

MASTER LICENSE AGREEMENT

BETWEEN

AT&T

AND

THE CITY OF LOS ANGELES

DEPARTMENT OF WATER AND POWER

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Licensee: AT&T

Master License Agreement No.

LOS ANGELES DEPARTMENT OF WATER AND POWER  
TELECOMMUNICATIONS MASTER LICENSE AGREEMENT  
FOR WIRELESS CARRIERS

This Master License Agreement is made and entered into this      day of  
2015 ("Effective Date") by and between the CITY OF LOS ANGELES  
acting by and through its LOS ANGELES DEPARTMENT OF WATER AND  
POWER ("LADWP"), AT&T hereinafter called Licensor or LADWP, and the  
above-named Licensee, hereinafter called Licensee. Licensor and Licensee may  
hereinafter be collectively referred to as "Parties".

RECITALS

WHEREAS, Licensor holds fee and or other interests in real properties  
situated in various locations throughout California, Nevada, Arizona, Oregon, and  
Utah (each such location is referred to individually herein as a "Site" and all such  
locations are referred to collectively herein as the "Sites"); and

WHEREAS, Licensee may desire to license space at certain Sites in order  
for Licensee to install, operate, and maintain thereon wireless  
telecommunications facilities; and

WHEREAS, Licensor is willing to license on a non-exclusive basis to  
Licensee space at certain Sites, from time to time, under the terms and  
conditions set forth herein; and

WHEREAS, Licensor finds that the real properties to be licensed are not  
presently needed for LADWP purposes and the grant of this Master License  
Agreement will not interfere with LADWP purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and  
sufficiency of which are hereby acknowledged, Licensor and Licensee agree as  
follows:

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## MASTER LICENSE AGREEMENT

### 1. Master License Agreement

1.1. This Master License Agreement sets forth the basic terms and conditions upon which each Site (defined in Section 2 below) is licensed by Licensor to Licensee. Upon agreement between the Licensor and Licensee with respect to the particular terms of a Site, the Parties shall execute a Site License Agreement ("Site License") in the form attached hereto as Exhibit A and incorporated herein by this reference. The Site License may be subject to minor modifications as agreed to by Licensor and Licensee in the future without amending the Master License Agreement. In the event of a discrepancy or inconsistency between the terms and conditions of any applicable Site License and this Master License Agreement, the terms and conditions of the applicable Site License shall govern and control.

### 2. Site License Agreement

2.1. Licensor holds fee and/or other interests in real properties situated in various locations throughout California, Nevada, Arizona, Oregon, and Utah. Each general location licensed is further described in the applicable Site License ("Premises") and the particular portion of the Premises used by Licensee is referred to herein as a "Site" or collectively described herein as "Sites." Subject to the terms and conditions contained in this Master License Agreement and in the Site License relating to a particular Site, Licensor hereby licenses on a non-exclusive basis to Licensee the Site on the Premises owned and or controlled by Licensor as described in the applicable Site License. Each Site License shall act as a separate and independent agreement for each Site. It is the intent of both Parties to incorporate this Master License Agreement into each Site License to supplement and set forth the terms applicable to each of the independent Site Licenses. It is understood and agreed that Licensee's right and license to place an unmanned wireless telecommunications facility on the Premises is non-exclusive. However, the individual Site within the Premises licensed to the Licensee shall be exclusive for Licensee's wireless telecommunications equipment, subject to the terms and conditions of this Master License Agreement and the applicable Site License. Further, Licensee's license and rights granted under this Master License Agreement and the applicable Site License are revocable as stated in Section 7 of this Master License Agreement. The "Commencement Date" for each Site License shall be stated on the applicable Site License.

2.2. Site License Application Procedure for Existing Sites

2.2.1. Within one (1) month of the Effective Date of this Master License Agreement, Licensee shall provide to Licensor the following:

2.2.1.1. Most recent full set of engineering drawings signed by the person professionally responsible for the engineering drawings either by license or law.

2.2.1.2. Copy of the approved Conditional Use Permit (CUP), if required.

2.2.1.3. Copy of the building permit, if necessary.

2.2.1.4. Any other necessary information and data in order to process the Site License(s).

2.3. Site License Application Procedure for New Sites

2.3.1. Licensee shall submit an application, as shown on Exhibit B, and the required administrative fees as stated in Section 21.1 of this Master License Agreement to start the process.

2.3.2. Licensee shall provide any additional information and documents Licensor may request throughout the site licensing process.

3. Use

3.1. The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use said Premises for the public purposes to which it is now and may, at the option of the Licensor, be devoted. Licensee undertakes and agrees to use said Premises and to exercise this Master License Agreement jointly with Licensor, and will at all times exercise the permission herein given in such a manner as will not unreasonably interfere with the full use and enjoyment of the Premises by the Licensor.

3.2. A Site may be used by Licensee only for the purpose of providing wireless telecommunications services, including transmission and reception of radio communications signals, and the construction, operation, and maintenance of related wireless telecommunications facilities.

