

INVITATION FOR BIDS

**LEASE OF APPROXIMATELY 900 SQUARE FEET
OF ROOF-TOP FOR DEVELOPMENT AND OPERATION OF
AN UNSUPERVISED WIRELESS TELECOMMUNICATIONS FACILITY
ON THE PHYSICAL EDUCATION BUILDING**

AT

LOS ANGELES MISSION COLLEGE

BID No. 09-18

**LOS ANGELES COMMUNITY COLLEGE DISTRICT
CONTRACTS OFFICE – 6TH FLOOR
770 WILSHIRE BLVD.
LOS ANGELES, CA 90017**

CONTENTS

SECTION A - BID CONDITIONS & INSTRUCTIONS

1. Introduction
2. Submission of Bids and Opening Date
3. Minimum Acceptable Rental
4. Bid Guarantee
5. Withdrawal of Bid
6. Requirements & Pre-Bid Site Walk-Through
7. Contact Persons
8. Amendments to Bid
9. Exemption from Disclosure
10. Bid Content and Format
11. Exceptions/Deviations
12. Bid Evaluation and Basis of Award
13. Acceptance of Bids
14. Execution of Contract
15. Default
16. Improvements

SECTION B - REQUIREMENTS

SECTION C - REQUIRED INFORMATION FROM BIDDERS

EXHIBITS AND ATTACHMENTS

- EXHIBIT A
 - Bid Form for microcell wireless transmission facility with Base Transmission Station
 - Bid Form for full size wireless transmission facility with Base Transmission Station
- EXHIBIT B – Noncollusion Affidavit
- EXHIBIT C – Certification of Non-discrimination
- EXHIBIT D – Ground Rules for Oral Bidding
- EXHIBIT E – Map of Site at Los Angeles Pierce College
- EXHIBIT F – Sample Antenna Space Lease Agreement
- Aesthetic Master Plan Document

SECTION A - BID CONDITIONS & INSTRUCTIONS

1. INTRODUCTION

The Los Angeles Community College District ("District"), a public institution of higher education, is soliciting bids for lease of approximately 900 square feet of roof-top space for the financing, development and operation of an unsupervised wireless telecommunications facility at Los Angeles Mission College ("College"), Los Angeles Mission College, 13356 Eldridge Avenue, Sylmar, California 91342.

The proposed site shall be on the roof of the new PHYSICAL EDUCATION building. The antenna structures which must be camouflaged screen walls mounted to the roof of the existing structure. A total of 12 antennas will be permitted in 2 sectors of 8 and 4 antenna each, located at the north north-east wall facing northeast, and at the southwest wall facing both southwest and north northwest. The Base Transmission Station (BTS) will be located on the roof and occupy approximately 300 sq. ft. that will be surrounded by screen walls for protection of the equipment and cabinets and to be camouflaged. The exact location of the BTS must be approved in writing in advance by the College President or designee. An access easement to the site for both electrical and data connections will be permitted, however the path of travel will require prior written approval by the College President or designee. This contract will be for an initial period of fifteen (15) years, with an option for two (2) additional five-year renewal terms, unless earlier terminated by the District pursuant to the terms of the Lease Agreement. Due to the colleges desire to place photovoltaic panels on the roof of this building some changes to the exact locations of the antennas and BTS cabinets maybe required at no cost to the District.

The competitive method used for this solicitation is an Invitation for Bid ("IFB"). Selection of a successful bidder (alternately referred to as "bidder", "vendor" or "lessor" in this Invitation for Bid) will be made through competitive bidding procedures.

2. SUBMISSION OF BIDS AND OPENING DATE

One (1) printed original and two (2) printed copies of the bid must be submitted in a sealed envelope plainly showing the bidder's legal name and address, Bid Number 09-18, and the Bid Opening Date. It shall be mailed or delivered to Los Angeles Community College District, Contracts Office, 770 Wilshire Boulevard, Sixth Floor, Los Angeles, California 90017, no later than the **bid submission deadline of 2:00 p.m., October 16, 2009**. All sealed bids will be opened in public on or about **2:00 p.m., October 16, 2009**, at the same location. A call for Oral Bids will take place immediately after all written bids are opened and read aloud. The first Oral Bid must be at least five percent (5%) higher than the highest written bid.

No fax or telephone bids will be accepted. If a bid is hand-delivered, ample time should be allowed for downtown Los Angeles traffic and parking. The District assumes no responsibility for late delivery for any reason whatsoever, including but not limited to weather or traffic conditions, illness, accident, delivery to wrong location, courier problems, etc.

3. MINIMUM ACCEPTABLE RENTAL

The term of the Lease will be fifteen (15) years, with an option for two (2) additional five-year renewal terms, unless earlier terminated pursuant to the terms of the Lease.

An initial 5-year fee of not less than \$24,000.00 per year, payable in monthly installments of \$2,000.00 each, with a minimum 15% rent escalation that will occur at the beginning of each 5-year renewal term for a microcell wireless transmission facility with BTS .

4. BID GUARANTEE

Each bid for lease of the property must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER, (SAVINGS AND LOAN PERSONAL CHECKS AND CASH ARE NOT ACCEPTABLE), made payable to the order of the Los Angeles Community College District, in the amount of Four Thousand Dollars (\$4,000.00), as a guarantee that the bidder, if successful, will enter into an agreement for said premises as provided for herein.

If the lease is not completed, the deposit shall be forfeited for failure of the successful bidder to complete the transaction. If the bid is accepted by the District's Board of Trustees, the guarantee will be applied toward the rental amount. All other bidders' deposits shall be returned within thirty (30) days after the bid opening. Acceptance of a bid shall be tentative only, subject to final acceptance by the Board of Trustees of the Los Angeles Community College District.

5. WITHDRAWAL OF BID

The bidder may withdraw his/her bid at any time prior to **2:00 p.m., October 16, 2009** by delivering a written request signed by an authorized officer of the bidder's organization. The bidder must present acceptable proof that he or she is an authorized representative of the company withdrawing the bid.

6. REQUIREMENTS & PRE-BID SITE WALK-THROUGH

Bidder shall be responsible for becoming familiar with the requirements of the District pertaining to this solicitation for bids and the District property that is offered for lease, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. Bidder's failure to become acquainted with the District's requirements shall in no way relieve that bidder from any obligation with respect to this bid or to the resulting agreement. The submission of a bid shall be taken as *prima facie* evidence of compliance with this section.

7. CONTACT PERSONS

The District contact persons for this bid are given below. Bidders requiring clarification of the intent or content of this bid, or bidders who did not receive all the materials, must contact the relevant District contact person.

Questions regarding the requirements should be directed to:

Dr. Karen Hoefel
Vice President Administrative Services
Los Angeles Mission College
13356 Eldridge Avenue
Sylmar, California 91342-3245
Phone: (818) 364-7772

Contractual or bid procedure questions should be directed to:

Jim Watson, Contracts & Purchasing Manager,
Los Angeles Community College District
Contracts Office
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017
Phone: (213) 891-2421

No individual employee of the District has the authority to modify orally the terms of this bid.

8. AMENDMENTS TO BID

If it is necessary to amend the bid, the District will mail formal amendments to all potential bidders.

9. EXEMPTION FROM DISCLOSURE

Bids will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the Los Angeles Community College District, except for information declared at the bid opening date. All bids submitted will become the property of the Los Angeles Community College District. The preparer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any bidder claiming such an exemption must also state in the bid that "the bidder agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Mission College and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a bid to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act.

10. BID CONTENT AND FORMAT

The bid should provide a straightforward, concise description of the bidder's ability to satisfy the requirements of this Invitation for Bids. Emphasis should be placed on conformance to the IFB instructions, responsiveness to the IFB requirements, and completeness and clarity of content. This IFB and the successful bid may become a part of any contract that is executed as a result of this IFB. Any bid attachments, documents, letters and materials submitted by the bidder will be binding and may also be included as part of the contract.

a. Transmittal Letter/Introduction

The letter of transmittal shall be addressed to the Contracts Office and must, at a minimum, contain the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- name, title, address and telephone number of contact person during period of bid evaluation;
- a statement to the effect that the bid shall remain valid for a period of not less than ninety (90) days from the due date for submittal;
- signature of a person authorized to bind the offering firm to the terms of the IFB.

b. Completed Bid Form (Attachment A)

c. A response to each requirement listed in the Required Information section.

d. Completed and signed Noncollusion Affidavit (Attachment B)

e. Completed and signed Certification of Non-Discrimination (Attachment C)

f. Proposed plans, specifications and drawings of the antenna and any related equipment and/or building

g. If applicable, bidders shall also submit "Exemptions from Disclosure" (per Section 9) and "Exceptions and Deviations" (per Section 11)

11. EXCEPTIONS/DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this bid, including the terms and conditions contained in the Sample Antenna Space Lease Agreement (Exhibit F), must be declared in the

bid submitted by the bidder. Such exceptions or deviations must be segregated as a separate element of the bid under the heading "Exceptions and Deviations". **Exceptions or deviations which are in conflict with the District's terms and conditions may render the bid non-responsive.**

12. BID EVALUATION AND BASIS OF AWARD

All bids opened at the Bid Opening will be evaluated to determine if they are complete and if they meet the mandatory qualifications specified in this Invitation for Bids. Those bids that are complete and meet the qualifications specified in this Invitation for Bids will then be evaluated. An award will be made to the bidder whose bid is in the best interests of the District. The District may reject all bids if none is considered advantageous to the District.

a. EVALUATION QUESTIONS

During the evaluation process, the District may have questions about a bid. Each bidder shall make available a representative for answering specific questions, either orally or in writing.

b. BIDDER'S ABILITY TO PERFORM

During the evaluation process, the District may be unable to determine a bidder's ability to perform under the contract. The District has the option of requesting from the bidder any additional information deemed necessary to determine the bidder's ability. If such information is requested, the bidder will be notified and will be permitted approximately five (5) working days to submit the information.

c. EVALUATION CRITERIA

The contract shall be awarded solely at the discretion of the District after a selection process that involves the following criteria:

	Point Range
1. Co-location of antenna systems: Is the bidder willing to co-locate the antenna systems? (yes or no) yes = 30 points no = 0	30
2. Co-location of the Base Transmission Station (BTS): Is the bidder willing to co-locate the BTS? (yes or no) yes = 20 points no = 0	20
3. Aesthetics: Has the aesthetics and architectural design of the antenna structure and BTS been coordinated with the Aesthetic Master Plan Document? The College is interested in the most discreet technology options to minimize the environmental and visual impacts of antenna sites. (range from 0 to 40)	40
4. Rental payments: What is the proposed amount being offered for lease of the site? (One point will be awarded for every \$100 per month)	1 to 30

The items will each have a point score, with the best response receiving the specified points. Other responses will be scored as a percentage of the best answer.

