, including without limitation Licensee's Communications Equipment at Licensee's expense, and if Licensee refuses Licensors may remove such Small Wireless Facility, including without limitation Licensee's Communications Equipment, and require Licensee to reimburse Licensors for the expenses of removal, either directly or via the letter of credit required under this Master License Agreement.

9.5 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this Master License Agreement. No failure by Licensors to demand any performance required of Licensee under this Master License Agreement, and no acceptance by Licensors of any imperfect or partial performances under this Master License Agreement, shall excuse such performance or impair in any way Licensors's ability to insist, prospectively and retroactively, upon full compliance with this Master License Agreement. No acceptance by Licensors of Use Fee Payment payments or other performances hereunder shall be deemed a compromise or settlement of any right Licensors may have for additional, different or further payments or performances as provided for in this Master License Agreement. Any waiver by Licensors of any breach of condition or covenant herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent Licensors from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by Licensors or Licensee concerning payments or other performances due hereunder, or failure by Licensors to demand any performance hereunder, shall excuse Licensee from compliance with this Master License Agreement nor estop Licensors (or otherwise impair Licensors's ability) to at any time

correct such notice and/or insist prospectively and retroactively upon full compliance with this Master License Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against Licensor unless made in writing by a duly authorized representative of Licensor specifically identifying the specific provision being waived and specifically stating the scope of the waiver. LICENSEE EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

9.6 Reimbursement of Licensor's Expenses. Licensee shall pay to Licensor within thirty (30) days after Licensor's demand any and all amounts expended or incurred by Licensor in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from Licensor) together with interest thereon at the rate of ten percent (10%) per annum from the date expended or incurred by Licensor.

9.7 Inspection. Licensor shall have access to all portions of the Use Areas at all times and without notice for the purpose of examining, inspecting, evaluating, planning, repairing, designing, maintaining or showing the Use Areas or exercising Licensor's other rights hereunder. Licensee shall promptly undertake appropriate action to rectify any deficiency (identified by Licensor during such inspections or otherwise) in Licensee's compliance with this Master License Agreement. This paragraph does not limit Licensor's other rights of access to the Use Areas elsewhere in this Master License Agreement or otherwise. This right of access is in addition to access rights for Licensor inspectors or other employees and officers acting within their legal authority.

9.8 Breach by Licensor. Notwithstanding anything in this Master License Agreement to the contrary, if Licensor at any time is required to pay to Licensee any amount or render any performance, such amount or performance is not due until thirty (30) days after notice by Licensee to Licensor that the amount has become payable or that the performance is due. In the event a cure cannot be effected during that period, Licensor shall not be in default so long as Licensor commences cure during the period and diligently prosecutes the cure to completion provided such cure must be completed within sixty (60) days after the notice.

9.9 Right to Setoff and Credit. In addition to its other rights and remedies under this Master License Agreement, Licensor shall have the right to setoff and credit from time to time and at any time, any and all amounts due from Licensee to Licensor, whether pursuant to this Master License Agreement or otherwise, against any sum which may be due from Licensor to Licensee pursuant to this Master License Agreement or otherwise.

X. TERMINATION

10. Rights at Termination. The following provisions shall apply at the expiration of the term of or any other termination of this Master License Agreement and each Administrative SWF Permit (taking into account any extensions of this Master License Agreement):

10.1. Surviving Obligations. Expiration or termination of this Master License Agreement (or Licensor's termination of this Master License Agreement due to an Event of Default or any other reason) does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2. Delivery of Possession. Licensee shall cease using the Use Areas of the expired or terminated Master License Agreement and Administrative SWF Permit(s). Licensee shall

without demand, peaceably and quietly quit and deliver up the Use Areas to Licensor thoroughly cleaned, in good repair, with the Use Areas maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Use Areas now are or in such better condition as the Use Areas may hereafter be placed.

10.3. Confirmation of Termination. Upon expiration or termination of a Master License Agreement or Administrative SWF Permit for any reason, Licensee shall provide to Licensor upon demand recordable disclaimers covering the Use Areas executed and acknowledged by Licensee and by all persons claiming through this Master License Agreement, any Administrative SWF Permit, or Licensee any interest in or right to use the Use Areas.

10.4. Removal of Improvements. Licensee shall remove all Communications Equipment and any other Licensee's Improvements and restore the Use Areas, including but not limited to Utility Pole, mast arms, and luminaires, to its prior condition, or to a condition matching Licensor's surrounding land and improvements, as directed by Licensor, at Licensee's expense prior to normal expiration of the term of a Master License Agreement or Administrative SWF Permit or within ninety (90) days after termination of a Master License Agreement or Administrative SWF Permit or for any other reason whatsoever. Without limitation, such work shall include revegetation and appropriate irrigation systems for revegetated areas. Notwithstanding anything in the Master License Agreement to the contrary, Licensor may elect to require Licensee to leave any or all construction or other items in place, and all such items shall be owned by Licensor. Unless Licensor directs otherwise, all wiring, pipes and conduits shall be left in good and safe condition, in working order, with each end properly labeled and enclosed in proper junction boxes. Failure to complete such removal to the satisfaction of the Licensor shall be subject to the remedies otherwise provided for in this Master License Agreement, specifically including the use of those forms of assurance provided for in paragraph 11.10. Title to any and all personal property installed by Licensee upon the Right-of-way that is not removed during that period shall, to the extent that it already has not done such, automatically vest in Licensor.