#### 4. Term

- 4.1. This Master License Agreement shall have a term of five (5) years, with the option to extend the agreement for five (5) additional five (5) year terms, each of which may be exercised as follows: Within six (6) months of the expiration of the Master License Agreement, Licensor may request in writing to extend the term for an additional five (5) years. LADWP may grant the extension, at its sole discretion, provided that Licensee's account is in good standing and Licensee is in compliance with all of the terms and conditions of the Master License Agreement and any all Site License(s).
- 4.2. The term shall commence on the first day upon which the Master License Agreement is fully executed by all authorized representatives of the parties or as stated in Section 27.13 of this Master License Agreement. The Master License Agreement shall remain in effect and is binding on any successor in interest to either Licensor or Licensee. Such statement does not constitute a waiver of the applicability and requirements of Section 18 of this Master License Agreement.
- 4.3. The term of each related Site License Agreement shall be set forth in the applicable Site License Agreement provided that, the term of any related Site License Agreement shall not exceed the term of this Master License Agreement. Licensee agrees to begin the process of gaining approvals necessary to build a proposed site from outside agencies, such as Planning Department and Department of Building and Safety, immediately after the Execution Date stated on this Master License Agreement Section 27.14 and after sending the Licensor all the necessary documents stated in Section 2.2 of this Master License Agreement. Construction of the Site shall not begin until after a fully-executed Site License is obtained and after a preconstruction meeting is held between the appropriate representatives of Licensee and Licensor.
- 4.4. If, at any time during the term of the applicable Site License, it becomes commercially inadvisable in Licensee's business judgment for Licensee to utilize a Site, or if any required certificate, permit, license or approval is denied, canceled, or otherwise terminated so that Licensee is unable to use the Site for its intended purpose, Licensee may terminate the applicable Site License by notice in writing as stated in Section 7 of this Master License Agreement.

5. Term of Site Licenses

- 5.1. The term of each Site License Agreement shall be the balance of the term remaining under this Master License Agreement.
- 5.2. This Master License Agreement, as incorporated into each Site License, shall remain in full force and effect during the term of that applicable Site License.

6. Holding Over

- 6.1. Hold-over period is the continued presence of Licensee beyond the term of each Site License without an agreement with Licensor having been entered into.
- 6.2. The acceptance by Licensor of rent during any hold-over period shall not be construed to be a grant or approval of any extension of the term or create any new term of the Master License Agreement or any applicable Site License.
- 6.3. Notwithstanding the above, upon expiration of this Master License Agreement or any applicable Site License(s), Licensee shall be subject to all conditions set forth in this Master License Agreement or any particular Site License Agreement(s).
- 6.4. The hold-over license fee stated in Section 8.5 or other applicable sections of the applicable **Site License** shall apply during any hold-over period except as otherwise set forth herein
- 6.5. Should the Licensee find itself in a hold-over period as a result of delay to complete LADWP and City processes caused solely by LADWP, the hold-over license fee in **Site License** Section 8.5 or other applicable sections of the applicable Site License shall not apply.

7. Termination and Surrender of Sites

- 7.1. Regardless of the manner or duration of use or occupancy of said Site and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this Master License Agreement may be terminated at any time for any reason or no reason at all at the sole discretion of the Licensor by giving Licensee ninety (90) calendar days' written notice of termination.

- 7.2. Licensor may terminate this Master License Agreement on ninety (90) calendar days' written notice of termination in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms, conditions, provisions, or covenants herein. Notice of termination shall be given by delivering the same to Licensee by mailing the same to Licensee's notice addresses from Sections 8.1.1. and 8.1.2. Failure by the Licensor to terminate this Master License Agreement for noncompliance of the terms and conditions by Licensee shall not constitute a waiver of the terms or conditions.
- 7.3. In the event of termination of this Master License Agreement by the Licensor, the Licensor agrees to refund any unused License Fees. License Fee shall be prorated from the date said Site is restored in a neat, clean and orderly condition as determined by the Licensor.
- 7.4. Licensee may request to terminate this Master License Agreement upon giving ninety (90) calendar days' written notice to Licensor subject to the approval of Licensor.
- 7.5. In addition to obligations imposed on Licensee elsewhere in this Master License Agreement, and upon termination of this Master License Agreement for whatever reason, the Licensee shall be responsible for the following to the extent any of which is caused by or introduced onto the Premises by the Licensee or by anyone acting on its behalf: all cleanup or other costs and expenses including but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Premises, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act



[42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act (30 USCS §§120l et. seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11 001 et. seq.); the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.]; the California Hazardous Substances Account Act (H&SC §§25300 et. seq.); the California Hazardous Waste Control Act [H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et. seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et. seq.) together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Premises, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Licensor and any governmental body having jurisdiction there over.

- 7.6. Upon termination of this Master License Agreement, Licensee shall surrender the Sites in a neat, clean and orderly condition. Licensee shall complete the restoration of the Sites to their original condition or better prior to termination of this Master License Agreement. Restoration of the Sites shall include, but not limited to, removal of all of the Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by the Licensor. No later than sixty (60) days prior to the expiration of this Master License Agreement, Licensee shall call the Licensor's Real Estate Section at (213) 367-0564 to make arrangements for a field inspection of Licensee's improvements on the Sites in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of the Licensor.
- 7.7. Upon expiration or termination of this Master License Agreement, the Licensor will expeditiously conduct an inspection of each Site to determine if restoration has been completed by Licensee. If the Licensor determines that restoration has not been completed upon expiration or termination of this Master License Agreement, the Licensor may restore said Site entirely at the risk and expense of the Licensee. The cost of said restoration by the Licensor shall be deducted from the Licensee's restoration deposit. If said Licensee's restoration deposit is insufficient to cover the restoration costs, the

Licensor will bill the Licensee, and Licensee shall promptly pay the Licensor for the restoration costs in excess of the Licensee's restoration deposit.