13. ACCEPTANCE OF BIDS

The Board of Trustees may accept the bid at any time within approximately 60 days after the opening of the bid. The successful bidder awarded the contract, when so notified, shall pick up the contract document; and within ten (10) working days of the date specified in the award letter, return the documents completely executed on behalf of the bidder. Failure to do so may be cause for the District to revoke the contract offer, and the bidder to forfeit his/her deposit.

The District reserves the right to reject any and all bids, if it deems that such action is in the best interest of the District, and to withdraw the bid and discontinue the bid process. The District also reserves the right to waive any and all technicalities and non-substantive defects in any bid.

14. EXECUTION OF CONTRACT

The bidder selected for contract award through this bid shall be required to enter into a written agreement with the District. The Sample Antenna Space Lease Agreement presented in Exhibit F of this bid is the agreement proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this bid, including those added by addendum, and to reflect the bidder's offer or the outcome of contract negotiations, if any, conducted with the bidder. Exceptions to the terms and conditions of the Sample Antenna Space Lease Agreement, or the bidder's inability to comply with any of the provisions of the Sample Antenna Space Lease Agreement, must be declared in the bid.

15. DEFAULT

In the event that an apparently successful bidder defaults or fails to execute a contract acceptable to the District, the District may, at its election, accept another bid, or reject all bids.

16. IMPROVEMENTS

All construction shall be in accordance with applicable Local and State building, safety, access, fire, and zoning laws and regulations. All required permits and licenses shall be obtained at the expense of the successful bidder, with copies to be provided to the College's Enterprise Manager for review.

Due consideration in development of the land must be given to any environmental sensitive issues. Any required Environmental Impact Report (EIR) shall be at the expense of the bidder, with copies to be provided to the College's Enterprise Manager.

Thirty (30) days prior to the start of any construction or purchase of construction materials, the successful bidder will submit four copies of written plans and drawings for said construction, including a plot map indicating its proposed location, to the College's Enterprise Manager for review and approval. Construction will not begin until written approval of the plans and drawings is obtained from the College's Facilities Manager and the College's Enterprise Manager.

Bidder is responsible for all jurisdictional reviews and approvals.

SECTION B - REQUIREMENTS

1. Antennas which are mounted on the roof tops of buildings must be enclosed and architecturally designed to be as unobtrusive as possible. Antenna supports attached to the ground may be artificial pine trees, other artificial structures or light poles. Antenna systems enclosed in marquees and or signs at the entrances to the College will require additional coordination with a signing manufacturer.
2. Equipment on the ground (BTS - Base Transmission Station) must be enclosed and must be constructed with new landscaping. Size for each company's individual enclosure will not exceed 300 square feet of ground. In the event that companies elect to co-locate the College requests that the enclosure be equality shared. The fence around the enclosed area will be designed to blend in the surrounding buildings.
3. All antenna systems will require city –approved plans. In addition, the College must receive and approve photo simulations of the proposed antenna system prior to installation of the equipment.
4. All proposed antenna systems will require city permits, zoning approval, and public hearings as required by the City of Los Angeles.
5. Wireless transmission companies may elect to co-locate their antenna systems. These will require permits, and zoning approval by the city.
6. All antenna systems must be approved by State Architect's Office DSA.
7. Installation of the BTS will not interface with any of the existing utilities at the College.
8. Conduit which is surface mounted on existing buildings must be painted to match the existing color of the structure.
9. The site will be leased to the Contractor "as is." Contractor is solely responsible for identifying the suitability of the site for its intended use, including but not limited to the soil and groundwater quality, drainage conditions, soil compaction, zoning and covenant restrictions, title defects, the availability of utilities, and the presence or absence of hazardous wastes and hydrocarbons, and other matters. Contractor shall be permitted to access the site and perform site investigations at its expense after executing the Lease but prior to commencing any grading, excavation, building or cultivation work on the site. Contractor may elect to cancel the lease for any reason during that period. Once Contractor commences any grading, excavation, building or cultivation work, however, Contractor shall be deemed to have accepted, assumed and waived all conditions, risks and liabilities, both known and unknown, with respect to the site. The College will not provide any upgrades or funds for the site.
10. The bid must include a site plan, landscaping plan and conceptual elevation drawings showing the proposed layout and approximate size and height of buildings, antenna systems, landscaping, and site improvements. Architect drawings are not required at the bidding stage. Contractor must develop the site to be pleasing and presentable to the public and will maintain all necessary permits including as necessary health and safety permits at all times during the contract period.
11. Contractor will be responsible for compliance with public bid, prevailing wage, and other public works construction requirements to the extent applicable to the development.
12. Failure to observe and perform every requirement of the Lease shall result in termination of the Lease. Contractor will be given written notice and ten days to cure any default before termination proceedings are commenced.
13. All utilities, taxes, permits, development, design, licenses, laws, regulations, personnel, publicity, operations, maintenance, insurance, repairs, replacement, safety, security, suits, losses and liabilities are solely

the responsibility of the Contractor in accordance with the terms of the Lease. Contractor shall have exclusive use of the specific site subject to the terms of the Lease, which is an instrument solely concerning the use of property. Contractor and its agents and employees are not and will not for any purpose be considered joint ventures, partners, employees or agents of the College.

14. The College prefers that the Contractor install separate electrical connections and these connections not utilize the College's electrical power grid. In the event however that electrical power is required from the College, the Contractor will request in writing and obtain approval from the President or designee prior to utilizing the College's power grid. If approved in writing by the College, the Contractor must provide a separate meter and all electrical usage will be reimbursed back to the College through the monthly rent. The Contractor must show the beginning meter reading for payment outlining the amount of power used and the rate at which power consumption is computed. The computed rate will be the same rate as paid by the College for electrical usage from the Department of Water and Power.

15. The Contractor shall maintain a program to clean the enclosed site and to maintain site appearance. The site is subject to inspections by the College.

16. The Contractor will have 7-day, 24-hour, 365-day a year access to the site.

17. A payment and performance bond equal to 100 percent of the cost of the work, in form and from an issuer acceptable to the College and naming the College and the District as beneficiaries, shall be provided by Contractor prior to commencing of any contractual second party construction and or site improvement work.

SECTION C - REQUIRED INFORMATION FROM BIDDERS

BIDDERS MUST RESPOND IN DETAIL TO EACH OF THE FOLLOWING QUESTIONS:

1. Would co-location be an option? If so, whom would you consider to co-locate with?
2. What structure would you use?
3. Please describe and/or provide a picture of your primary site location.
4. Do you have any special aesthetic or architectural designs you would include in the project?
5. Where is the location of your Base Transmission Station?
6. If you are willing to co-locate, would the Base Transmission Station be also relocated?
7. What consideration would you provide for use of the College's utilities?
8. What other services or special considerations would you extend to the College for rental of the site? – Possible Wi-Fi or Broad-band access to the campus and surrounding area?

EXHIBIT A

BID FORM

(Page 1 of 1)

In the case of any discrepancy between the terms of the Lease and this Invitation for Bid, the Lease terms shall prevail.

This agreement shall be for an initial term of fifteen (15) years, commencing upon the execution of the contract, with an option for two (2) additional five-year renewal terms.

MICROCELL WIRELESS TRANSMISSION FACILITY WITH BASE TRANSMISSION STATION

The minimum amount of rent for the initial five-year period is **\$24,000.00 per year, with a minimum increase of 15% every five years.**

	<u>BID AMOUNT</u>	<u>PERCENT INCREASE</u>
Annual Rent:	\$ _____ per year (years 1 to 5)	
Annual Rent:	\$ _____ per year (years 6 to 10)	_____ %
Annual Rent:	\$ _____ per year (years 11 to 15)	_____ %
Annual Rent:	\$ _____ per year (years 16 to 20)	_____ %
Annual Rent:	\$ _____ per year (years 21 to 25)	_____ %
TOTAL 25-YEAR RENT:	\$ _____	

Signature _____ Date _____

Title _____

Name _____
(Print)

For _____
(Company Name)

Address _____

Telephone (____) _____

Fax: (____) _____

E-Mail: _____

EXHIBIT B

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Name) _____, being first duly sworn, deposes and say that he or she is (Title) _____ of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this _____ day of _____, 2009.

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

EXHIBIT C

CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Bidder hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2009.

