

MASTER LICENSE AGREEMENT

This Master License Agreement (“**Agreement**”) is entered into effective as of _____, 2019 (“**Effective Date**”) by and between the City of San Leandro, a California charter city (“**City**”) and Common Networks, Inc. (“**Company**”). City and Company are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. City is the owner of certain properties located within the City of San Leandro which may be well suited for communication equipment.

B. On a case-by-case basis, Company desires to install, operate, maintain, replace, modify and remove certain communications equipment, which may consist of, but is not necessarily limited to, antennas, radios, cabling and mounts (the “**Equipment**”) on rooftop portions of City properties (“**Permitted Activities**”), and City is willing, on a case-by-case basis, to make certain properties available to Company for the Permitted Activities.

C. The Parties desire to enter into this Agreement to set forth the general terms and conditions, set forth herein for each specific property which Company may elect to use and City may elect to permit Company to use, as further set forth herein.

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

1. Master Agreement and Site Agreements. This Agreement sets forth the basic terms and conditions upon which each Site Agreement (defined below) is executed by City and Company. Upon agreement between the Parties with respect to the particular location and terms for use of a Permit Property (as defined below), the Parties shall execute a completed Site License Agreement (“**Site Agreement**”) in the form attached hereto and incorporated herein by this reference. Each Site Agreement shall act as a separate and independent agreement for each Permit Property, the express intent of the parties being to use this Agreement to facilitate each of the independent transactions. The Site Agreement shall identify the specific property owned by the City (“**Permit Property**”) together with the specific location of the roof of the Permit Property for Company’s installation of the Equipment (“**Roof Space**”) and such other terms as set forth therein. The Site Agreement may have special clauses specific to each individual Permit Property. In the event of a discrepancy or inconsistency between the terms and conditions of a particular Site Agreement and this Agreement, the terms and conditions of this Agreement shall govern and control. The City is not obligated to execute a Site Agreement for any particular Permit Property and the execution of any such Site Agreement shall be in the City’s sole discretion.

2. Grant of License. Upon execution of a Site Agreement, City grants to Company, its contractors, subcontractors, employees and agents (collectively, the “**Company Parties**”) a license to conduct the Permitted Activities on the Roof Space identified in the Site Agreement. Subject to the terms and conditions of this Agreement and the Site Agreement, the license granted under a Site Agreement includes the right of access for the Company Parties from the public right-of-way onto and through areas of the Permit Property as required to perform the Permitted

Activities. Company shall not bring in or permit the placement of any property within the Roof Space any property of a weight in excess of the design capacity of the Roof Space.

3. Permit Fee. On or before the first day of each month during the Term (as defined below) during which each Site Agreement is in effect, Company shall pay to City a monthly fee (the “**Permit Fee**”) in the amount set forth in each Site Agreement per month for Company’s license to conduct the Permitted Activities from the Permit Property described in the Site Agreement. For any partial month at the beginning or end of the Term (as defined below) of this Agreement, the Permit Fee shall be prorated based on the actual number of days in such month to be prorated. Neither this Agreement nor any Site Agreement is intended to, nor shall it be interpreted to, create or vest in Company any leasehold or any other property rights or interests in any Permit Property or the improvements located thereon, or any part thereof. The Permit Fee for each Site Agreement shall increase by three percent (3%) upon the one-year anniversary of the Site Agreement and annually thereafter.

4. Electricity. It is understood and agreed that Company requires electricity to each Roof Space twenty-four (24) hours per day for the maintenance and operation of the Equipment. Subject to those conditions set forth herein and if required for operation of the Equipment, said provision of electricity shall be provided to Company twenty-four (24) hours per day, three hundred sixty five (365) days per year. City agrees to use reasonable diligence in providing Company with access to electric service and ingress or egress; it being understood that City reserves the right to temporarily discontinue electric service, or ingress or egress, at such times as may be necessary when, by reason of accident, unavailability of employees, repairs, alterations or improvements, or whenever by reason of strikes, walkouts, riots, acts of God, or any other happening beyond the control of City, City is unable to provide the same. City shall use best efforts to provide Company with prior written notice of any such discontinuance that is within City’s control. If the cost of electricity solely attributed to the Equipment at a specific Roof Space exceeds five percent (5%) of the Permit Fee associated with that Roof Space on an annualized basis, Company shall be responsible for payment of such excess amount which amount shall be included with the invoice from City to Company for the subsequent Permit Fee payment.