- 7.8. Within thirty (30) calendar days of determining that Licensee has satisfactorily completed restoration of each Site, Licensor will return the remaining balance on Licensee's restoration deposit.

8. Notice

- 8.1. All notices hereunder must be in writing and shall be deemed validly given if personally delivered or sent by first class mail return receipt requested, certified mail, or commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as provided below. Licensee shall notify the Licensor of any changes in Licensee's mailing address and daytime telephone number within ten (10) calendar days of changes. Any notice to Licensor shall be given by sending such notice, in the manner provided above, to the Los Angeles Department of Water and Power, Real Estate Section, P.O. Box 51111, Room 1031, Los Angeles, California 90051-0100. Notice to Licensor shall be effective upon delivery, or if by first class mail return receipt requested, or certified mail, three (3) days after deposit in the mail.

- 8.1.1. Any notice to Licensee shall be given by delivering or mailing such notice to:

AT & T Mobility  
Property Management Dept.  
12900 Park Plaza Drive, 3<sup>rd</sup> Floor  
Cerritos, CA 90703

9. License and other Fees

9.1. Upon commencement of any applicable Site License, Licensee agrees to pay to Licensor the License Fee per schedule as stated in Section 8.1 or other applicable sections of any applicable Site License. After the initial License Fee payment, all payments shall be made annually in advance, thirty (30) calendar days prior to the anniversary date of the commencement of any applicable Site License, for each year of said term.

9.2 Other costs and expenses.

9.2.1 Licensee recognizes and acknowledges that Licensee will be obligated to pay Licensor for reviews, planning, inspections, escorts, and any other services performed by Licensor for Licensee and/or in connection with this Master License Agreement and/or any associated Site License. Licensee will pay for all such services, (including fringe and other benefits), costs (including overhead) and expenses. The rates charged will be updated not more frequently than once every two years. Licensee shall pay Licensor within thirty days of presentation of a bill.

9.3. All payments subsequent to the initial payment shall reference the LADWP File stated in Section 8.3 or other applicable sections of any applicable Site License, and sent to the following address:

Los Angeles Department of Water and Power  
Billing Projects and Claims  
P.O. Box 51212, Room 450  
Los Angeles, California 90051

10. Default and Remedies

10.1. The following events shall be deemed to be events of default ("Default Events") by Licensee under this Master License Agreement:

10.1.1. Licensee fails to pay any rent due or any other payment required under this Master License Agreement or any applicable Site License, which failure continues for a period of thirty (30) calendar days after such payment should have been paid pursuant to the terms and conditions of this Master License Agreement or any applicable Site License;

- 10.1.2. Licensee fails to comply with any term, condition, provision, or covenant of this Master License Agreement or any applicable Site License, other than paying rent, and does not cure such failure within thirty (30) calendar days after the Licensor has sent written notice to Licensee specifying such failure or such longer period of time as may be granted by the Licensor in writing to cure such default, unless Licensee is diligently proceeding to cure such default, which determination shall be at the sole discretion of the Licensor;
- 10.1.3. Licensee makes an assignment of this Master License Agreement or any applicable Site License, or any rights granted to Licensee hereunder, to, and for the benefit of, Licensee's creditors;
- 10.1.4. Licensee, within thirty (30) calendar days after the commencement of any proceeding against Licensee seeking adjudication of bankruptcy or reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed;
- 10.1.5. The appointment of a receiver, trustee or liquidator of the Licensee, of a not immaterial part of the Licensee's assets, unless within thirty (30) days after the appointment Licensee causes such appointment to be and remain vacated.
- 10.1.6. The interests of Licensee under this Master License Agreement and/or any applicable Site License shall not, except at the Licensor's option and with its written consent, be assignable by operation of law. In case of bankruptcy by Licensee, or the appointment of a receiver for Licensee and such receiver is not removed within one hundred twenty (120) calendar days from the date of appointment, or if a receiver is appointed to take possession of the Site(s) as a result of any act or omission of Licensee and such receiver is not removed within one hundred twenty (120) calendar days from the date of appointment, or if possession of the Site(s) is taken by virtue of any attachment, execution, or the levy of any judicial process, the Licensor, at its election, may after written notice to Licensee terminate this Master License Agreement and/or any applicable Site License.

10.2. Upon the occurrence of a Default Event, the Licensor, in addition to any other rights or remedies available to the Licensor under the terms and conditions of this Master License Agreement and at law or in equity, shall have the following rights and remedies:

10.2.1. Licensor may give notice to terminate this Master License Agreement or any applicable Site License Agreement(s).

10.2.2. After the occurrence of a Default Event, the Licensor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Default Event for the account and at the expense of Licensee provided Licensor first provides Licensee thirty (30) days written notice of its intent to cure such breach if Licensee fails to cure within that thirty (30) day period. Such notice period is not required in cases of emergency as determined by the Licensor in its sole discretion, where the Licensor may proceed without prior notice to Licensee. Licensee shall, upon demand, immediately reimburse the Licensor for all costs, including costs of settlements, defense, court costs, and attorney fees that the Licensor may incur in the course of any cure.

10.2.3. No security or guaranty for the performance of Licensee's obligations that the Licensor may now or later hold shall in any way constitute a bar or defense to any action initiated by the Licensor or unlawful detainer or for the recovery of the Site(s), for enforcement of any obligation of Licensee, or for the recovery of damages caused by a breach of this Master License Agreement and/or any applicable Site License, or by a Default Event.