10.5. Prior Improvements. This article also applies to any improvements of any kind that Licensee may have made to the Use Areas.

XI. INDEMNITY, INSURANCE, AND ASSURANCES

11. Insurance Responsibility. During the entire term of this Master License Agreement or any Administrative SWF Permit, Licensee shall insure its property and activities at and about the Use Areas and shall provide insurance and indemnification as follows:

11.1. Insurance Required. Not later than the date of this Master License Agreement, and at all times thereafter when Licensee is occupying or using the Use Areas in any way, Licensee shall obtain and cause to be in force and effect the following insurance:

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Ten Million and No/100 Dollars (\$10,000,000.00) for each occurrence, a limit of Ten Million and No/100 Dollars (\$10,000,000.00) for products and completed operations annual aggregate, and a limit of Ten Million and No/100 Dollars (\$10,000,000.00) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Master License Agreement. The policy shall cover Licensee's liability under the indemnity provisions of this Master License Agreement. The policy shall contain a "separation of insureds" clause.

11.1.2. Automobile Liability. Automobile liability insurance with a limit of one Million Dollars (\$1,000,000.00) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Licensee's use of the Right-of-Way. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and offloading.

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee, Five Hundred Thousand Dollars (\$500,000.00) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.1.4 Special Risk Property. Unless waived by Licensor in writing, all risk property insurance covering damage to or destruction of all real and personal improvements to the Right-of-Way, including without limitation, all improvements existing upon the Right-of-Way prior to this Master License Agreement, an issued Administrative SWF Permit or hereafter constructed in an amount equal to full replacement cost of all such improvements. Such insurance shall be special causes of loss policy form (minimally including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood). Coverage shall include pollutant clean up and removal with minimum limits coverage of One-Hundred-Thousand Dollars (\$100,000.00).

11.1.5 Other Insurance. Any other insurance Licensor may reasonably require for the protection of Licensor and Licensor's elected officials, employees, officials, representatives, officers and agents (all of whom, including Licensor, are collectively "Additional Insureds"), the Right-of-Way, surrounding property, Licensee, or the activities carried on or about the Right-of-Way. Such insurance shall be limited to insurance a reasonable person owning, leasing, designing, constructing, occupying, or operating similar facilities might reasonably purchase.

11.2 Policy Limit Escalation. Licensor may elect by notice to Licensee to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that Licensor reasonably determines to affect the prudent amount of insurance to be provided.

11.3 Form of All Insurance. All insurance provided by Licensee with respect to the Right-of-Way, whether required by this Agreement or not, shall meet the following requirements:

11.3.1 "Occurrence" coverage is required.

11.3.2 If Licensee uses any excess insurance, then such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3.3 Policies must also cover and insure Licensee's activities relating to the business operations and activities conducted away from the Right-of-Way.

11.3.4 Licensee must clearly show by providing copies of insurance certificates, formal endorsements or other documentation acceptable to Licensor that all insurance coverage required by this Master License Agreement is provided. Licensee's insurance shall be primary insurance with respect to claims arising out of Licensee's operations, activities and obligations under this Master License Agreement.

11.3.5 All policies, including workers' compensation, shall waive transfer rights of

recovery (subrogation) against Licensors, and the other Additional Insureds.

11.3.6 All deductibles, retentions, or “self-insured” amounts shall be subject to the following:

11.3.6.1 Licensee shall be solely responsible for any self-insurance amount or deductible.

11.3.6.2 Such amounts shall not exceed in total One Hundred Thousand Dollars (\$100,000.00) per loss. At such time as Licensee’s net worth is more than One Hundred Million Dollars (\$100,000,000.00), such limit shall be One Million and No/100 Dollars (\$1,000,000.00).

11.3.6.3 Any self-insured exposure shall be deemed to be an insured risk under this Master License Agreement.

11.3.6.4 Licensee shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

11.3.6.5 The right to self-insure is limited and specific to Licensee and does not extend to Licensee’s contractors or others.

11.3.7 All policies except workers’ compensation must name Licensors and the other Additional Insureds as additional insureds. Licensee shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement with respect to claims arising out of Licensee’s operations, activities and obligations under this Master License Agreement or issued Administrative SWF Permits.

11.3.8 All policies must require the insurer to provide Licensors with at least thirty (30) days prior notice of any cancellation. The insurer’s duty to notify Licensors of changes in coverage shall not include phrases such as “endeavor to” or “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.”