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

EXHIBIT D

**LOS ANGELES COMMUNITY COLLEGE DISTRICT
Contracts Office
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017**

**GROUND RULES FOR ORAL BIDDING
FOR LEASE OF PROPERTY AT
LOS ANGELES MISSION COLLEGE
13356 ELDRIDGE AVENUE
SYLMAR, CALIFORNIA 91342-3245**

1. Mr. Jim Watson, Contracts Manager, or his designee, shall conduct the bid opening and the oral bidding.
2. The written bids shall be opened and read aloud.
3. Anyone wishing to make an oral bid shall submit his or her name on a card provided by the Los Angeles Community College District.
4. The cards shall then be selected at random to determine the order of making oral bids.
5. Oral bids shall be taken in order until all bidders have declined to bid further. In accordance with Education Code Section 81371, the first oral bid must be at least five percent (5%) higher than the highest written bid.
6. In order to be finally accepted, a bidder must confirm his or her offer in writing signed by him or her and submitted to the Contracts Office, Los Angeles Community College District, 770 Wilshire Boulevard, Sixth Floor, Los Angeles, CA 90017, no later than **2:00 PM March 30, 2009**. Failure to submit the written confirmation shall result in rejection of the oral bid. Acceptable bid(s) may be either a written confirmation of an oral bid, which must be submitted by March 30, 2009, or a bid, which was previously submitted in the sealed bid process.
7. Once the oral bidding process has been closed, bidders may only submit written confirmation of their bids made during the oral bidding process. Additional written bids not articulated during the oral bidding process may not be submitted.
8. All bids are subject to the terms and conditions specified in Bid No. 09-10.

EXHIBIT F

MASTER LEASE AGREEMENT FOR COMMUNICATIONS SITES

This Master Lease Agreement For Communications Sites ("**Master Agreement**") is made and entered into this ____ day of _____, 200____ (the "**Effective Date**"), by and between LOS ANGELES COMMUNITY COLLEGE DISTRICT ("**Owner**"), and _____, a _____ ("**Company**").

WHEREAS, Owner is the owner or lessor of various parcels of land, to be subsequently described and identified in various Supplements (as hereafter defined) to this Master Agreement (each such parcel being hereinafter referred to individually as a "**Property**" and collectively as the "**Properties**"); and

WHEREAS, Company desires to lease a specified portion of each Property for the installation and operation of certain wireless communications systems, transmission facilities, utilities and related improvements and equipment (collectively, "**Communications Equipment**") directly related to the business of Company, and Owner desires to lease the same to Company upon the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter made and contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Owner and Company hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated as a part of this Agreement.

2. **Master Agreement For Separate Leases.** Owner hereby leases to Company and Company hereby leases from Owner that portion of each Property to be identified in a separate, written supplement ("**Supplement**") to this Master Agreement that is executed by Owner and Company and describes, among other things: (i) the Property, (ii) the owner of the Property, (iii) the specific portion of the Property that is being leased (the "**Premises**"), (iv) the Base Rent (as hereinafter defined) to be paid by Company, (v) the term of the lease, and (vi) such other matters that may be agreed upon by Owner and Company with respect to a particular Property or Premises. Nothing in this Master Agreement obligates either Owner or Company to lease any particular Property or Premises or any particular number of Premises. Because this Master Agreement is intended to encompass multiple locations, the term "Premises" shall mean and refer to the Premises on all of the Properties that may become subject to this Master Agreement, as the same may be modified, supplemented, expanded or reduced from time to time by written agreement of the parties, and, as may be appropriate in the context, the Premises with respect to any individual Property. In some instances, such individual Premises may also be referred to herein as "each of the Premises" or "each Premises". With respect to each Property, this Master Agreement together with the applicable Supplement shall constitute a separate and individual lease agreement (each such separate lease agreement being hereinafter referred to as a "**Lease**") from Owner to Company with respect to the Premises situated on that Property upon the terms and conditions stated in the Supplement and also upon all of the terms and conditions of this Master Agreement. Thus, each Premises shall be deemed to be the subject of a separate Lease, independent of the Leases for each other Premises. No Lease shall be effective for a particular Premises unless and until a Supplement has been executed by Owner and Company with respect to the applicable Property. Each Supplement shall be in substantially the form as attached hereto as **Exhibit "A"**. Except as specifically provided herein, any particular Lease may be amended, terminated or otherwise dealt with without affecting any other Lease. Each Premises will be mutually agreed upon and identified on a site plan or other descriptive sketch or drawing of the

corresponding Property, initialed by the parties, and attached as an exhibit to the applicable Supplement. The term "Owner" as used herein with respect to any particular Lease shall mean only the Owner executing the applicable Supplement with respect to a particular Property notwithstanding the fact that there may be more than one entity designated as Owner in this Master Agreement.

3. Effective Date/Due Diligence Period.

(a). This Master Agreement shall be effective on the Effective Date, as defined above. Upon execution of an Entry and Testing Agreement in the form attached hereto as **Exhibit "B"** for a particular Property, Company shall be permitted to enter upon the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Company may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Property, all in accordance with the terms specified in such Entry and Testing Agreement. The period ("**Due Diligence Period**") during which Company shall be permitted to enter upon the Property shall be as set forth in the Entry and Testing Agreement. Upon expiration or earlier termination of the Entry and Testing Agreement, Company shall have no rights to enter upon a Property unless and until a Supplement has been executed by the parties in order to create a Lease with respect to the Premises described therein. In the event that Company determines during the Due Diligence Period that the Property is not appropriate for Company's intended use, or if for any other reason or no reason Company decides not to commence its tenancy of the Premises on that Property by executing a Supplement, then Company shall have no further rights with respect to the Property. Owner and Company expressly acknowledge and agree that Company's access to a Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Company shall not be considered an owner, tenant or operator of any portion of the Property, and shall have no ownership, leasehold interest or control of any portion of the Property prior to the execution by Owner and Company of a Supplement to this Master Agreement with respect to that Property.

4. Term. The term of Company's tenancy under a Lease with respect to a particular Premises shall commence on the date specified in the applicable Supplement (the "**Term Commencement Date**") and shall terminate on the fifteenth (15th) anniversary of the Rent Commencement Date as defined in Section 5.(b) hereafter ("**Term**") unless otherwise terminated or extended as provided herein. This Master Agreement shall continue in effect until expiration or termination of all Leases entered into pursuant to this Master Agreement, or if no Leases are executed within two (2) years of the Effective Date, this Master Agreement shall terminate and become null, void and of no further force and effect except as to any obligations that by their terms survive expiration or termination of this Master Agreement.

5. Lease Fees.

(a). "**Lease Fees**" shall mean and include the Base Rent (defined in Section 5.(b) hereafter), the Connectivity Fee (defined in Section 5.(c) hereafter) and any and all other amounts payable by Company to Owner hereunder, including, without limitation, any amounts payable for utilities as set forth in the Master Agreement. Additional Lease Fees shall also be paid by Company as set forth in this Master Agreement, including the monthly amounts payable in accordance with the terms of Section 8.(b) of this Master Agreement. All other fees and charges payable by Company hereunder shall be paid pursuant to the terms of this Master Agreement, and if payment terms are not specifically set forth herein, then such amounts shall be paid within twenty (20) days following Company's receipt of a statement or invoice therefor. Pursuant to the terms of Section 8.(b), Company shall also pay for utilities provided to Company as additional Lease Fees. Initially, the amount payable for utilities as additional Lease Fees under the terms of Section 8.(b) shall be \$250 per month.

(b). The initial Base Rent payable by Company to Owner with respect to a Premises shall be as specified in the applicable Supplement. The Base Rent for each Premises shall commence on (a) the date on which Company commences operation of the Communications Equipment, or (b) the date which is ninety (90) days following the date of full execution and delivery of the Supplement, whichever date is earlier (the "**Rent Commencement Date**"). Base Rent shall be payable to Owner at Los Angeles Community College District, 770 Wilshire Boulevard, Los Angeles, CA 90017; Attention: Accounts Receivable, or at such other address as may be specified by Owner from time to time. The Base Rent shall be payable by Company to Owner, without offset or deduction, in advance on the first (1st) day of each month during the Term. The Base Rent for any partial month during the Term shall be prorated on a per diem basis. On each annual anniversary of the Rent Commencement Date during the Term, as it may be extended pursuant to this Master Agreement, the monthly Base Rent shall be increased by three percent (3%) over the then-existing Base Rent.

(c). If Company wishes to access or use any telecommunications services, capacity or equipment at the Property, including, without limitation, T-1 connectivity, fiber connectivity, network (cross-connect) access to telecommunications facilities and services, such as access to any "Point of Presence" or "Minimum Point of Entry" or use of or access to other telecommunication services (including, without limitation, POTS line, ISDN, etc.), from or through Owner or any other carriers, for backhaul purposes or otherwise, Company shall first execute Owner's standard form Connectivity Agreement, and Company shall at all times be in compliance with the terms thereof. If Company enters into a Connectivity Agreement, Company will pay the "**Connectivity Fee**" pursuant to the Connectivity Agreement. On each annual anniversary of the Rent Commencement Date during the Term, as it may be extended pursuant to this Master Agreement, the monthly Connectivity Fee shall be increased by three percent (3%) over the then-existing Connectivity Fee.

(d). Company shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Owner by Company under the terms of a particular Lease. Any such payment shall be paid concurrently with the payment of the Base Rent, additional rent, or other charge upon which the tax is levied, assessed or based as set forth herein.

(e). Other remedies for nonpayment notwithstanding, if any monthly payment of Base Rent is not received by Owner on or before the tenth (10th) day of the month for which the rent is due, or if any other payment hereunder due Owner by Company is not received by Company within five (5) days of the date such amount became due, a late payment charge of five percent (5%) of such past due amount shall become due and payable in addition to such amounts owed under this Master Agreement or any applicable Lease. If Rent or other payment is still not received within thirty (30) days of the due date, an additional late payment charge of two percent (2%) of the past due amount shall be due and payable and said charge shall continue to accrue for each thirty (30) days thereafter that payment remains delinquent.