10.2.4. Except where this is inconsistent with or contrary to any provision of this Master License Agreement and/or any applicable Site License, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this Master License Agreement and/or any applicable Site License shall be deemed to be a waiver of any subsequent

violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

- 10.3. Failure to obtain written permission from the Licensor to change/modify existing Sites is a breach of the Master License Agreement and at a minimum requires Licensee to pay an additional fee in the amount of Four Thousand Five Hundred Dollars (\$4,500), unless otherwise stated in the Site License, for each breach. Failure to obtain written permission from the Licensor shall constitute a default of the Master License Agreement. Continuing encroachments, additional encroachments, or continued unauthorized work performed at the Sites are grounds for termination of the Master License Agreement. Change out Requests on LADWP towers will be denied.

## 11. Required Deposits

- 11.1. Security Deposit: Licensee shall post a security deposit in the amount stated in Section 9.1 or other applicable sections of any applicable Site License to assure compliance with the terms and conditions of the Master License Agreement and Site License. Security deposit shall be in the form of a cashier's check or other guaranteed form of payment or performance bond. No interest shall be paid on this deposit.
- 11.2. Restoration Deposit: Licensee shall post a restoration deposit in the amount stated in Section 9.2 or other applicable section of any applicable Site License to assure restoration of the Site when Licensee vacates the Premises. Restoration deposit shall be in the form of a cashier's check or other guaranteed form of payment or performance bond. No interest shall be paid on this deposit.

## 12. Construction

- 12.1. Detailed plans for any grading, paving, electrical, and construction work within the Sites shall be submitted for approval to the Licensor's Real Estate Section, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100, no later than forty five (45) calendar days prior to the start of any grading, paving, electrical, or construction work. Notwithstanding any other notices given by Licensee required herein, Licensee shall also notify the Licensor's Transmission Section at (818) 771-5031

and/or Licensor's Property Manager at (213) 367-1057 no earlier than fourteen (14) calendar days and no later than five (5) working days prior to the start of any grading, paving, electrical, or construction work and provide the name and contact information of the field supervisor overseeing the actual work.

- 12.2. If Licensor determines at any time and at its sole discretion that any construction or construction-related work is potentially hazardous or detrimental to any person or property, Licensor shall have the right to terminate said construction.
- 12.3. Refer to Section 20.10 of this Master License Agreement and/or any applicable Site License for all the required permits and clearances prior to construction.
- 12.4. Licensee shall not place any equipment or improvements within the Site(s) except for those shown in Exhibit A of the Site License. Licensee shall obtain written approvals from Licensor for any changes or additions to said equipment or improvements prior to the construction of such changes or additions. Detailed drawings showing the changes, application, and fee shall be submitted to LADWP's Real Estate Section. Refer to Section 15.1 of the Master License Agreement for the required documents and process. Unapproved equipment or improvements found on the Site(s) is a Default Event which entitles Licensor to all of the rights and remedies set forth herein, including, but not limited to, corrective actions by Licensor and/or termination of the Master License Agreement and/or Site License Agreement(s).
- 12.5. "As-Built and/or Record" drawings of the Site(s) shall be furnished to the Manager of Real Estate at the address listed in Section 8.1 within ten (10) working days after each installation is completed pursuant to this Master License Agreement or any applicable Site License. "As-Built and/or Record Drawings" are the post-construction documents that depict the actual physical condition of the constructed and/or installed facility.
- 12.6. Licensee shall complete construction within eighteen (18) months of the commencement of the Site License. Failure to complete construction within eighteen (18) months of the commencement of the Site License shall also constitute a breach of the Site License and subject the Site License to termination.
- 12.7. Refer to Section 26 of the Master License Agreement for any additional construction guidelines and conditions.

13. Utilities

- 13.1. Licensee shall pay all costs, fees, or charges assessed by the servicing utility for the application, installation, maintenance, or removal of any utilities or services required for Licensee's exercise of the permission herein given.
- 13.2. For areas served by LADWP, Licensee shall submit an application for requesting electric service by filling out the Meter Application Request as shown on Exhibit C.

14. Access

- 14.1. Licensee shall access the Premises by fully complying with Licensor's security and operation procedures and shall take reasonable precautions to prevent unauthorized ingress and egress to the Premises through the Sites. Said security and operational procedures may be different from one Site to the next and Licensee will be made aware of those security and operation procedures prior to Licensor approving access to these Sites.
- 14.2. For Sites within a secured Premise, the LADWP Facility/Property Manager will determine the level of support required:
  - (a) If no support is required, no fee is required.
  - (b) If an observer is required, Licensee is assessed a One Thousand Dollars (\$1,000) fee (per observer), unless otherwise stated in the Site License, prior to each appointment. Said fee must be paid prior to each appointment.

An appointment is defined as a period starting in any single day from the initial entry onto the Premises until the work is completed, up to a maximum of seven hours.

- 14.3. Some of the secured Premises require access approval in advance due to security concerns and/or regulations. In addition, access may be temporarily denied, or restricted on nights (Monday to Thursday) 4:01 p.m. through 7:59 a.m., weekends (Friday, 4:01 p.m. to the following Monday, 7:59 a.m.), and holidays (from 4:01 p.m. of the day before the holiday – New Year's Day, Martin Luther King, Jr's Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and



Christmas Day), unless the nature of the visit is an extreme emergency. In that case, the Licensee's National Operations Center must contact the Licensor's Voice Operations Control Center at (213) 367-4211 for approval and an observer will be called in for a fee of Four Thousand Five Hundred Dollars (\$ 4,500) per appointment, subject to change. Information must be provided to the Licensor's VOC at the time of call as shown on Exhibit D. If arrangement was made for an observer, the fee must be paid within twenty four (24) hours after the request and no later than eight (8) hours before the scheduled visit regardless of whether the work was performed or canceled.