11.3.9 All policies shall require that notices be given to Licensors in the manner specified for notices to Licensors under this Agreement.

11.4 Insurance Certificates. Prior to performing any work in the Right-of-Way and then annually thereafter and with each change in insurance coverage, Licensee shall evidence all insurance required under this Master License Agreement by furnishing to Licensors certificates of insurance. Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Master License Agreement applicable to the policy. For example, certificates must evidence that Licensors and the other Additional Insureds are additional insureds. Certificates must also be in an industry standard form reasonably acceptable to Licensors. Licensee shall provide updated certificates at Licensors’s request.

11.5 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to Licensors. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

11.6 No Representation of Coverage Adequacy. By requiring insurance herein, Licensors do not represent that coverage and limits will be adequate to protect Licensee. Licensors reserve the right to review any and all of the insurance policies and/or endorsements cited in this Master License Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Master License Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, Licensee's obligation to maintain the required insurance at all times.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Master License Agreement (and any extension) and until all obligations and performances under or related to this Master License Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee (and all other persons using, acting, working or claiming through or for Licensee or this Master License Agreement or issued Administrative SWF Permit (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless Licensors and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the Right-of-Way or the rights granted to Licensee with respect to the Right-of-Way or Licensee's exercise of its rights under this Master License Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the Right-of-Way or other property pursuant to this Master License Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Master License Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Right-of-Way or surrounding areas related to Licensee's exercise of its rights under this Master License Agreement, including without limitation, claims, liability, harm or damages caused in part by Licensors or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Licensee or Licensors may be liable. As a condition to Licensors' executing this Master License Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Licensee's use of real property under this Master License Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole gross negligence or intentionally wrongful acts of Licensors.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Licensee assumes the risk of any and all loss, damage or claims related to Licensee's use of the Right-of-Way or other property of Licensors, Licensee or third parties throughout the Term (including any extension) hereof. Licensee shall be responsible for

any and all damage to its property and equipment related to this Master License Agreement or issued Administrative SWF Permit.

11.9 Insurance to be Provided by Others. Licensee shall cause its contractors or other persons occupying, working on or about, or using the Right-of-Way pursuant to this Master License Agreement or an issued Administrative SWF Permit to be covered by their own or Licensee's insurance as required by this Master License Agreement. The required policy limits for commercial general liability insurance provided by such persons shall be One Million Dollars (\$1,000,000.00) for each occurrence, One Million Dollars (\$1,000,000.00) for products and completed operations annual aggregate, and Two Million Dollars (\$2,000,000.00) general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Right-of-Way (such as Licensee's consulting design engineers).

11.10 Letter of Credit. A letter of credit shall be received by the Town, delivered to _____, before any work is performed in the ROW.

11.10.1 The initial letter of credit amount shall be based upon the Licensee's good faith projection of the number of sites to be constructed within the Town during the current calendar year, calculated as follows: Thirty Thousand Dollars (\$30,000.00) for up to ten (10) SWF sites; Sixty Thousand Dollars (\$60,000) for eleven (11) to twenty (20) SWF sites; One Hundred Five Thousand Dollars (\$105,000) for twenty one (21) to thirty five (35) SWF sites; One Hundred Eighty Thousand Dollars (\$180,000) for thirty six (36) to sixty (60) SWF sites; Three Hundred Thousand Dollars (\$300,000) for sixty one (61) to one hundred (100) SWF sites; Four Hundred Fifty Thousand Dollars (\$450,000) for one hundred one (101) to one hundred fifty (150) SWF sites; Six Hundred Seventy Five Thousand Dollars (\$675,000) for one hundred fifty one (151) to two hundred twenty five (225) SWF sites; One Million Fifty Thousand Dollars (\$1,050,000) for two hundred twenty six (226) to three hundred fifty (350) SWF sites; One Million Five Hundred Thousand Dollars (\$1,500,000) for three hundred fifty one (351) to five hundred (500) SWF sites; Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) for five hundred one (501) to seven hundred fifty (750) SWF sites; and Three Million Dollars (\$3,000,000) for seven hundred fifty one (751) to one thousand (1,000) SWF sites. If the number of Licensee's SWF sites is more than one thousand (1,000), the Three Million Dollar (\$3,000,000) letter of credit shall remain in effect and the letter of credit for the SWF in excess of 1,000 sites shall be calculated using the schedule provided in this subsection.

11.10.2 The Town will determine at least once annually if the number of SWF sites that are permitted require that the letter of credit be upgraded to a higher amount. If Town requires a new letter of credit, it shall provide formal notice in writing to the Licensee. The Licensee must provide the new letter of credit within 45 days of receiving written notice.

11.10.3 The letter of credit shall be a security deposit for Licensee's performance of all of its obligations under this Master License Agreement.

11.10.4 The letter of credit shall meet the requirements listed on Exhibit "A" attached hereto utilizing those forms made part of Exhibit "A."

11.10.5 Licensee shall provide and maintain the letter of credit during the entire Term of this Master License Agreement (taking into account any extensions).