6. Use; Acceptance of Condition.

(a). From and after the applicable Term Commencement Date, the Premises may only be used by Company for the sole purpose of the installation and operation of Communications Equipment directly related to the business of Company and any lawful activity in connection with the provision of communications services. Owner agrees to cooperate with Company, at Company's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Company's intended use of the Premises. Company shall occupy the Premises, conduct its business and control its agents, employees and contractors in such a manner as is lawful, reputable and will not create a nuisance to Owner, other tenants or occupants of the Property, or tenants, occupants or owners of properties nearby. Company shall not permit any operation which emits any odor or matter which intrudes into other portions of the Property or nearby properties, use any apparatus or machine which makes undue noise or causes vibration in any portion of the Property or nearby properties, or otherwise interfere with, annoy or disturb Owner or any other tenant or occupant of the Property, or the owner,

tenant or occupant of any nearby property, in its normal business operations or Owner in its management of the Property. Company shall neither permit any waste on the Premises nor allow the Premises to be used in any way which would, in the opinion of Owner, be extra hazardous on account of fire, increase the cost of or render void the fire and extended coverage insurance on the Property, or expose Owner to liability from damage claims by owners, tenants or occupants of nearby properties.

7. Compliance with Laws, Rules and Regulations. Company, at Company's sole cost and expense, shall comply with all Legal Requirements of state, federal, municipal or other governmental agencies or bodies having jurisdiction over the use or occupancy of the Premises and Property or of the installation, maintenance, condition, operation or removal of the Communications Equipment. As used in this Master Agreement, the term "**Legal Requirement**" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, permit, authorization, decision, order, injunction, decree, or other requirement, as any of the same now exists or may be changed or amended or come into effect in the future, including, but not limited to, those of the Federal Communications Commission ("**FCC**") and the Federal Aviation Administration ("**FAA**"). Company shall procure at its own expense all permits, licenses, and other authorizations required for the installation, operation and maintenance of the Communications Equipment and shall provide copies of all of them to Owner as a condition to installation and operation of the Communications Equipment on the Premises. With respect to any alteration or installation of improvements, fixtures or facilities required by any Legal Requirement because of Company's use or occupancy of the Premises, Company shall be responsible for compliance at its sole expense. Company will comply with the rules and regulations of the Property as provided to Company in writing and later amendments from time to time made and communicated to Company by Owner for the care and operation of the Property, and in the event of a conflict between those rules and this Master Agreement, this Master Agreement will control. If Company is not complying with such rules and regulations, or if Company is not complying with this Section 7, then, notwithstanding anything to the contrary contained herein, Owner, may, at its election but without any obligation to do so, enter the Premises without liability therefor and fulfill or attempt to fulfill Company's obligations. Company shall reimburse Owner on demand for any expenses which Owner may incur in effecting compliance with Company's obligations and Company agrees that Owner shall not be liable for any damages resulting to Company from such action. Company shall be liable for and shall pay when due all taxes levied with respect to the Communications Equipment, leasehold improvements, personal property, trade fixtures and all other property of Company located on the Premises and with respect to Company's business and operations at the Premises.

8. Facilities; Utilities; Access.

(a). Subject to the provisions of this Master Agreement, Company shall have the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises its Communications Equipment, including, without limitation, underground utility lines, electronic equipment, transmitting and receiving antennas, a power generator, and supporting equipment and structures therefor. In connection therewith, Company has the right to do all work necessary to prepare, maintain and alter the Premises for Company's business operations, provided that any such work off the Premises but on the Property will require the prior written approval of Owner. All of Company's construction and installation work shall be performed at Company's sole cost and expense and in a good and workmanlike manner. Company shall hold title to all Communications Equipment, and all of the Communications Equipment shall remain Company's personal property and are not fixtures.

(b). At Company's request, Owner shall make available to Company access to any facilities necessary to provide electricity and other utilities ("Utilities Services") reasonably required by Company in its use of the Communications Equipment and the Premises, provided that the cost of any facilities not already in place at the Property for use by Company (such as any necessary utility meters or submeters) shall be provided at Company's sole cost and expense. Electrical, chilled water, fiber and T-1 line service shall initially be provided through Owner's facilities, if available, in accordance with the terms of this Master Agreement and, as applicable, the Connectivity Agreement. If Company wishes to arrange for any supplemental or additional utility services or facilities at the Property (including, without limitation, installation of emergency back-up power), or if Owner's facilities are not already in place at the Property,

all such installations shall be subject to Owner's prior written approval, installed at Company's sole cost and expense and, if installed by Company or its agents or contractors, shall be built in a good and workmanlike manner. Owner confirms and agrees that it will use commercially reasonable efforts to make arrangements for Company to obtain the Utilities Services it reasonably requires for the operation of its Communications Equipment. If Owner is unable or refuses to arrange for the necessary electrical facilities, but such facilities are commercially available at the Property, Owner agrees to cooperate with Company in its efforts to arrange for such facilities directly from the utilities provider, subject to Owner's right to approve plans for any requested alterations or installations as set forth herein.

No interruption or malfunction of any Utility Services shall constitute an eviction or disturbance of Company's use of the Communications Equipment or the Premises or a breach by Owner of any of its obligations hereunder or otherwise render Owner liable or responsible to Company for any loss or damage whatsoever which Company may sustain or incur if either the quality or character of any Utility Service is changed, is no longer available or is no longer suitable for Company's requirements, or otherwise entitle Company to be relieved from any of its obligations hereunder. Company shall pay for all costs of meters, submeters, wiring, risers, transformers, electrical panels, lighting, air conditioning and other items required to serve Company's Communications Equipment or to measure Company's use of utilities at the Property, including, without limitation, the installation and maintenance thereof. Notwithstanding the foregoing, Owner may withhold consent for Company's installation of any wiring, risers, transformers, electrical panels, lighting, or air conditioning if, in Owner's sole and reasonable judgment, the same would cause damage or injury to the Property, to Owner's property or to nearby properties, or cause or create any dangerous or hazardous condition. In no event shall Owner incur any liability for Owner's refusal to install or modify, or for its withholding of consent for Company's installation or modification of, any such facility or equipment, provided Owner's withholding of its consent is made in good faith. It is understood and agreed that the initial charge for utilities to be paid by Company as additional Lease Fees (as stated in Section 5.(a) above) is intended to reflect the projected utilities to be utilized by Company at the Property. As Owner and Company determine Company's actual usage of utilities at the Property and the cost thereof, the amount of additional Lease Fees payable by Company for utilities shall be subject to revision and any change in such amount shall be effected through the following process. From time to time, but not more frequently than once every six (6) months, Owner may deliver to Company a reconciliation statement reflecting Company's actual utilities usage and the cost thereof, plus an administrative charge equal to seven percent (7%) of the cost of utilities provided to Company hereunder. If such actual charges exceed the amount of additional Lease Fees actually paid by Company for utilities provided during such period, the additional amount shall be paid by Company within twenty (20) days following Company's receipt of such reconciliation statement. If such reconciliation statement reflects an overpayment by Company of additional Lease Fees for utilities, Owner shall refund to Company the amount of such overpayment within twenty (20) days following delivery of such reconciliation statement.

Company understands and acknowledges that (i) interruptions in Utility Services may occur in facilities such as the Property, and (ii) Owner's recommendation that any sensitive electronic equipment which may be used in the Communications Site and/or the Premises should be protected by Company, at its sole cost and expense, from Utility Service interruptions through the use of backup power supplies or access, surge protectors and other appropriate safety systems. Company understands and acknowledges that should Company need or desire backup power supplies, Company will be solely responsible for arranging or providing for such services or access, and Owner will not be required to provide such services or access to Company, whether or not such backup power supplies or access are available to Owner. Owner agrees to reasonably cooperate with Company's request for additional space for any such necessary installations. Company represents, warrants, covenants and agrees that it shall take all precautionary steps that Company deems necessary or appropriate to protect its Communications Equipment, including the acquisition of insurance policies covering the same. To the greatest extent permitted by law, Company agrees to indemnify, protect, defend, and hold the Owner and its Board of Trustees, officers, directors, employees and agents harmless from and against any and all claims (including, without limitation, direct or consequential damages and attorneys' fees and expenses

incurred in connection therewith, including in all appellate actions) sustained to Company's Communications Equipment caused by service interruptions, provided that the foregoing indemnity by Company shall not extend to claims to the extent arising out of or resulting from the gross negligence or willful misconduct of Owner, breach of this Master Agreement by Owner, or violation of any laws by Owner. This indemnity shall be in addition to and not in substitution of any other indemnity contained or required under this Master Agreement and shall survive the termination of this Master Agreement.

(c). Company and its employees, agents and contractors shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge, with prior notice to Owner and subject to compliance with all rules, regulations and procedures established by Owner from time to time for such access, and subject to payment of Owner's standard charges for access requiring the assistance or other involvement of Owner's personnel or agents. Company, its agents, employees and contractors shall at all times comply with rules, regulations and security procedures in effect from time to time with respect to the Property; provided, however, such rules, regulations and security procedures are adopted and applied in good faith and Owner uses commercially reasonable efforts to enforce such regulations and procedures in a uniform and non-discriminatory manner. Owner grants to Company and its agents, employees and contractors, a non-exclusive right and easement during the Term for pedestrian and vehicular ingress and egress across the Property for access to and from the Premises. Under no circumstances shall Company have any access to the interior or the roof of any building or other improvements on the Property unless accompanied by a representative of Owner and after prior notice and request to Owner.

(d). Owner shall maintain all access roadways and driveways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Owner shall be responsible for maintaining and repairing such roadways and driveways, at its sole expense, except for any damage caused by Company's use of such roadways and driveways.

9. Interference.

(a). Company shall operate its Communications Equipment in accordance with all applicable Legal Requirements and in a manner that will not cause interference to Owner, other tenants, licensees or occupants of the Property or their respective communications systems, antennas, satellite dishes or other equipment, provided that any such installations predate that of the Company's Communications Equipment. Company shall also not cause interference to owners, tenants, licensees or occupants of nearby properties.

(b). Subsequent to the installation of Company's Communications Equipment, Owner will not, and will not permit its tenants, licensees or other occupants of the Property to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Owner, if such modifications are likely to cause interference with Company's operations. In the event interference occurs, Owner agrees to use good faith efforts to eliminate such interference in a reasonable time period.