15. Maintenance, Repairs, and Change Out

- 15.1 Licensee shall submit a written request for any maintenance or replacement of wireless telecommunications equipment. If the Licensor determines that the request does not require a full set of drawings, the Licensor will inform the Licensee that no further review is needed. However, if the Licensor determines that a new set of drawings is required, Licensee shall submit a Change Out Application, as shown on Exhibit E, a detailed set of drawings showing the current wireless telecommunications equipment being replaced and its associated replacement, and a fee of Four Thousand Dollars (\$4,000), subject to increases as determined by the Licensor. Licensor's appropriate operating group(s) shall review and approve the drawings. Upon approval, the Licensor's appropriate operating group(s) shall sign and date the drawings, which will then become a part of the Site License as Exhibit A. Unapproved wireless telecommunications equipment or improvements found on the Site may be considered a breach of the Master License Agreement and subject to corrective actions, up to and including termination of the Master License Agreement and/or Site License Agreement(s).
- 15.2. Licensee shall be solely responsible for operating, maintaining and replacing its equipment, and ensuring that it is in good operating order. Licensee is required to obtain approval from the Licensor's Real Estate Section, as shown on Exhibit E, prior to any repair, replacement or maintenance visits. If an observer is required as discussed in Section 14 of this Master License Agreement, the appropriate access fee shall apply. The access fee shall be paid prior to any site visit.

## 16. Indemnification

### 16.1 General.

16.1.1 Licensee on behalf of itself and its successors and assigns undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Licensor, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Licensee's employees, contractors, customers, invitees and agents, or persons who enter onto the Premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this Master License Agreement and/or any Site License 2) the premises or Sites covered by this Master License Agreement and/or any Site License, 3) the acts or omissions of Licensee or its officers, employees, contractors, agents, customers invitees, or trespassers and/or 4) the non-performance or breach of any term, condition, provision, or covenant of this Master License Agreement and/or Site License, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Licensor. Failure of the Licensor to terminate any construction or construction-related work pursuant to Section 12.2 shall not limit Licensee's liability under this indemnity provision. This indemnity shall apply whether occurring during the term of this Master License Agreement and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this Master License Agreement.

## 16.2 Environmental.

16.2.1 Licensee has inspected the Premises, knows the condition thereof, and on behalf of itself and its successors and assigns further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Licensor, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Licensor, defend by counsel satisfactory to the Licensor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, proceedings, damages, demands, judgments, civil fines, penalties, (including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Licensee employees and agents, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Licensee of any term and/or condition of this Master License Agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Licensee or its personnel with respect to the Sites covered under this Master License Agreement, on the part of the Licensee, or the Licensee's officers, agents contractors, employees, customers invitees, or trespassers. Regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Licensor. Failure of the Licensor to terminate any construction or construction-related work pursuant to Section 12.2 shall not limit Licensee's liability under this indemnity provision. This indemnity shall apply whether occurring during the term of this Master License Agreement and any time thereafter, and shall be in

addition to any other rights or remedies which Indemnitees have under law or under this Master License Agreement.

- 16.3. Licensee shall neither hold Licensor liable nor seek indemnity from Licensor for any damage to the Licensee's wireless telecommunications facilities due to future construction or reconstruction by Licensor within the Sites. Licensor shall notify Licensee of any pending construction by Licensor to enable Licensee to protect its telecommunications facilities and Licensee assumes the risk of any and all such damage.

## 17. Insurance

- 17.1. Licensee shall obtain and keep in force during the term of this Master License Agreement the insurance coverage specified in the applicable Site License as shown on Attachment A, (Insurance Requirements). Licensee shall provide the Licensor with evidence of insurance from insurers acceptable to the Licensor and in a form acceptable to the Licensor. Licensor shall provide Licensee with insurance endorsement forms for use in showing evidence of the required coverage. Instructions for completing, executing and submitting evidence of insurance are attached thereto. Licensor may from time to time reasonably require Licensee to secure and maintain additional insurance coverage not specified in Attachment A, and/or increase the coverage amount required therein.

## 18. Assignment, Assumption, and Sublicensing

- 18.1. Licensee shall not, in any manner, assign, transfer, or encumber this Master License Agreement, or any portion thereof or any interest therein, nor license or permit the use of the same, in whole or in part, without the prior written consent of the Licensor. Any attempts to transfer, or assign without the consent required by this Section shall be, at the option of Licensor, voidable and shall transfer no rights to the Sites. Consent to one assignment, or use, or occupation shall not be deemed to be consent to any subsequent assignment, occupation, or use. This Master License Agreement shall not, nor shall any interest therein, be assignable as to the interest of Licensee by operation of law without the prior written consent of the Licensor.