11.10.6 Licensee shall pay all costs associated with the letter of credit, regardless of the reason or manner such costs are required.

11.10.7 Within ten (10) business days after Licensor gives Licensee notice that Licensor has drawn on the letter of credit, Licensee shall cause the letter of credit to be replenished to its prior amount.

11.10.8 Licensor may draw on the letter of credit upon the occurrence of any Event of Default, and in the following circumstances whether or not they are an Event of Default:

11.10.8.1 Licensee fails to cause the letter of credit to be renewed, extended, increased in amount or otherwise maintained as required by this Master License Agreement.

11.10.8.2 The issuer of the letter of credit fails to immediately honor a draft on the letter of credit or otherwise repudiates or fails to honor the letter of credit.

11.10.8.3 Licensee fails to make monetary payments as required by this Master License Agreement.

11.10.9 Upon termination or expiration of this Master License Agreement, upon Licensee's written request, Licensor will release the letter of credit within sixty (60) days but only after Licensor determines that all obligations under this Master License Agreement have been satisfied, including but not limited to any obligations to remove Licensee's Improvements, including but not limited to the Communications Equipment, and restore the Use Areas and/or Rights-of-Way to their prior condition.

11.10.10 Licensor shall also have such additional rights regarding the letter of credit as may be provided elsewhere in this Master License Agreement.

XII. CONDEMNATION

12. Condemnation. The following shall govern any condemnation of any part of or interest in the Use Areas and any conveyance to Licensor or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

12.1. Termination for Condemnation. The Administrative SWF Permit for the Use Area shall terminate as to the part taken on the date that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession ("Condemnation Date"). A pro-rata reimbursement of the Base Use Fee Payment shall be made to Licensee, if applicable.

12.2. Condemnation Proceeds. Licensee hereby assigns and transfers to Licensor Licensee's entire interest in all condemnation damages, interest, severance damages, and any other payments or proceeds of any kind relating to the condemnation (collectively the "Condemnation Proceeds"). Licensee shall execute and deliver to Licensor assignments or other instruments requested by Licensor confirming such assignment and transfer. Licensee shall immediately pay to Licensor any Condemnation Proceeds Licensee may receive. The Condemnation Proceeds shall not include relocation benefits, if any, awarded specifically to Licensee to cover expenses of relocating Licensee's Improvements, including but not limited to Communications equipment, located at the Use Areas at the time of the condemnation, or any compensation specifically awarded to Licensee for any taking of the Communications Equipment itself. Any repair, relocation or similar costs relating to the Communications Equipment shall be borne by Licensee.

12.3. Power to Condemn. Licensee acknowledges that Licensor and others from time-

to-time may use the power to condemn the Use Areas or any interest therein or rights thereto. Licensors has not relinquished any right of condemnation or eminent domain over the Use Areas. Licensors does not warrant that Licensors will not condemn the Use Areas during the term of this Master Agreement, but Licensors does not presently have intentions to condemn the Use Areas.

XIII. DAMAGE TO USE AREAS

13. Damage to or Destruction of Use Areas. In the event of damage to or destruction of the of the Use Areas by fire, explosion, the elements, the public enemy, or other casualty, Licensee shall commence restoring the casualty damage within fifteen (15) days. Licensee shall complete the restoration work within sixty (60) days after commencing the restoration work. Licensee's restoration work shall be subject to the plans approval process and all other requirements for Licensee's Improvements. Licensee shall perform all restoration work at Licensee's sole cost and expense.

XIV. LICENSEE'S RECORDS

14. Licensee's Records. During the entire term of this Master License Agreement (and any extension), Licensee shall keep records and provide information to Licensors as follows:

14.1. Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations under this article include and are limited to the following cumulative topics as reasonably determined by Licensors (collectively the "Covered Information"):

14.1.1 The status of the construction, repair or restoration of Licensee's Improvements.

14.1.2 Information indicating whether Licensors or Licensee is in compliance with this Master License Agreement and all issued Administrative SWF Permit.

14.2 Records Inspection. Licensee shall, at its sole expense:

14.2.1 Permit and assist Licensors and its representatives upon fifteen (15) days' notice to inspect, audit, and copy Licensee's records of Covered Information.

14.2.2 Make the records of Covered Information (and reasonable accommodations for Licensors's audit and inspection) available to Licensors at Licensee's offices in Maricopa County, Arizona.

14.2.3 Cause Licensee's employees and agents and accountants to give their full cooperation and assistance in connection with Licensors's access to the Covered Information.

14.3 Record Retention. Licensee shall preserve records of the Covered Information in a secure place at Licensee's corporate headquarters in the continental United States and available to Licensors on request for review within the Town of Paradise Valley, Maricopa County, Arizona for a period ending seven (7) years after the time period reported by the records.