5. Late Charge. Company acknowledges that the late payment of the Permit Fee will cause City to incur administrative costs and other damages, the exact amount of which would be impracticable or extremely difficult to ascertain. Company and City agree that if City does not receive any such payment within ten (10) calendar days after such payment is due, Company shall pay to City an amount equal to ten percent (10%) of the overdue amount as a late charge for each month or partial month that such amount remains unpaid. The Parties acknowledge that this late charge represents a fair and reasonable estimate of the costs that City will incur by reason of the late payment by Company, but the payment of such late charge shall not excuse or cure any default by Company under this Agreement. The Parties further agree that the payment of late charges pursuant to this Section 5 and the payment of interest pursuant to Section 6 are distinct and separate from one another in that the payment of interest is to compensate City for the use of City’s money by Company, while the payment of a late charge is to compensate City for the additional administrative expense incurred by City in handling and processing delinquent payments, but excluding attorneys’ fees and costs incurred with respect to such delinquent payments. Acceptance of any late fees and late charges shall not prevent City from exercising any of the other rights and

remedies available to City under this Agreement or a Site Agreement for any other default by Company.

6. Interest. Any amount due from Company to City which is not paid when due shall bear interest at the lesser of ten percent (10%) per annum or the maximum rate which City is permitted by law to charge, from the date such payment is due until paid, but the payment of such interest shall not excuse or cure any default by Company under this Agreement or a Site Agreement.

7. Nonexclusiveness of Permit. Any license granted to Company for a Permit Property pursuant to a Site Agreement is nonexclusive and nonpossessory. Subject to Section 12 below, Company Parties must allow access to a Permit Property by representatives of City and any other parties possessing prior rights, unless separate arrangements are made with such parties. This Agreement and each Site Agreement are not intended to, nor shall they be interpreted to, create or vest in Company any leasehold or any other property rights or interests in any Permit Property.

8. Prior Rights. Each Site Agreement is made subject and subordinate to the prior and continuing right of City to use the Permit Property for any uses in which City is engaged on the Permit Property as of the date hereof. City will cooperate with Company and use reasonable efforts to minimize interference with Company's use of the Permit Property and shall notify Company of any use by City which it believes may result in interference with Company's use.

9. Term of Site Agreement. The term for this Agreement, shall commence on [INSERT DATE], 2019 ("**Commencement Date**"), and shall terminate on [INSERT DATE], 2024 ("**Term**"). The Term shall automatically renew on an annual basis thereafter, subject to the termination rights in this Agreement. Each Site Agreement shall specify the commencement date and termination date for that specific Site Agreement, but in no circumstances shall any Site Agreement terminate on a date that is later than the termination date of this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement or any Site Agreement without cause upon one hundred eighty (180) days' prior written notice to the other Party. Company's indemnity obligations set forth in this Agreement survive termination of this Agreement or any Site Agreement for any reason. Company may terminate any Site Agreement at any time upon thirty (30) days' notice to City and payment of a one-time termination fee equivalent to three (3) months' of Permit Fee of such Site Agreement.

10. Default. If Company fails to comply with any of its obligations or terms of this Agreement or a Site Agreement, including without limitation, a failure to pay the Permit Fee or any other amount due under the Site Agreement, and such failure continues for ten (10) business days after delivery of written notice from City, Company shall be deemed in breach of this Agreement and City shall have the right to terminate this Agreement. Any Site Agreements shall concurrently terminate with the termination of this Agreement.

11. Conditions of Access. The Company Parties' entry onto a Permit Property shall be limited to performing the Permitted Activities. Without limiting the foregoing, the Company Parties will adhere to the following specific requirements:

a. Company covenants that it shall enter each Permit Property in such manner and at such time as shall not interfere with any other existing use of the Permit Property. City covenants that it shall reasonably cooperate with Company so that the Company Parties' entry may be handled in an efficient manner and so as to avoid any unreasonable delays with respect to the Permitted Activities. Company hereby waives and releases City for any claim for damages against City in the event that Company's entry onto a Permit Property or any of the Permitted Activities are delayed for any reason whatsoever, except and to the extent caused by the gross negligence or willful misconduct of any representatives of City.

b. The Company Parties shall be liable for any damage to a Permit Property or other City Property ("**City Property**") that occurs as a result of the Permitted Activities, except and to the extent: (1) such damage is required as a condition to Company's completion of the Permitted Activities, in which case Company shall, to the extent necessary and feasible, promptly restore City Property to its condition existing prior to the commencement of such activities; or (2) the damage is caused by the gross negligence or willful misconduct of City. Any damage to City Property caused by the Company Parties in violation of this Agreement shall be immediately repaired to the satisfaction of City at Company's sole cost and expense.

c. Company shall not encroach on the public right of way adjacent to any Permit Property unless Company has applied for and received any necessary approvals and/or permits. All equipment and material storage shall be secured by Company on the Permit Property.