18.2 Involuntary Assignment: No interest of Licensee in this Master License Agreement shall be assignable by operation of law (including, without limitation, the transfer of this Master License Agreement by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

- 18.2.1. If Licensee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Licensee is the bankrupt or debtor; or, if Licensee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;
- 18.2.2. If a writ of attachment or execution is levied on this Master License Agreement; or
- 18.2.3. If, in any proceeding or action to which Licensee is a party, a receiver is appointed with authority to take possession of the Sites.
- 18.2.4. An involuntary assignment shall constitute a default by Licensee, and Licensor shall have the right to elect to terminate this Master License Agreement, in which case this Master License Agreement shall not be treated as an asset of Licensee. If a writ of attachment or execution is levied on this Master License Agreement, Licensee shall have ten (10) calendar days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against this Master License Agreement, or if a receiver is appointed, Licensee shall have sixty (60) calendar days in which to have the involuntary proceeding dismissed or the receiver removed.

18.3. Corporation or Partnership:

- 18.3.1. If Licensee is a corporation, this Master License Agreement is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Licensee, or the sale or other transfer of stock ownership of the corporation, voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this Master License Agreement and, therefore, subject to the provisions of

this Master License Agreement as to voluntary assignment thereof, including that provision requiring Licensor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

18.3.2. If Licensee is a partnership, this Master License Agreement is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this Master License Agreement and, therefore, subject to the provisions of this Master License Agreement as to voluntary assignment thereof.

18.4. Each request for consent to an assignment shall be in writing, accompanied by the following:

18.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.

18.4.2. A copy of the escrow instructions pertaining to the transaction.

18.4.3. Information relevant to Licensor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the Sites, if any, together with a non-refundable administrative fee of One Thousand Five Hundred Dollars (\$1,500) as consideration for Licensor's considering and processing said request. This amount may be periodically adjusted to reflect an actual change in costs incurred by Licensor with the preparation and engineering and technical analysis for the Site.

18.4.4. Licensee agrees to provide Licensor with such other or additional information and/or documentation as may be reasonably requested.

18.5. In the case of an assignment, Licensee shall pay to Licensor within 30 days of receipt of payment, any monetary or other economic consideration received by Licensee that is attributed to the license.

Said amount shall be over and above the amount of Licensee's rental and other payments due the Licensor pursuant to this Master License Agreement.

18.6. Licensee shall not sublicense the Site. The Future Carrier shall enter into license agreements with LADWP as provided for in Section 23 of this Master License Agreement.

19. Warranties /Disclaimer

19.1. Licensor represents and warrants that:

19.1.1. With respect to each Site, Licensor holds fee or other interests of the land on which the Site and Premises is located and has the right to enter into a Site License with the Licensee with respect thereto.

19.1.2. Licensor does not warrant the suitability of any particular Site for the purposes contemplated herein, including without limitation the adequacy of such Site's location, its condition, or the condition of any structure or appurtenances thereto.

19.1.3. Licensor does not warrant or make any representations as to whether Licensee will be required to obtain (or will be able to obtain) any licenses, permits, or approvals, or any applicable governmental authority necessary for Licensee's operations at any particular Site.

20. Compliance and Prohibited Uses

20.1. All work done, pursuant to the terms of this Master License Agreement, shall be done in accordance with the terms and conditions specified in laws, ordinances, statutes, permits, and regulations governing such instances; and the provisions of such laws, ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.

20.2. Licensee hereby acknowledges that this Master License Agreement is a License only and does not constitute a lease of, invitation or obligation to lease, or any present or future interest in Licensor's real properties.

20.3. Licensor shall have access to the Site(s) at all times.

- 20.4. Licensee shall pay for all materials placed upon, joined, or affixed to Site(s) by or at the instance of Licensee, shall pay in full all persons who performed labor upon said Site(s) at the instance of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against said Site(s) for any work done or materials furnished thereon at the instance or request of Licensee. Licensee shall provide Licensor notice in writing of any liens levied against the Site(s). Licensee shall have fifteen (15) calendar days to cause the removal of such liens and if such liens are not removed, Licensor may pay any amount owed and cause their removal. Licensor may bill Licensee for the amount paid out by Licensor in removing such liens, Licensee shall have fifteen (15) calendar days to repay the funds expended by Licensor necessary to remove such lien. Failure to comply with these requirements shall be considered a default and Licensor shall have the right but not the obligation to terminate this Master License Agreement and/or any applicable Site License. The exercise by Licensor of its right to terminate under this section shall not be construed as a waiver of any of its right to any other remedy or lawful action to recover funds paid by Licensor.
- 20.5. Licensee, by executing this Master License Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Licensee shall be responsible for payment of any property taxes upon such right. Licensee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.
- 20.6. Licensee is hereby notified that improvements or facilities of easement holders and other licensees of Licensor may exist on the Premises. It is the responsibility of Licensee to ensure that none of these improvements or facilities are damaged or interfered with.
- 20.7. Licensee shall be responsible for the training of its personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes in connection with the permission herein given.
- 20.8. Licensee shall meet all American National Standard Institute, Occupational Safety and Health Administration, and Federal Communications Commission (FCC) regulations, policies, guidelines, and standards concerning radio frequency (RF) emission limitations. Upon activation of the telecommunications



equipment at the Site(s), Licensee shall perform an RF emission assessment survey where RF peak emission level measurements are taken on the monopole/tower and at ground level to verify that the Site(s) meet/s FCC Controlled/Occupational and Uncontrolled/General Population RF emission limits. A report of the reports shall be provided to the Licensor upon completion. Future RF assessments shall be performed by the Licensee at intervals to comply with FCC regulations and guidelines and reports shall be provided to the Licensor.