(c). Company hereby acknowledges that Owner has, or may in the future, lease or license space at and upon the Property to third parties for the installation and operation of communication facilities. Company accepts this Master Agreement with this knowledge, acknowledges that it does not have the exclusive right to install or operate communications equipment and facilities upon the Property and agrees that use of the Property or contiguous property by such third parties shall not constitute Owner's violation of Section 9(b).

10. Taxes. Owner shall pay all real property taxes, assessments and deferred taxes on the Property, exclusive of any increases in real property taxes or assessments as a result of installation of the Communications Equipment. Company shall be responsible to pay all taxes, assessments and other charges imposed from time to time upon or with respect to the Communications Equipment.

11. Maintenance and Removal of Communications Equipment. Company shall, at its sole cost and expense, maintain the Communications Equipment in good order and repair and in a safe condition. Company, at its own cost and expense, shall perform such maintenance, repairs and replacements as are required in order to keep the Premises in a good condition and shall repair or replace any damage or injury to all or any part of the Premises and/or the Property, caused by the Communications Equipment or any act or omission of Company or Company's agents, employees, contractors or visitors. At the termination of a Lease, by lapse of time or otherwise, Company shall remove all of the Communications Equipment and deliver the Premises to Owner in substantially the same condition which existed at the applicable Term Commencement Date, ordinary wear and tear excepted. Company's removal of the Communications Equipment shall be performed in accordance with the terms and conditions of this Master Agreement, without any damage or destruction to any other equipment, structures or operations at the Property or any equipment of Owner or other tenants, licensees or occupants thereon. Company shall submit a removal plan for Owner's written approval, such approval not to be unreasonably withheld or delayed. Any and all damage caused to the Premises or Property or any equipment of Owner or other tenants, licensees or occupants, or to any nearby property, by such removal shall be immediately repaired or eliminated by Company. If Company fails to make such repairs, at Company's sole cost and expense, within three (3) days after the occurrence of such damage or injury, Owner may perform all the necessary repairs at Company's cost and expense and such sum shall be immediately due upon the rendering of an invoice as additional rent hereunder. Company waives the right to make repairs at Owner's expense under any law, statute or ordinance now or hereafter in effect. All of the Communications Equipment shall be clearly marked to show Company's name, address, telephone number, the name and telephone number of the person to contact in case of emergency, FCC call sign, frequency and location; and all transmission lines shall be identified at the bottom, top, and periodically along each line.

12. Alterations. Company shall not, without the prior, written consent of Owner, make any alterations, physical additions or improvements to, or install any equipment or machinery in, the Premises (all such alterations, physical additions, improvements and installations are herein collectively referred to as "**alterations**"), which consent shall not be unreasonably withheld. All alterations shall be at Company's sole cost and expense. Without in any way limiting Owner's consent rights, Owner shall not be required to give its consent until (a) Owner approves the contractor or person making the alterations and approves the contractor's insurance coverage to be provided in connection with the work, (b) Owner approves final and complete plans and specifications (together, "plans") for the work and (c) the appropriate governmental agency, if any, has approved the plans and specifications for such work. All work performed by Company or its contractor relating to the alterations shall be performed diligently and in a first-class workmanlike manner and in compliance with all applicable Legal Requirements. Upon completion of the alterations, Company shall deliver to Owner "as built" plans. Any approval by Owner (or Owner's architect and/or engineers) of any of Company's contractors or Company's plans shall not in any way be construed as or constitute a representation or warranty of Owner as to the abilities of the contractor or the adequacy or sufficiency of the plans or the alterations to which they relate, for any use, purpose or condition. With regard to alterations required by Company to be done for Company's initial occupancy of the Premises, within twenty (20) business days after receipt of the plans, Owner shall either approve them or specify in detail its objections by written notice to Company. Company shall have no authority or power, express or implied, to create or cause to attach any mechanic's or materialman's lien, or "stop notice," of any kind against the Premises or the Property. If, because of any act or omission of Company, a mechanic's or materialman's lien or stop notice shall be filed against the Premises or the Property, Company shall, at Company's own cost and expense, within thirty (30) days after Company receives actual notice of the filing thereof, cause it to be released of record by bonding or otherwise. Except as expressly provided in this Master Agreement, Company acknowledges and agrees that Owner has not undertaken to perform any modification, alteration or improvements to the Premises or Property, and Company further waives any defects in the Premises and the Property and acknowledges and accepts (1) the Premises in its "**AS-IS**" condition and as suitable for the purpose for which it is leased and (2) the Property and every part and appurtenance thereof as being in good and satisfactory condition. The installation, maintenance and removal of all Communications Equipment shall be in accordance with the terms of this Master Agreement. Company shall complete the installation of its Communications Equipment pursuant to this Master Agreement and shall use all commercially

reasonable diligence to begin offering telecommunications services through the use of its Communications Equipment within three hundred sixty (360) days following the Term Commencement Date.

13. Waiver of Landlord's Lien.

(a). Owner waives any lien rights it may have concerning the Communications Equipment, all of which are deemed to be Company's personal property and not fixtures.

(b). Owner acknowledges that Company has or may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Communications Equipment ("**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Owner (i) consents to the installation of the Collateral, subject to the terms of this Master Agreement and Lease; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed by Company's financing entity at any time without recourse to legal proceedings, but subject to the terms hereof with respect to removal and repair and restoration of the Property.

14. Default by Company.

(a). The following shall be deemed to be events of default by Company under this Master Agreement or under any affected Lease: (1) Company shall fail to pay any installment of Base Rent or any other payment required pursuant to this Master Agreement or any Lease and such failure is not cured within ten (10) days after notice thereof from Owner to Company; but with respect to installments of the Base Rent, if Owner has given Company two notices during a calendar year for failure to timely pay such an installment, Owner's obligation to give written notice with respect to the Base Rent shall end and thereafter failure to pay an installment of Base Rent when due shall be an event of default without Owner having first given such notice; (2) Company or any guarantor of Company's obligations hereunder, shall file or suffer filing of a petition or be adjudged bankrupt or insolvent, under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Company, and in the case of an involuntary filing or appointment, the same shall not be lifted or stayed within ninety (90) days after the filing or appointment; (3) Company or any guarantor of Company's obligations hereunder, shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or (4) Company shall fail to perform or observe any other term, provision or covenant of this Master Agreement or any Lease, other than those specified in clauses (1), (2) or (3) above, and such failure is not cured within thirty (30) days after written notice thereof from Owner to Company, provided, however, that if such failure cannot reasonably be cured within thirty (30) days, such period will be extended so long as Company diligently pursues cure to completion and such extension does not impair or adversely affect Owner, the Premises or the Property and so long as such cure is completed within ninety (90) days. Once fifty (50) or more Leases are executed pursuant to this Master Agreement, it shall be an event of default by Company entitling Owner to treat all Leases and the Master Agreement in default if twenty-five percent (25%) or more of the Leases are in default at any given time.

(b). Upon the occurrence of any event of default by Company under Section 14(a) above, Owner shall have the option to pursue any one or more of the remedies set forth in this 14(b) (without limitation of other available remedies) without any additional notice or demand:

(i) Without declaring the applicable Lease terminated, Owner may enter upon and take possession of the Premises, and expel or remove Company and any other person who may be occupying all or any part of the Premises and relet the Premises on behalf of Company and receive the rent directly by reason of the reletting. Company agrees to pay Owner on demand any

deficiency that may arise by reason of any reletting of the Premises, and to reimburse Owner for any reasonable expenditures made by it in order to relet the Premises, including remodeling and repair costs. Owner shall have no obligation to relet or attempt to relet the Premises.

(ii) Without declaring the applicable Lease terminated, Owner may enter upon the Premises and do whatever Company is obligated to do under the terms of this Master Agreement or applicable Lease. Company agrees to reimburse Owner on demand for any expenses which Owner may incur in effecting compliance with Company's obligations under the applicable Lease.

(iii) Owner may terminate the applicable Lease, in which event Company shall immediately surrender the Premises to Owner, and if Company fails to surrender the Premises, Owner may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises, and expel or remove Company and any other person who may be occupying all or any part of the Premises. Company agrees to pay on demand the present value of the amount of all loss and damage which Owner may suffer for any reason due to the termination of the applicable Lease under this Section, including loss and damage due to the failure of Company to maintain and/or repair the Premises as required hereunder and/or due to the inability of Owner to relet the Premises on satisfactory terms or otherwise.

(c). All rights and remedies of Owner and Company, respectively, herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other, but expressly excluding the right to accelerate Base Rent, which Owner hereby waives under this Master Agreement.

15. Termination. A Lease may be terminated without further liability (except for those matters that specifically survive termination and except for any obligations that may have accrued prior to the effective date of the termination) on thirty (30) days prior written notice as follows: (i) by Company if Company is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (ii) by Company if Company determines that the Premises are not appropriate for its operations due to signal interference; or (iii) by Company if the Owner fails to deliver to Company an executed memorandum of agreement pursuant to Section 26(l) within thirty (30) days of Owner's receipt of such memorandum. If Company terminates a Lease under clauses (i) or (ii) above: (a) before the fifth (5th) annual anniversary of the Rent Commencement Date, Company shall pay to Owner a termination fee equal to thirty-six (36) months of Base Rent upon Company's notice to terminate or (b) after the fifth (5th) annual anniversary of the Rent Commencement Date but before the seventh (7th) annual anniversary of the Rent Commencement Date, Company shall pay to Owner a termination fee equal to eighteen (18) months of Base Rent upon Company's notice to terminate, provided, however, that if Company terminates pursuant to (ii) above as a result of interference which is the responsibility of Owner to eliminate under this Master Agreement, but which Owner fails or is unable to rectify within ninety (90) days after written notice from Company to Owner that the Lease will be terminated without penalty and indicating the source of Owner's obligation to address such interference, then no termination fee shall apply.