d. Company shall at all times keep the Permit Property free and clear of all liens and encumbrances affecting title to the Permit Property in connection with any work performed by the Company Parties under the applicable Site Agreement. Upon notice of any such lien or claim, Company may bond and contest in good faith the validity and the amount of such lien, but Company shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at its sole expense.

e. Company shall comply with all applicable state, federal and local laws, regulations, rules and orders, with respect to the Permitted Activities, including, without limitation, all Environmental Laws (defined below) and all laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("**RFs**") or Electromagnetic Fields ("**EMFs**"). Company shall provide City with all reports relating to a particular Permit Property which Company is required to prepare under applicable law. Company shall not cause any Hazardous Material (defined below) to be generated, brought onto, used, stored, or disposed of in or about the Permit Property. As used in this Agreement, the term "**Hazardous Material**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental

Laws. As used in this Agreement, the term “**Environmental Laws**” means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 et seq.), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 et seq.).

f. Company shall be responsible, at its sole cost, for the construction, installation, and maintenance of the Equipment to be placed on each Roof Space. No property other than the Equipment, and replacements thereof, shall be installed on the Roof Space. Company will install and operate the Equipment in compliance with City’s technical standards, rules and regulations and any other federal, state, or municipal agency having jurisdiction with respect to the Permit Property.

g. Company, at its expense, shall obtain all necessary governmental permits and certificates required for the construction, installation, authorization and use of the Equipment at each Permit Property. City shall permit Company to arrange for the installation of telephonic and electrical connections, to be done at Company’s expense (the “**Connecting Equipment**”). All such Connecting Equipment shall be installed in accordance with the engineering and design of the base building systems located at the applicable Permit Property. All construction, installations, alterations, repair and maintenance work shall be performed in a manner which will not unreasonably interfere with, delay or impose any additional expense upon City in the maintenance or operation of the Permit Property.

h. Company shall maintain the Equipment in good repair and shall keep the Roof Space free from all trash, debris and waste resulting from use of the Roof Space by its employees, contractors or agents.

i. Company shall give City prior verbal or email notice of the need for access the Permit Property subject to such rules as City may adopt, including, but not limited to, the requirement that an agent of City accompany persons during such access; provided however, in the event of an emergency or equipment failure, no prior notice shall be required except that Company shall provide such notice as soon as reasonably practical. .

12. Interference. Company agrees that the Equipment shall be of such types and frequencies that will not cause interference with: (1) the other existing communications equipment on the applicable Permit Property (including replacements thereof of the same power and frequency), (2) the basic telecommunications services of City or any of the other tenants located on the applicable Permit Property, or (3) the business of City. In the event the Equipment causes such interference, notwithstanding any other provision in this Agreement to the contrary, Company shall immediately upon having notice of such interference (whether such notice, in writing or otherwise, is from City or other persons) take all steps necessary to correct and eliminate the interference in a reasonable and timely manner, including temporary disconnection and shut down of the Equipment causing the interference (except for intermittent operation for the purpose of correcting such interference) until such interference is eliminated. In addition, except as it relates to City's provision of municipal services (e.g. police, fire and emergency response), City shall not permit any use of the applicable Permit Property subsequent to execution of a Site Agreement for the Permit Property that causes interference with the Equipment or Company's ability to send and receive line-of-sight radio communications. Immediately following notification from Company, City shall take all steps necessary to correct and eliminate the interference in a reasonable and timely manner, including temporary disconnection and shut down of the Equipment causing the interference (except for intermittent operation for the purpose of correcting such interference) until such interference is eliminated.

13. Indemnification. Company agrees to defend (with counsel approved by City) and hold City and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing collectively "**Indemnitees**") harmless from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) (all of the foregoing collectively "**Claims**") resulting from or arising in connection with entry upon and use of a Permit Property, including but not limited to Claims arising from the presence of or exposure to RFs or EMFs resulting from Company's use of a Permit Property, by Company or Company's agents, employees, consultants, contractors or subcontractors pursuant to this Agreement or a Site Agreement; except and to the extent caused by the gross negligence or willful misconduct of Indemnitees. Company's indemnification obligations set forth in this section shall survive the termination of this Agreement.

14. Release of Claims. Company hereby waives, releases, and discharges forever Indemnitees from all present and future Claims arising out of or in any way connected with entry upon a Permit Property by Company or Company's agents, employees, consultants, contractors or subcontractors pursuant to this Agreement or to a Site Agreement, except and to the extent caused by the gross negligence or willful misconduct of Indemnitees.

15. Insurance. Throughout the Term of this Agreement and each Site Agreement, Company and all contractors working on behalf of Company with respect to each Site Agreement shall maintain a commercial general liability policy in the amount of Two Million Dollars (\$2,000,000) combined single limit, or such other policy limit as City may require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name City and its respective elected and appointed officers, officials, employees, agents and representatives as additional insureds.