- 20.9. Licensee shall meet all Los Angeles County Storm Water Permit and Standard Urban Storm Water Mitigation requirements.
- 20.10. Licensee shall obtain all required permits and clearances pertaining to its proposed activities, including, where applicable:
  - 20.10.1. Conditional Use Permit
  - 20.10.2. Building Permit
  - 20.10.3. Storm Water
  - 20.10.4. Federal Aviation Administration
  - 20.10.5. Compliance with the California Environmental Quality Act and any necessary Phase I and/or Phase II Environmental Assessments to determine the condition of the Site

## 21. Administrative Fees

- 21.1. Licensee shall pay a non-refundable administrative fee of One Thousand Five Hundred Dollars (\$1,500) when applying for a Site License to cover the costs associated with the Site License preparation and engineering and technical analysis, review, and approval of the related documents submitted. This amount may be periodically adjusted to reflect an actual change in costs incurred by Licensor with the preparation and engineering and technical analysis for the Site.

## 22. Relocation Assistance

- 22.1 Licensee acknowledges it is not entitled to any relocation assistance payments at the expiration or earlier termination of this Master License Agreement or any Site License under State

(Government Code Section 7260 et seq.) or federal law (42 U.S.C.A. 4601 et seq.), and Licensee further agrees it will not file or pursue any such claim.

23. Co-location

23.1. Licensee shall install a co-locatable pole that allows for the addition of the maximum number of additional carriers allowed by the permitting agency ("Future Carriers") to co-locate antennae on the same pole. Licensee may enter into a co-location agreement with the additional Future Carriers' to place their antennae on said co-locatable pole. Future Carriers will coordinate their installation with all existing carriers on the co-locatable pole. Co-location by any Future Carriers shall be subject to Licensee's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed (processed within forty five (45) calendar days of original written request) and such Future Carrier shall enter into license agreements with Licensor for the use of the Site(s) which provide full indemnification of Licensor for any and all claims or liability arising from the Future Carrier's activities and improvements on the Site(s). Future Carrier's activities and improvements on the Site(s) shall not commence until after a fully-executed Master License Agreement and Site License from Licensor is completed and after a preconstruction meeting between the appropriate representatives of Licensee and Licensor.

23.2. Co-location – Licensor

23.2.1. Unless otherwise specified in a Site License, the wireless telecommunications facility to be constructed by Licensee shall be built to include the following specifications to allow for Licensor's possible use, at no cost to Licensor:

23.2.1.1. If Licensee will be constructing a monopole or other tower at the Site for its use, such tower/monopole shall, upon completion of construction, be available to Licensor to use for antenna installation.

23.2.1.2. If Licensee will be constructing a vault at the Site, Licensee shall make available, upon completion of initial construction, a rack space for Licensor's equipment; if Licensee will be constructing an equipment

pad, Licensee shall make available, upon completion of initial construction, a rack space for Licensor's equipment.

23.2.1.3. Conduit or a cable tray for transmission from equipment area to antenna.

23.2.1.4. Cable access to phone and electrical lines.

## 24. Estoppel Certificate

24.1. Within fifteen (15) calendar days following any written request that the Licensor may make from time to time, Licensee shall execute and deliver to the Licensor a statement certifying:

24.1.1. The Commencement Date of this Master License Agreement and/or any applicable Site License(s);

24.1.2. The fact that this Master License Agreement and/or any applicable Site License(s) is/are unmodified and in full force and effect (or, if there have been modification(s) hereto, that this Master License Agreement and/or any applicable Site License(s) is/are in full force and effect as modified, and stating the date and nature of such modifications);

24.1.3. The date to which the License Fee(s) and other sums payable under this Master License Agreement and/or any applicable Site License(s) have been paid; and

24.1.4. The fact that Licensee has not sold, conveyed, transferred, sublicensed or assigned any of its Site Licenses, or any interest therein.

24.1.5. The fact that Licensee has not sold, conveyed, transferred, sublicensed or assigned its Master License Agreement or any interest therein.

24.1.6. The fact that there are no current defaults under this Master License Agreement and/or any applicable Site License(s) by either party except as specified in Licensee's statement.

- 24.2 If there has been any sale, transfer, conveyance or assignment Licensee shall specify the details pertaining thereto and provide to Licensor a copy of the sale, transfer, conveyance and/or assignment documents.
- 24.3 If there have been any defaults, Licensee shall specify the details pertaining thereto:
- 24.4 Licensee's failure to timely provide an Estoppel Certificate and/or all of the information or documents called for by this Section 24 shall constitute a breach of this Master License Agreement.
25. City Ordinance and Mandated Provisions
- 25.1. Non-Discrimination: During the term of this Master License Agreement, the Licensee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any third party agreements that the Licensee enter into shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 25.2. Affirmative Action Plan: During the term of this Master License Agreement, Licensee shall have an Affirmative Action Plan ("Plan") on file with the Licensor's Director of Corporate Purchasing Services. Licensee's Plan shall be submitted on the Licensor's form, available from the Licensor's Director of Corporate Purchasing Services.
- 25.3 Equal Employment Practices. This Master License Agreement is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000.00 or more. Accordingly, during the performance of this License, Licensee further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not limitation, pursuant to Sections 10.8.3E and 10.8.3F of the Los Angeles Administrative Code, the failure of Licensee to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this License. No such finding

shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Employment Practices provisions of this License, this License may be forthwith terminated.