16. Destruction or Condemnation. If a Premises is damaged so as to render it unusable, destroyed, condemned or transferred in lieu of condemnation, either party may elect to terminate the applicable Lease as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the other party no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation; provided, however, Company shall not have the right to terminate the Lease if Owner can provide a suitable, alternative location on the Property in substitution for the Premises for the operation of the Communications Equipment. If a Lease is not terminated pursuant to this Section, the Base Rent shall not be reduced or abated. Owner shall be entitled to all proceeds relating to the Premises and Property in the event of a condemnation or transfer in lieu of condemnation; provided, however, nothing shall prevent Company from submitting a separate claim relating to the Communications Equipment as long as such claim does not reduce any claim submitted by Owner.

17. Insurance. For each Lease, Company shall, at its own expense, keep in full force and effect at all times during the Term (a) commercial general liability insurance with "personal injury" coverage, with minimum limits of \$3,000,000 on account of bodily injuries to, or death of, one or more than one person as the result of any one accident or occurrence and \$1,000,000 on account of damage to property, in form and content, and written by insurers acceptable to Owner in its reasonable discretion, endorsing Owner on to the policy as a named additional insured and to require at least thirty (30) days' prior written notice to Owner prior to cancellation or change of coverage; (b) full replacement cost insurance of the Communications Equipment and Company's other property at the Premises; and (c) Worker's Compensation/Employers' Liability which shall fully comply with the statutory requirements of all applicable state and federal laws and Employers' Liability Insurance which limit shall be \$1,000,000 per accident for Bodily Injury and \$1,000,000 per employee/aggregate for disease, and Company and its underwriter shall waive subrogation against Owner. Company shall provide evidence satisfactory to Owner of the insurance required of Company under this Master Agreement, prior to entry on the Property or installation of any of the Communications Equipment and thereafter from time to time promptly whenever the policies are renewed or changed and at other times upon request of Owner. For each Lease, Owner shall keep in full force and effect at all times during the Term commercial general liability insurance, with such coverage to be provided either by third party insurers or pursuant to a self-insurance program maintained by Owner.

18. Waiver of Subrogation. Owner and Company release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Property or the Premises or to the Communications Equipment or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Company shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Company in connection with any damage covered by any policy. Owner shall, in good faith, attempt to obtain a reciprocal waiver of subrogation from its insurance companies. Neither Owner nor Company shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy carried by such party and in force at the time of any such damage.

19. Indemnification.

(a). Company shall indemnify and save Owner harmless from and against any and all loss, costs, liabilities, damages, judgments, and expenses, including reasonable attorney's fees, in connection with claims resulting from bodily injury or death of any person, or from damage to any property sustained by any person, including Company, arising from or relating to the use or occupancy of the Premises or Property or the operations of Company or of Company's contractors, agents, invitees, visitors, servants or employees at or about the Premises or Property, including, but not limited to, the installation, operation, removal and maintenance of the Company's Communications Equipment and Company's other improvements.

(b). Company agrees to indemnify and hold Owner, and all other tenants, licensees and occupants having facilities located at the Property, harmless from all costs of any damage done to Owner's or such other tenant's, licensee's or occupant's facilities or equipment located at the Property, that occur as a result of the installation, operation or maintenance of the Communications Equipment or other improvements. Company hereby assumes the risk of the inability to operate as a result of any structural or power failure or other service or equipment failure at the Property or failure of Company or the Communications Equipment for any reason whatsoever and agrees to indemnify and hold Owner harmless from all damages and costs of defending any claim or suit for damages of any kind including business interruption (and attorney's fees) asserted against Owner by reason of such failure, but excepting from such indemnification obligation all damages and costs arising solely as a result of Owner's gross negligence or willful misconduct.

(c). Owner shall indemnify and save Company harmless from and against any and all loss, costs, liabilities, damages, judgments, and expenses, including reasonable attorney's fees, arising as a result of Owner's gross negligence or willful misconduct in the operation of the Property.

(d). The indemnity obligations described in this Section 19 shall apply as of the Effective Date of this Master Agreement and survive the termination of this Master Agreement.

20. Assignment and Subletting. Company may not assign, sublet, license, or otherwise transfer all or any part of its interest in this Master Agreement, any Lease or in any Premises or permit any occupancy or use of the Premises by any party other than Company without the prior written consent of Owner, which Owner may grant or withhold in its sole and absolute discretion; provided, however, that Company, upon prior written notice to Owner, may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets (a "Permitted Transferee"). Upon any such assignment, Company shall not be relieved of the future performance, liabilities, and obligations under this Master Agreement and applicable Leases. Owner may assign this Master Agreement and any Lease, which assignment may be evidenced by written notice to Company within a reasonable period of time thereafter. Each Lease shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, legal representatives, and permitted assigns.

21. Warranty of Title and Quiet Enjoyment. Owner warrants that: (i) Owner owns each Property in fee simple or is the owner of a leasehold interest and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Owner covenants and agrees with Company that Company may peacefully and quietly enjoy each Premises, provided that Company is not in default hereunder after notice and expiration of all cure periods.

22. Environmental Matters. Company shall not place or introduce into the Premises or Property any Hazardous Material (defined below) except with Owner's prior written consent, which Hazardous Material will be handled strictly in compliance with all Legal Requirements. Company shall indemnify, defend and hold Owner, its Board of Trustees, officers, directors, employees and agents harmless as to any claims, demands, causes of action, costs, expenses (including, without limitation, attorneys' fees and court costs) or liabilities to the extent caused by, directly or indirectly relating to, or arising from any Hazardous Material placed or introduced into the Premises or Property by Company or its employees, agents, contractors or representatives or currently existing in the Premises or Property in compliance with Legal Requirements but disturbed or released by the acts of Company so as to no longer be in compliance with Legal Requirements. As used herein the term "Hazardous Material" means any substance or producing cause which is or becomes defined or regulated as hazardous or toxic, or which requires special handling or treatment, under any applicable Legal Requirement. Owner shall not place or introduce onto the Premises during the Term of Lease any Hazardous Material except such as will be handled strictly in compliance with all Legal Requirements. Owner shall indemnify, defend, and hold Company harmless as to any actual losses or costs incurred as a result of Owner's breach of the foregoing covenant. The obligations described in this Section 22 shall apply as of the Effective Date of this Master Agreement and survive termination of this Master Agreement and each Lease.

23. Radiation; Radio Frequency. Company represents and warrants that the operation of Company's Communications Equipment shall emit no unlawful amounts of radiation whatsoever. To the extent the operation of Company's Communications Equipment, together with the operation of the facilities and site equipment of other licensees and occupants generates unlawful radiation, Company agrees to reasonably cooperate with Owner and with such other licensees and occupants to identify and resolve any radiation issues. Company shall, at its sole cost and expense, take all measures necessary to ensure that no radiation, electromagnetic fields ("**EMF**") or radio frequency emissions ("**RFE**") in excess of that allowed by applicable laws is emitted from the operation of Company's Communications Equipment and that Company's Communications Equipment strictly complies with all applicable laws, whether now or hereafter existing, and that Company's Communications Equipment strictly complies with all obligations whatsoever to which Company are bound in connection with such Communications Equipment, including, without limitation, regulations of the FCC, the Environmental Protection Agency, the California State Public Service Commission, the Occupational Safety and Health Administration, the State

of California, the City of Los Angeles, and Los Angeles County, applicable to its providing of the telecommunications services, including, without limitation, those relating to or governing the emission of radiation from active transmission equipment or similar facilities. All of Company's Communications Equipment shall have been approved and shall comply with all minimum standards set by the Underwriters Laboratory (or other applicable standards for electrical equipment). If any testing, monitoring or remediation of any Hazardous Substances, EMF or RFE is at any time required by any governmental authority, or pursuant to the terms of applicable Laws, in connection with Company's Communications Equipment or the telecommunications services provided by Company on or from the Premises, Company shall pay the costs of such testing, monitoring or remediation and shall deliver copies of any reports prepared in connection therewith to Owner within thirty (30) days of receipt of Owner's written request for any such report. Notwithstanding the foregoing, it is understood and agreed that Company shall not be obligated to modify its pre-existing equipment to remedy EMF or RFE problems resulting from equipment subsequently installed by other carriers, although Company will reasonably cooperate with respect to future installations and testing at no cost to Company other than (i) to the extent Company is in breach of its obligations under this Master Agreement and (ii) to the extent of routine testing, reporting or disclosure required of all carriers generally.

24. Company's Right to Extend the Term:

(a). Provided that no default on the part of Company exists hereunder or under the applicable Lease, the Term of each Lease created under this Master Agreement may be extended for up to two (2) successive, consecutive periods of five (5) years for each Property (each an "**Extension Term**") unless Company or Owner delivers to the other party at least six (6) months but no more than nine (9) months prior to the expiration of the initial Term (or prior to expiration of the then-existing Extension Term if properly exercised) a written notice (a "**No Extension Notice**") stating that Company or Owner does not wish the Term of the applicable Lease to continue for the subject Extension Term. If a No Extension Notice is timely delivered, the applicable Lease shall terminate on the Expiration Date, as it may be extended for any existing Extension Term.

(b). Effective as of the commencement of an Extension Term, the Base Rent shall be increased by an amount equal to fifteen percent (15%) of the then-existing Base Rent. Thereafter, the Base Rent shall be increased annually thereafter in accordance with Section 5(b).

(c). Company's right to extend the Term of a Lease for the Extension Terms as set forth in this Section 24 is personal to Company and may not be assigned, transferred or conveyed to any party, except in connection with an assignment of a Lease in its entirety to a Permitted Transferee.