14.4 Record Media Included. Licensors's and Licensee's rights and obligations regarding the Covered Information apply regardless of the type of media, materials, or data repositories that may contain the Covered Information. Licensors's rights to the Covered

Information apply regardless of whether the Covered Information is stored in records, books, papers, documents, recordings, electronic or computer data, contracts, logs, notes, ledgers, correspondence, reports, drawings, and memoranda, and any and all other sources, records and repositories of Covered Information.

14.5 Reports. Licensee shall deliver to Licensor written reports (and, if requested by Licensor, a presentation to Licensor's governing council or designee) covering such Covered Information as Licensor may request from time to time. Licensor shall not request such reports more often than once in any twelve (12) month period.

14.6 Standards for Records. Licensee shall maintain a standard, modern system of recordkeeping for the Covered Information and shall keep and maintain proper and accurate books and other repositories of information relating to the Covered Information.

XV. COMPLIANCE WITH LAW

15. Compliance with Law. Licensee shall perform its obligations under this Master License Agreement in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, Licensee shall comply with all and each of the following:

15.1. Applicability of Municipal Law. Without limitation, Licensee shall comply with municipal laws as follows:

15.1.1 Licensee acknowledges that this Master License Agreement does not constitute, and Licensor has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the Town of Paradise Valley or any other governmental body upon or affecting Licensee, the Right-of-Way or Licensee's use of the Right-of-Way or Use Areas.

15.1.2 All of Licensee's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Licensee.

15.1.3 Licensor by approving this Master License Agreement and/or Administrative SWF Permit cannot and has not relinquished or limited any right of condemnation or eminent domain over the Right-of-Way, Use Areas, or any other property related to this Master License Agreement or within the Right-of-Way.

15.1.4 Licensor's rights and remedies hereunder for Licensee's failure to comply with all applicable laws supplement and are in addition to and do not replace otherwise existing powers of the Town of Paradise Valley or any other governmental body.

15.1.5 Licensee's rights hereunder and pursuant to an issued Administrative SWF Permit are further subject to all present and future building restrictions, regulations, zoning laws and all ordinances, resolutions, rules and orders of all bodies, bureaus, commissions and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction over the Use Areas or Licensee's use thereof. Licensee shall comply with all of the foregoing.

15.2 Permits. This Agreement does not relieve Licensee of the obligation to obtain permits, licenses and other approvals from Licensor or other units of government that are required for the erection, construction, reconstruction, installation, operation or maintenance of the Small Wireless Facility, including but not limited to the Communications Equipment, or provision of Telecommunications Services or any other service; or from compliance with applicable municipal codes, ordinances, laws and policies, such as Administrative SWF Permit regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, right-of-way permits and the like. Licensee shall obtain at its own expense all building or other permits in connection with all construction performed by Licensee, shall comply with all building safety, fire, pavement and curb cut and restoration, and similar laws and procedures of every description and shall pay all fees, charges and other amounts pertaining thereto.

15.3 Encroachment Permit. This Master License Agreement constitutes an "encroachment permit" to the extent of allowing the Communications Equipment to exist on the Right-of-Way but not to allow any construction or other work of any description in the Use Areas or to allow obstruction of traffic or alternation of Licensor's improvements. Before performing any work on the Right-of-Way, Licensee shall obtain the following additional permits, as applicable:

15.3.1 Permission to Work in the Right-of-way.

15.3.2 Permission to Alter Town Improvements.

15.3.3 Permission to Obstruct Traffic.

15.3.4 Any other applicable permits regarding work in the Right-of-Way.

15.4 Taxes, Liens and Assessments. In addition to all other amounts herein provided and to the extent consistent with applicable law, Licensee shall pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of this Master License Agreement may be levied upon or assessed upon or with respect to Licensee's use of the Right-of-Way, the operations conducted therein, any amounts paid or other performances under this Master License Agreement by either party, and all possessory interest in the Right-of-Way and Licensee's improvements and other property thereon. Licensee shall pay, indemnify, defend and hold harmless Licensor from any and all such obligations, including any interest, penalties and other expenses which may be imposed, and from any lien therefor or sale or other proceedings to enforce payment thereof.

15.5 Government Property Lease Excise Tax. Licensee shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 *et seq.* or similar laws in force from time to time. Pursuant to A.R.S. § 42-6206, failure by Licensee to pay the taxes after notice and an opportunity to cure is an event of default that could result in divesting Licensee of any interest in or right of occupancy of the Use Areas.

15.6 Radio Frequency Compliance Requirements. Licensee shall document and report and confirm its compliance with Federal Communications Commission ("FCC") Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules") as follows:

15.6.1 Licensee shall cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to Licensor a written letter (the "RF Letter") as follows:

15.6.2 The RF letter shall attest that Licensee's operation of the Communications

Equipment is in compliance with the FCC Rules. A statement from Licensee declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph.

15.6.3 Licensee shall maintain records of RF measurements and Communications Equipment performance in accordance with the FCC Rules.