- 25.4 Equal Benefits Provisions. This Master License Agreement is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Licensee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Practices provisions of this License may be deemed to be a material breach of this License. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Employment Practices provisions of this License, this License may be forthwith terminated.
- 25.5 Child Support Assignment Orders: During the term of this Master License Agreement, Licensee shall comply with Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Child Support Assignment Orders"). Licensor requires Licensee entering into a contract with the Licensor to comply with all reporting requirements and court-ordered wage earning assignments.
- 25.6 Tax Registration Certificates and Tax Payments: This Section is applicable where Licensee engaged in business within the City of Los Angeles and Licensee is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this Master License Agreement or renewal of this Master License Agreement, or any Site License Agreement, Licensee shall provide to the Licensor proof satisfactory to the Real Estate Department that Licensee has the required TRCs and that Licensee is not then currently delinquent in any tax payment required under the Tax Ordinances. Licensor may terminate this Master License Agreement upon thirty (30) days' prior written notice to Licensee if Licensor determines that Licensee failed to have the required TRCs

or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this Master License Agreement. Licensor may also terminate this Master License Agreement upon ninety (90) days prior written notice to Licensee at any time during the term of this Master License Agreement if Licensee fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and Licensee fails to cure such deficiencies within the thirty (30) day period (in lieu of any time for cure provided in Section 10).

- 25.7. Water Conservation Ordinance: During the term of this License, Licensee shall comply with Los Angeles Municipal Code Section 121, relating to water conservation.
- 25.8. Slavery Disclosure Ordinance. This License is subject to the applicable provisions of the Slavery Disclosure Ordinance ("SDO") (Section 10.41, et seq, of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Licensee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Licensor has the authority, under appropriate circumstances, to terminate this License and otherwise pursue legal remedies that may be available to Licensor if Licensor determines that the Licensee failed to fully and accurately complete the SDO affidavit or otherwise violated any Provision of the SDO.

26. Site Guidelines

- 26.1. The attached Exhibits F and G are the site specific guidelines for Site(s) within Water, and Power Systems' Premise(s), respectively. The site specific guidelines are subject to change based on Licensor's operating requirements and change(s) may or may not be reflected on the applicable Site License(s). Licensees are obligated to check [www.ladwp.com](http://www.ladwp.com) for most up-to-date Site Guidelines.

27. Miscellaneous

- 27.1. Unless otherwise provided in this Master License Agreement and/or any applicable Site License(s), the obligations of the Licensee under the terms, covenants, and conditions herein shall apply to and bind the heirs, successors, executors, and administrators of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

- 27.2. Licensee understands, acknowledges, and agrees that Licensor has no obligation to renew this Master License Agreement and/or any applicable Site License(s) upon its termination and that there is no representation or promise made, intended, implied, or inferred that Licensee is entitled to or shall receive a renewal of this Master License Agreement and/or any applicable Site License(s). Licensee's acknowledgment of the foregoing does not prohibit Licensee from negotiating with Licensor for a new Master License Agreement and/or new Site License(s) for the Site(s) upon the termination of this Master License Agreement and/or any applicable Site License(s).
- 27.3. Time is expressly declared to be the essence of each and every term, condition, provision, covenant of this Master License Agreement and/or any applicable Site License(s).
- 27.4. The captions of the articles of this Master License Agreement and/or any applicable Site License(s) are for convenience only, and are not part of this Master License Agreement and/or any applicable Site License(s), and do not in any way limit or amplify the terms or provisions of this Master License Agreement and/or any applicable Site License(s).
- 27.5. Unless the context shall otherwise require, words herein used in the masculine gender shall include the feminine and neuter, and the singular number shall include the plural and the plural singular.
- 27.6. All provisions of this Master License Agreement and/or any applicable Site License(s), whether covenants or conditions, on the part of the Licensee shall be deemed to be both covenants and conditions.
- 27.7. If any term, condition, provision, or covenant of this Master License Agreement or any applicable Site License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated hereby.
- 27.8. In any legal action, or other proceeding brought to enforce or interpret the terms of this License, each party shall bear his, her, or its own costs and expenses, including attorneys' fees.

- 27.9. This Master License Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted, and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of laws. Venue shall be in the Central District of Los Angeles.
- 27.10. All litigation arising out of, or relating to this Master License Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such court in the State of California and waive any defense of forum non-conveniens.
- 27.11. Each party was represented by legal counsel during the negotiation and execution of this Master License Agreement.
- 27.12. The Licensee below represents that it has been appropriately authorized to enter into this Master License Agreement .
- 27.13. This Master License Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, any one of which may contain the execution of either Licensor or Licensee, and all of such counterparts taken together shall constitute one completely executed original Master License Agreement. Delivery of an executed counterpart signature page by facsimile or by electronic transmittal (PDF) is as effective as executing and delivering this Master License Agreement in the presence of other Parties to this Master License Agreement.
- 27.14. This Master License Agreement is hereby executed as of the day of           , 20   .

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Dated

DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS

By: \_\_\_\_\_

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

And: \_\_\_\_\_

Secretary

LICENSOR

By \_\_\_\_\_

AT&T

LICENSEE

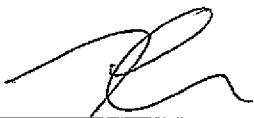
APPROVED AS TO FORM

*Nov 20*

, 2015

MIKE FEUER, City Attorney

By



\_\_\_\_\_  
Deputy City Attorney

*John Cavallo*