25. Relocation.

In the event Owner reasonably and in good faith determines that the Premises are needed for educational purposes, Owner shall have the right to require Company to relocate its antenna(s) and/or communications facility to a suitable relocation site. In the event that Company, in its good faith sole discretion, determines that it is unable to find a suitable relocation site for its antenna(s) and/or communications facility, then Owner shall have the right to terminate the applicable Supplement. However, if Company identifies a proposed relocation site, Owner shall use its best efforts to accommodate Company's continuing use of Owner's Property. Company shall pay the costs of relocating Company's antenna(s) and/or communications facility.

26. Miscellaneous.

(a). This Master Agreement and any Supplement that may subsequently be executed by the parties hereto constitutes the entire agreement and understanding between the parties, and supersedes all

offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Master Agreement must be in writing and executed by both parties.

(b). If Company does not vacate the Premises upon the expiration or earlier termination of the applicable Lease, Company shall be a tenant at sufferance for the holdover period and all of the terms and provisions of the Lease shall be applicable during that period, except that Company shall pay Owner (in addition to any other sums payable under the Lease) as Base Rent for the period of such holdover an amount equal to two times the Base Rent which would have been payable by Company had the holdover period been a part of the original Term of the Lease (without waiver of Owner's right to recover damages as permitted by law). The Base Rent payable during the holdover period shall be payable to Owner on demand. No holding over by Company, whether with or without the consent of Owner, shall operate to extend the Term of the Lease. Company shall indemnify, defend and hold Owner harmless from and against all claims made against Owner by any tenant or licensee or prospective tenant or licensee and resulting from delay by Owner in delivering possession of the Premises to such other tenant or licensee or prospective tenant or licensee.

(c). This Master Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assignees of the respective parties.

(d). Company and Owner each warrant and represent to the other that the person(s) signing this Master Agreement and any subsequent Supplement on such party's behalf has authority to do so and to bind such party to the terms, covenants and conditions herein and in such Supplement. Each shall deliver to the other promptly upon request all documents reasonably requested by the other evidencing such authority.

(e). Company and Owner shall indemnify, defend and hold each other harmless from and against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Master Agreement or any Lease arising hereunder due to any action of the indemnifying party.

(f). Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or nationally-recognized overnight courier to the address of the respective parties set forth below:

Owner:

Los Angeles Community College District
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017
Attn: Contracts Manager

Company:

Attn: _____
Phone: _____

With a copy to:

Attn: _____
Phone: _____

Owner or Company may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(g). This Master Agreement is made and entered into and shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Master Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Master Agreement shall not be affected thereby. Venue for any action under this Master Agreement shall, to the extent permitted by applicable law, be in Los Angeles County, California, or if not so permitted by applicable law, venue shall be in the county in which the particular Property at issue is located.

(h). This Master Agreement and each Lease arising hereunder shall be subject and subordinate to any mortgage, deed of trust, ground lease or sale-leaseback now or hereafter placed on the respective Property to which the Lease applies, or any portion thereof, and to all replacements, renewals and extensions thereof, and to all easements, restrictions, reservations and other matters of record affecting such Property, and Company, upon reasonable request by Owner, shall execute instruments (in form satisfactory to Owner) acknowledging such subordination. If any mortgagee, trustee, ground lessor or sale-leaseback lessor shall succeed to the rights of Owner under this Master Agreement or any Lease, or to ownership of the corresponding Property, whether through possession or foreclosure or delivery of a deed to the Property, then, upon the written request of such mortgagee, trustee, ground lessor or sale-leaseback lessor so succeeding to Owner's rights hereunder, Company shall attorn to and recognize such mortgagee, trustee, ground lessor or sale-leaseback lessor as Company's licensor under this Agreement, and shall promptly execute and deliver any instrument that such mortgagee, trustee, ground lessor or sale-leaseback lessor may reasonably request to evidence such attornment. In the event of any other transfer of Owner's interest hereunder or with respect to any Property, upon the written request of the transferee and Owner, Company shall attorn to and recognize such transferee as Company's landlord under this Master Agreement and the respective Lease and shall promptly execute and deliver any instrument that such transferee and Owner may reasonably request to evidence such attornment.

(i). Notwithstanding any other provision of this Master Agreement, the liability of Owner for any breach or default by Owner under their terms of any Lease arising hereunder, or otherwise for whatever reason regarding this Master Agreement or the Premises under any Lease, whether such liability is in contract, tort or otherwise, shall, in each instance, be limited to the interest of Owner in the applicable Property, and Company agrees to look solely to Owner's interest in the Property for the recovery of any judgment against Owner, it being intended and agreed that neither Owner nor, in any event, any person or entity comprising, owning or affiliated with Owner, or any of the Trustees, partners, shareholders, directors, officers, employees and representatives of Owner or any such person or entity, shall ever be personally liable for any judgment or deficiency.

(j). Upon any conveyance, sale or exchange of a Property or assignment of any Lease, Owner shall be and is hereby entirely free and relieved of all liability under any and all of its covenants and obligations contained in or derived from such Lease or this Master Agreement as it related to the applicable Property arising out of any act, occurrence, or omission relating to the Premises, the Property or this Master Agreement occurring after the consummation of such sale or exchange and assignment.

(k). The time of the performance of all of the covenants, conditions and agreements of this Master Agreement and each Lease is considered to be of the essence.

(l). With respect to each Lease created hereunder, the parties shall execute and record a memorandum of lease ("**Memorandum**") substantially in the form attached hereto as **Exhibit "C"** upon request of and at the cost of Company, the Memorandum shall be recorded in the county in which the Property is located. Company shall pay all recording fees and other charges associated with the recordation of the Memorandum. Upon expiration or earlier termination of the Lease, Company shall execute a termination or other document as reasonably requested by Owner to evidence the termination of the Lease.

(m). For any matter for which Owner's approval is required pursuant to the terms of this Master Agreement but for which no time period is specified, Owner shall have a period of thirty (30) days from receipt of all necessary information or documentation in which to respond with an approval or an objection and the specifics of such objection. If Owner fails to respond in such time frame, Company shall give Owner written notice thereof. If Owner fails to respond within ten (10) days from receipt of said notice, the matter shall be deemed approved.

(n). In no event will Owner or Company be liable for any consequential damages in connection with any breach or default under this Master Agreement or any Lease.

(o). Either party shall, upon written request of the other party, execute, acknowledge and deliver a certificate confirming that this Master Agreement or any applicable Lease is in full force and effect and unmodified, or if modified, shall identify the modifications thereto, that there are no defaults, to such party's knowledge, or specifying defaults, if any, and such other matters as such party may reasonably request, within thirty (30) days of such request. Any lender or prospective purchaser shall be entitled to rely upon such certificate.

(p). In the event of any litigation hereunder or in connection with this Master Agreement or any Lease, each party shall be responsible for its own attorneys' fees and costs.

(q). The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(r). All Riders and Exhibits annexed hereto form material parts of this Master Agreement.

(s). This Master Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(t). IT IS EXPRESSLY AGREED BY COMPANY, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS MASTER AGREEMENT AND EACH LEASE, THAT THIS MASTER AGREEMENT, WITH THE SPECIFIC REFERENCES TO EXTRINSIC DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY SUPPLEMENT EXECUTED BY THE PARTIES IN CONNECTION HEREWITH), IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENT OR PROMISES PERTAINING TO THE SUBJECT MATTER OF THIS MASTER AGREEMENT OR OF ANY EXPRESSLY MENTIONED EXTRINSIC DOCUMENTS THAT ARE NOT INCORPORATED IN WRITING IN THIS MASTER AGREEMENT.

(u). OWNER AND COMPANY EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS MASTER AGREEMENT OR ANY LEASE ARISING HEREUNDER, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY EXPRESSLY ACKNOWLEDGES THAT OWNER HAS MADE NO WARRANTIES OR REPRESENTATIONS CONCERNING ANY HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL MATTERS AFFECTING ANY PROPERTY, AND OWNER HEREBY EXPRESSLY DISCLAIMS AND COMPANY WAIVES ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY SUCH MATTERS.

(v). COMPANY SHALL NOT HAVE THE RIGHT TO WITHHOLD OR TO OFFSET BASE RENT OR ANY OTHER SUM OWED TO OWNER OR TO TERMINATE THIS MASTER AGREEMENT OR ANY LEASE ARISING HEREUNDER EXCEPT AS EXPRESSLY PROVIDED HEREIN. COMPANY WAIVES AND RELEASES ANY AND ALL STATUTORY LIENS AND OFFSET RIGHTS.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the Effective Date specified above.

Witnesses:

OWNER:

LOS ANGELES
COMMUNITY COLLEGE DISTRICT,

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

COMPANY:

_____ ,

a

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

EXHIBIT A TO MASTER AGREEMENT

FORM OF SUPPLEMENT

**SUPPLEMENT NO. ____ TO MASTER LEASE
AGREEMENT FOR COMMUNICATIONS SITES**

This Supplement No. ____ To Master Lease Agreement For Communications Sites is made and entered into this ____ day of _____, 200__ (“**Supplement Effective Date**”), by and between LOS ANGELES COMMUNITY COLLEGE DISTRICT (“**Owner**”), and _____, a _____ (“**Company**”).

WHEREAS, Owner and Company have entered into that certain Master Lease Agreement For Communications Sites dated _____, 200__ (the “**Master Agreement**”), and

WHEREAS, Owner and Company desire to execute this Supplement for the purpose of confirming a Lease (as defined in the Master Agreement) of certain Premises on the Property more particularly described herein.

NOW, THEREFORE, Owner and Company hereby acknowledge, confirm and agree to the following:

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated as a part of this Supplement. Capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in the Master Agreement.

2. Property. The Property is located at _____, in the City of _____, County of Los Angeles, State of California, and is more particularly described on **Exhibit “A”** attached hereto.

3. Premises. The Premises shall consist of those portions of the Property designated on the site plan or sketch attached hereto as **Exhibit “B”**.