15.7 Change in Law. If a provision of this Master License Agreement is affected by subsequent legislative action, this Master License Agreement shall continue in force and deemed amended to comply with such legislative action; provided, however, that if such action materially and adversely affects Licensee's or Licensors rights under this Agreement, the parties agree to negotiate in good faith to mitigate or compensate for such impacts, and provided further that, if the parties cannot agree, then a court of competent jurisdiction shall reform this Master License Agreement consistent with its other provisions.

15.8 Use Area Regulations. Licensors reserves the right to adopt, amend and enforce against Licensee ordinances, rules and regulations governing the operation of the Right-of-Way, including the Use Areas, Licensee's activities therein and thereon, and the public areas and facilities used by Licensee in connection therewith.

XVI. ASSIGNABILITY

16. Assignability. This Agreement is not assignable by Licensee (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following:

16.1. Assignments Affected. Every assignment of any of Licensee's interest in the Right-of-Way, this Master License Agreement, any Administrative SWF Permit, or any of Licensee's rights or interests is prohibited unless Licensee first receives from Licensors notice of Licensors consent to the assignment. (Such notice of consent may be contained below in this Master License Agreement.) All references in this Master License Agreement to assignments by Licensee or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions:

16.1.1 Any voluntary or involuntary assignment, conveyance or transfer of Licensee's right to use the Right-of-Way under this Master License Agreement or any interest or rights of Licensee under this Master License Agreement, in whole or in part.

16.1.2 Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Licensee's rights to use the Right-of-Way (collectively "Liens").

16.1.3 Any assignment by Licensee of any interest in this Master License Agreement for the benefit of creditors, voluntary or involuntary.

16.1.4 A Licensee Insolvency.

16.1.5 The occurrence of any of the foregoing by operation of law or otherwise.

16.1.6 The occurrence of any of the foregoing with respect to any assignee or other successor to Licensee.

16.2 Pre-approved Assignments. Subject to certain conditions hereafter stated, Licenser hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

16.2.1 Complete Assignment of Master License Agreement and Administrative SWF Permits. Licensee's complete assignment of all of Licensee's rights and interests in the Right-of-Way and this Master License Agreement to a single assignee who meets all of the following requirements, as determined by Licenser in Licenser's reasonable discretion (a "Qualified Operator"):

16.2.1.1 The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Licensee's and adequate to successfully perform under this Master License Agreement.

16.2.1.2 The assignee is experienced in the management and operation of similar projects.

16.2.1.3 The assignee assumes all of Licensee's obligations hereunder.

16.2.1.4 The assignee has a net worth of not less than Fifty Million and No/100 Dollars (\$50,000,000.00).

16.2.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

16.2.3 Merger. The merger or consolidation of Licensee with another entity that is a Qualified Operator.

16.2.4 Common Ownership Transfer. Licensee's complete assignment of all of Licensee's rights and interests in the Right-of-Way and this Master License Agreement to single assignee who is and remains a wholly owned subsidiary of Licensee's sole owner as of the date of the Master License Agreement (or a wholly owned subsidiary of a wholly owned subsidiary of Licensee's sole owner as of the date of the Master License Agreement).

16.3 Limitations on Assignments. Licenser's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied:

16.3.1 Except for the sale of stock, Licensee shall provide to Licenser a complete copy of the document assigning this Master License Agreement.

16.3.2 Each assignee must execute an assumption of this Master License Agreement in form acceptable to Licenser.

16.3.3 Each Pre-approved Assignment must satisfy all other requirements of this Master License Agreement pertaining to assignments.

16.4 Assignment Remedies. Any assignment without Licensor's consent shall be void and shall not result in the assignee obtaining any rights or interests in, under or related to this Master License Agreement. Licensor may, in its sole discretion and in addition to all other remedies available to Licensor under this Master License Agreement or otherwise, and in any combination, terminate this Master License Agreement, collect Fee Payment from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of Licensor under this Master License Agreement. No cure or grace periods shall apply to assignments prohibited by this Master License Agreement or to enforcement of any provision of this Master License Agreement against an assignee who did not receive Licensor's consent.

16.5 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of this Master License Agreement in the form attached hereto as Exhibit "B." No action or inaction by Licensor shall be deemed a waiver of the prohibition on assignments or any other provision of this Master License Agreement, or the acceptance of the assignee, sublicensee or occupant as Licensee, or a release of Licensee from the further performance by Licensee of the provisions of this Master License Agreement. Consent by Licensor to an assignment shall not relieve Licensee from obtaining Licensor's consent to any further assignment. No assignment shall release Licensee from any liability hereunder.

16.6 Unity of Assignment. Any assignment must cover Licensee's entire interest in the Communications Equipment, this Master License Agreement, and all issued Administrative SWF Permits. All of Licensee's rights under this Master License Agreement must at all times remain in the hands of a single person or entity so that Licensor is only dealing with a single Licensee as to this Master License Agreement, the issued Administrative SWF Permits, and the Communications Equipment.