4. Term Commencement Date. The Term Commencement Date shall be _____, 200__.

5. Rent Commencement Date. The Rent Commencement Date shall be ninety (90) following the Supplement Effective Date, which is _____, 200__, or the date on which the Company commences operation of the Communications Equipment, whichever is earlier.

6. Base Rent. The initial Base Rent shall be _____ Dollars (\$_____) per month, subject to adjustment as provide in Sections 5 and 24 of the Master Agreement.

7. Connectivity: _____.

8. Other Provisions. _____.

9. Incorporation of Master Agreement and Conflict. The terms of the Master Agreement are hereby incorporated as a part of this Supplement as if fully set forth herein. In the event of any conflict between the Master Agreement and this Supplement, the terms of the Master Agreement shall prevail and control.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year first set forth above.

Witnesses:

OWNER:

**LOS ANGELES COMMUNITY
COLLEGE DISTRICT,**

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

COMPANY:

_____,
a _____

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

**EXHIBIT A TO SUPPLEMENT NO. ____ TO MASTER
LEASE AGREEMENT FOR COMMUNICATIONS SITES**

Legal Description of Property

**EXHIBIT B TO SUPPLEMENT NO. ____ TO MASTER
LEASE AGREEMENT FOR COMMUNICATIONS SITES**

**A SITE PLAN OR DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED
HERETO**

EXHIBIT B TO MASTER AGREEMENT
FORM OF ENTRY AND TESTING AGREEMENT
ENTRY AND TESTING AGREEMENT

This Entry and Testing Agreement ("Agreement") is made and entered into as of this ____ day of _____, 200__ (the "Execution Date"), between LOS ANGELES COMMUNITY COLLEGE DISTRICT ("Owner"), and _____, a _____ ("Company").

WHEREAS, Owner owns or leases a tract of real property, which is commonly known as and located at _____, City of _____, County of Los Angeles, State of California, including access to the tract of real property (the "Property"); and

WHEREAS, Company has an interest in leasing a portion of the Property from Owner, for the construction of a communications tower (the "Tower") and the attachment of related equipment thereto. In order for Company to determine the viability and feasibility of the Property, it is necessary for employees, agents or independent contractors of Company to enter upon and inspect the Property and/or to temporarily locate communications equipment on the Property to conduct short term radio propagation tests; and

WHEREAS, as an accommodation to Company, Owner is willing to grant permission to Company, its employees, agents or contractors to enter onto the Property in order to conduct such investigations, under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Owner grants to Company, its contractors, agents, employees and representatives a right of entry and license, upon prior arrangement with Owner as to date, time and place, to enter upon the Property (excluding the interior portions of any buildings located thereon) to conduct and perform the following activities: surveys, geotechnical soil borings and analyses, phase I environmental audits, boundary surveys, radio propagation studies, and such other non-invasive tests and inspections of the Property (collectively, the "Permitted Activities"), which Company may deem necessary or advisable to make a determination of the feasibility of the Property for its intended uses. Company shall not be permitted to access the roof of any building located on the Property without prior notice in writing to Owner and unless accompanied by a representative of Owner. The location(s) of any soil boring(s) to be conducted by Company on the Property shall be subject to the prior, written approval of Owner. Company's entry rights are specifically limited to the Permitted Activities and to the Property and shall not include any other activities or any other portion of the real property surrounding the Property. Company shall be responsible for any and all costs related to the Permitted Activities, including, without limitation, the installation, operation and removal of equipment and other materials on the Property.

2. The Permitted Activities are to be conducted in strict compliance with all Laws. The term "Law" or "Laws" as used in this Agreement means all applicable constitutional provisions, statutes, ordinances, codes, rules and regulations of any governmental body having jurisdiction over the Property or the parties to this Agreement, including but not limited to, those which pertain to health, safety or environment (including, but not limited to, ground or air or water or noise pollution or contamination) and shall include without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource, Conservation and Recovery Act of 1976, as amended, and all

governmental agency and other state codes, acts, rules, and regulations for the State in which the Property is located. At Company's request Owner may arrange with Company to review its existing surveys, plans and specifications, if any, regarding the Property, but Company agrees it shall have full and complete responsibility for all aspects of the Permitted Activities, including but not limited to, any cost, liabilities or other legal obligations and Laws related in any way thereto. Company further agrees not to interfere with Owner's or any other party's activities or business being conducted on the Property.

3. Company shall promptly provide Owner with copies of any and all reports, correspondence or other documents which regard, refer, or relate in any way to its investigation of the Property, and copies of reports, correspondence and other documents to or from Company's agents, contractors, subcontractors, consultants and others concerning the investigation of the Property. Company shall not notify any governmental agency of such reports, correspondence or other documents, except in order to comply with the requirements of the Laws (as hereinafter defined) of the State in which the Property is located, and then only after notification to Owner.

4. Company acknowledges that all of the terms of this Agreement apply to Company's employees, agents, consultants, contractors and their sub-contractors and invitees. Any activities conducted by Company, its employees, agents, consultants, invitees, contractors and their sub-contractors on the Property will be done in a safe, efficient, workmanlike and non-negligent like manner and in accordance with the requirements of all applicable Laws and such other standards which may apply to the performance or such activity, including but not limited to, any professional engineering standards.

5. Company shall defend, indemnify and hold Owner harmless from and against any and all claims, demands, judgments, actions, causes of actions, injuries to persons, property or the Property, administrative orders, consent agreements and orders, liabilities, penalties, costs, attorney's fees, consultant's fees, contractor and their sub-contractor's fees, and expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property or business, or damage to the environment or natural resources, arising out of or in any way caused by the activities of Company or its officers, employees, agents, consultants, invitees, and contractors and their subcontractors on the Property or any property surrounding the Property in conducting the Permitted Activities. This indemnification obligation shall survive the expiration or termination of this Agreement. Company waives all claims and causes of action against Owner based upon the condition of the Property or negligence, regardless of the degree of such negligence, and releases Owner from all liability arising out of the condition of the Property or for such negligence, regardless of its degree, excepting only Owner's gross negligence or willful misconduct.

6. With respect to activities performed under or incident to this Agreement, Company at Company's sole cost and expense, shall procure, prior to commencement of the Permitted Activities, and maintain the insurance coverages as described below for itself and, its employees and from or for its agents, consultants, invitees, and contractors and their sub-contractors:

- (a) General liability insurance covering premises/operations, completed operations and products liability, and contractual liability, all with a minimum combined single limit of \$1,000,000 each occurrence and a general aggregate of \$5,000,000 for bodily injury and property damage, including personal injury, and
- (b) Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage, and
- (c)
 - i. Workers' compensation insurance as required by Law, covering all states of operation, and
 - ii. Employer's liability insurance with a minimum limit of \$500,000.

Owner shall be named as an additional insured with respect to the coverages required under clause (a) and (b) above. Company shall furnish Owner with certificates of insurance which provide that the coverages will

not be canceled or materially changed except upon thirty (30) days advance written notice to Owner. Upon request of Owner, Company or the insurers shall provide copies of the policies of insurance and endorsements thereto.

7. The term of this Agreement shall be sixty (60) days commencing upon the Execution Date hereof; provided, however, that Owner may immediately terminate this Agreement by written notice to Company in the event Company breaches any term of this Agreement. Company may terminate this Agreement at any time by written notice to Owner.

8. Upon the expiration or earlier termination of this Agreement, or upon Company's earlier completion of its work hereunder, Company shall immediately remove any and all of its equipment, materials and other property from the Property and restore the Property to substantially the condition in which it existed immediately prior to Company's entry, reasonable wear and tear and damage not caused by Company excepted.

9. All contact regarding the performance of any and all portions of this Agreement or any of the activities being conducted by Company or its employees, agents, consultants, contractors and their subcontractors on the Property, and all notices required or permitted to be given under this Agreement shall be directed the parties at the following addresses:

(a) If to Owner:
Los Angeles Community College District
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017
Attn: Contracts Manager

(b) If to Company:

All Notices required and to be given under this Agreement shall be deemed delivered when received by hand delivery, Certified Mail, Return Receipt Requested, or sent by a nationally-recognized overnight courier service, addressed to the respective parties as identified above.

10. Each party in any suit to enforce this Agreement shall be responsible for its own attorney's fees and court costs.

11. This Agreement may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one Agreement.

12. The severability, invalidity or unenforceability of any paragraph or any part of any paragraph in this agreement shall not in any way affect the validity of enforceability of any other paragraph or any part of any other paragraph.

13. This Agreement shall be binding upon and inure to the benefit of Owner, its subsidiaries and affiliated corporations, and its successors and assigns. Company may not assign all or any portion of this Agreement without the prior written consent of Owner.

14. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written are superseded. This Agreement may be amended only by a written document duly executed by the parties. This Agreement shall be governed by

the laws of the State of California. Venue for any action under this Agreement shall, to the extent permitted by applicable law, be in Los Angeles County, California.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date first above written.

OWNER:

LOS ANGELES
COMMUNITY COLLEGE DISTRICT,

By: _____

Name: _____

Title: _____

COMPANY:

_____,
a _____

By: _____

Name: _____

Title: _____

EXHIBIT C TO MASTER AGREEMENT

FORM OF MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

Memorandum of Agreement

The Memorandum of Agreement ("Memorandum") dated _____, 200__, evidences that a lease was made and entered into by a written Site Agreement (the "Agreement") dated _____, 200__, between the Los Angeles Community College District ("Owner") and _____, a _____ ("Company").

The Agreement provides in part that Owner leases to Company certain real property owned by Owner and located at _____, State of California, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The term of the Agreement is ____ years commencing on _____, 200__, which term is subject to ____ additional ____-year extensions that may be exercised by _____. The parties have executed this Memorandum as of the day and year first above written.

LOS ANGELES
COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____