16.7 Enforceability after Assignment. No consent by Licensor shall be deemed to be a novation. Licensor's consent to any assignment does not in any way expand or modify this Master License Agreement or waive, diminish or modify any of Licensor's rights or remedies under this Master License Agreement. This Master License Agreement shall be enforceable against Licensee and each successor, partial or total, and regardless of the method of succession, to Licensee's interest hereunder. Each successor having actual or constructive notice of this Master License Agreement shall be deemed to have agreed to the preceding sentence.

16.8 Grounds for Refusal. Except for the Preapproved Assignments, no assignment of this Master License Agreement by Licensee is contemplated or bargained for. Without limitation, Licensor has the right to impose upon any consent to assignment such conditions and requirements as Licensor may deem appropriate.

16.9 Form of Assignment. Any assignment shall be by agreement in form and content acceptable to Licensor. Without limitation, any assignment shall specify and require that each assignee acquiring any interest under this Master License Agreement shall assume and be bound by and be obligated to perform the terms and conditions of this Master License Agreement and issued Administrative SWF Permits.

16.10 Consent to Assignments. Licensee shall attach to each Pre-approved Assignment a copy of Licensee's notice to Licensor of the Pre-approved Assignment and other required documents, Licensee shall attach to each other assignment, a copy of Licensor's notice to Licensee of Licensor's consent to the assignment. This Agreement shall continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment.

16.11 Assignment Fee. Licensee shall pay to Licensor in advance the sum of Three Thousand Five Hundred Dollars (\$3,500) as a nonrefundable fee for legal, administrative and other expenses related to every Pre-approved Assignment (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether or not Licensor grants such request.

XVII. MISCELLANEOUS

17. Miscellaneous. The following additional provisions apply to this Master License Agreement:

17.1. Amendments. This Master License Agreement may not be amended except by a formal writing executed by all of the parties.

17.2. Dates. Any reference to a year shall refer to a calendar year unless a fiscal year is specifically stated. Sunday, Saturday and Arizona legal holidays are holidays for purposes of this Master License Agreement and issued Administrative SWF Permits.

17.3. Time of Essence. Time is of the essence of each and every provision of this Master License Agreement and issued Administrative SWF Permits.

17.4. Severability. If any provision of this Master License Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Master License Agreement.

17.4.2 This Master License Agreement shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of Licensor shall have any direct or indirect interest in this Master License Agreement and any Administrative SWF Permit, nor participate in any decision relating to the Master License Agreement or any Administrative SWF Permit that is prohibited by law.

17.6 No Partnership. This transactions and performances contemplated herein shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.7 Nonliability of Officials and Employees. No elected official, representative or employee of Licensor shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by Licensor or for any amount which may become due to any party or successor, or with respect to any obligation of Licensor or otherwise under the terms of this Master License Agreement or related to this Master License Agreement.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by overnight express courier, registered or certified mail, return receipt requested, postage prepaid addressed to:

If to Licensors: Town Manager
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, AZ 85253

Copy to: Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, AZ 85253

If to Licensee: _____

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail. Notice may not be given by email.

17.9 Integration. This Master License Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence, memoranda and representation regarding the Right-of-Way.

17.10 Construction. Whenever the context of this Master License Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Master License Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Master License Agreement. The terms of this Master License Agreement were established in light of the plain meaning of this Master License Agreement and this Master License Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Licensee or Licensor.

17.11 Funding. This subparagraph shall control notwithstanding any provision of this Master License Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill Licensor's obligations under this Agreement are not appropriated by the Town of Paradise Valley Town Council, Licensor may terminate this Master License Agreement, by notice to Licensee. Licensor shall use best efforts to give notice of such a termination to Licensee at least thirty (30) days prior to the end of Licensor's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of this Master License Agreement by Licensor. No person will be entitled to any compensation, damages or other remedy from Licensor if this Master License Agreement is terminated pursuant to the terms of this subsection.

17.12 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Master License Agreement.

17.13 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Master License Agreement or shall have any right or cause of action hereunder. Licensor shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Master License Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Master License Agreement.

17.14 Exhibits. All Exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of this Master License Agreement for all purposes.

17.15 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce this Master License Agreement or for failure to observe any of the covenants of this Master License Agreement or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.16 Choice of Law. This Master License Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Licensor has not waived its claims procedures as respects this Master License Agreement. Exclusive proper venue for any action regarding this Master License Agreement shall be Maricopa County Superior Court or a Federal district court sitting in Maricopa County. Licensor and Licensee consent to personal jurisdiction in such courts.

17.17 Approvals and Inspections. All approvals, reviews and inspections by Licensor under this Master License Agreement or otherwise are for Licensor's sole benefit and not for the benefit of Licensee, its contractors, engineers or other consultants or agents, or any other person.

17.18 Statutory Cancellation Right. In addition to its other rights hereunder, Licensor shall have the rights specified in A.R.S. § 38-511.

17.19 Legal Workers. If and to the extent A.R.S. §41-4401 is applicable to this Agreement, Licensee shall comply with laws regarding workers as follows:

17.19.1 Licensee warrants to Licensor that Licensee and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Licensee and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

17.19.2 A breach of the foregoing warranty by Licensee shall be deemed a material breach of this Master License Agreement and any issued Administrative SWF Permits that are subject to penalties up to and including termination of this Master License Agreement.

17.19.3 Licensor retains the legal right to inspect the papers of any employee of Licensee or any subcontractor who works on a Use Area pursuant to this Master License Agreement or any Administrative SWF Permit to ensure that they or the subcontractor is complying with the warranty given above.

17.19.4 Licensor may conduct random verification of Licensee's and its subcontractors' employment records to ensure compliance with the warranty given above.

17.19.5 Licensee shall indemnify, defend and hold Licensor harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above.

EXECUTED as of the date first given above.

(Signatures on Following Page)

LICENSEE:

a(n) _____

By: _____

Printed name

Its: _____

Date _____

LICENSOR:

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

By: _____

Town Manager

Date: _____

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney

STATE OF _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____, by _____,

_____ of

_____, a _____.

Notary Public

My Commission Expires:

EXHIBIT A – LETTER OF CREDIT STANDARD TERMS AND FORMS

Standards for Letters of Credit

In addition to any other requirements imposed upon a letter of credit (the “Letter of Credit”) issued pursuant to this Master License Agreement, each Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, and irrevocable.

1.2 The Letter of Credit is payable to the Town upon presentation of the Town’s draft.

1.3 Town may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is conditioned for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after Town’s draft on the Letter of Credit is honored, Town must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

1.6 The issuer specifies a telefax number, email address, and street address at which Town may present drafts on the Letter of Credit.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration the issuer notifies the Town in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.

1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce.

1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by the Town’s Budget and Finance Director, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by the Budget and Finance Director or designee, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust company satisfactory to the Town.

3.3 The issuer shall have a net worth of not less than \$1 billion.

TABLE OF EXHIBITS

A. LETTER OF CREDIT STANDARD TERMS AND FORMS

B – FORM FOR ASSUMPTION OF FIBER RIGHT-OF-WAY LICENSE AGREEMENT

EXHIBIT A (Cont'd) – LETTER OF CREDIT STANDARD TERMS AND FORMS

Form of Letter of Credit

Date _____, 20____
Letter of Credit No.: _____

Chief Finance Officer
Town of Paradise Valley
6401 E. Lincoln Drive Paradise Valley, AZ 85253

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of _____
in the aggregate amount of _____ (\$ _____),
available upon presentation of your draft in the form attached hereto as **Schedule 1**.

We will honor each draft presented to us at our above office in compliance with the terms of this Letter of Credit. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Maricopa County, Arizona upon which we may endorse our payment. Drafts may be presented by any of the following means:

1. By telefax to (_____) _____ - _____.
2. By email to _____.
3. By hand or overnight courier service delivery to:

This Letter of Credit is valid until _____, 20____ and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the _____. This Letter of Credit is not assignable.

_____[bank name]_____, a _____
By _____[bank officer's signature] _____
_____[bank officer's name printed] _____
Its _____[bank officer's title] _____
Phone: _____[bank officer's phone number] _____

EXHIBIT A (Cont'd) – LETTER OF CREDIT STANDARD TERMS AND FORMS

Form of Draft on Letter of Credit

To: _____

From: Chief Finance Officer
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85253

Date: _____, 20____

Ladies and Gentlemen:

Pursuant to your Letter of Credit No. _____, the Town of Paradise Valley hereby demands cash payment in the amount of _____ (\$_____).

Please make your payment to the Town of Paradise Valley in the form of a wire deposit to:

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Chief Finance Officer of the Town of Paradise Valley. If there is any imperfection or defect in this draft or its presentation, please inform me immediately at 480-____-____ so that I can correct it. Also, please immediately notify the Town Attorney at 480-348-3691.

Thank you.

Town of Paradise Valley, Chief Finance Officer

EXHIBIT B - ASSUMPTION OF LICENSEE'S MASTER LICENSE AGREEMENT FOR SMALL WIRELESS FACILITIES IN THE RIGHT OF WAY

This assumption is made pursuant to paragraphs 16.3.2 and 16.5 of that certain Master License Agreement for Small Wireless Facilities in the Right of Way (the "Master License Agreement") between the Town of Paradise Valley, an Arizona municipal corporation ("Licensor") and _____, a

_____ ("Licensee") dated _____, 20_____.
_____, a _____ ("Assignee"), having acquired the rights of the original licensee under the Master License Agreement, hereby assumes the Master License Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Master License Agreement, all in favor of Licensor. The person signing this document on behalf of Assignee warrants to Licensor his authority to do so.

Dated: _____, 20_____

ASSIGNEE:

A _____

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, _____ of _____, a _____.

Notary Public

My Commission Expires: [Date]