Throughout the Term of this Agreement and each Site Agreement, Company and all contractors, including subcontractors of every tier, working on behalf of Company with respect to a Site Agreement shall maintain a comprehensive automobile liability coverage in the amount of One Million Dollars (\$1,000,000), combined single limit including coverage for owned and non-owned vehicles. Automobile liability policies shall name City and its respective elected and appointed officers, officials, employees, agents and representatives as additional insureds.

Throughout the Term of this Agreement and each Site Agreement, Company shall maintain worker's compensation insurance in the amount required under applicable state law, covering Company's employees, if any, at work upon a Permit Property or engaged in services or operations in connection with the Permitted Activities on a Permit Property. Company shall require any contractor that accesses a Permit Property to provide worker's compensation insurance for its employees in compliance with applicable state law.

Companies writing the insurance required hereunder shall be licensed "on an Admitted or Non-Admitted bases" to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-: VII. Prior to the effective date of any Site Agreement, Company shall furnish City with certificates of insurance in a form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. Each policy shall require the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal, except in the event of non-payment of premium a ten (10) day notice will be provided. Coverage provided by Company shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of City.

16. Assignment. Company shall have no right to sublicense, assign or transfer this Agreement or any Site Agreement, or rights arising under this Agreement or any Site Agreement, except, Company shall have the right to assign this Agreement and all Site Agreements (a) to an entity who controls, is under common control of, or is controlled by Company, or (b) any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of Company.

17. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant hereto shall be made in writing, and sent to the Parties at the addresses specified below, or such other address as a Party may designate by written notice delivered to the other Party in accordance with this section. All such notices shall be sent by:

a. personal delivery, in which case notice shall be deemed delivered upon receipt;

b. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

c. nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

d. except for a notice of default, email, in which case notice shall be deemed delivered on transmittal, provided that written notice by one of the method provided above is also used.

City: [INSERT INFORMATION]

Company: [INSERT INFORMATION]

18. Entire Agreement; Amendments. This Agreement together with the Site Agreement attached hereto and incorporated herein by reference, and any Site Agreements executed by the Parties, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statement with respect thereto. This Agreement and any Site Agreement may be amended only by a written instrument executed by the Parties hereto.

19. Severability. If any term, provision, or condition of this Agreement or an executed Site Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or any executed Site Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

20. Waiver. A waiver by either Party of the performance of any covenant or condition herein shall not invalidate this Agreement or any Site Agreement nor shall the delay or forbearance by either Party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

21. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning, and not strictly for or against any party, in order to achieve the objectives and purposes of the Parties.

22. Attorney's Fees. In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement or any executed Site Agreement, the prevailing party shall recover reasonable attorney's fees and other costs, including but not limited to court costs and expert and consultants' fees incurred in connection with such action, in addition to any other relief awarded.

23. Counterparts. This Agreement and any Site Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

24. Governing Law and Venue. This Agreement and any executed Site Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement or any executed Site Agreement shall be filed in the Superior

Court of Alameda County, California or in the Federal District Court for the Northern District of California.

25. Local Workforce Development Effort. In its normal business operations within the city of San Leandro, Common will show “good faith efforts” to meet local workforce development targets. In order to show such good faith efforts, throughout the duration of this agreement, Common shall certify that it has completed, or will attempt to complete, as many of the following activities as possible:

- (1) Documentation of good faith negotiations with the City of San Leandro, the San Leandro and San Lorenzo Unified School Districts to identify ways to engage the student and teacher population on topics such as: the high-tech industry in Silicon Valley, entrepreneurship, venture capital, etc.;
- (2) Convening a meeting within the City of San Leandro for San Leandro residents, businesses, and nonprofit organizations to identify specific workforce needs in order to increase the likelihood of meeting those needs with local talent;
- (3) Providing confirmation of any San Leandro residents hired for employment, to the extent allowable by privacy laws and policies;
- (4) Advertising employment opportunities in one or more daily or weekly newspapers, websites, trade association publications, trade journals or other media;
- (5) An ongoing commitment to making announcements of employment opportunities available for distribution by the City of San Leandro in publications, job boards and/or events;
- (6) Documentation of requests for assistance from San Leandro community organizations, contractors or professional groups, including local, county, state or federal workforce development agencies that provide assistance with the recruitment and placement of employees with employers, specifically targeting San Leandro residents.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COMMON NETWORKS, INC.:

By:_____

Print Name:

Title:

CITY OF SAN LEANDRO:

Jeff Kay, City Manager

Attest

Leticia I. Miguel, City Clerk

Approved As To Form:

Richard D. Pio Roda, City Attorney

Address: _____

SITE AGREEMENT

This Site License Agreement (“**Site Agreement**”) is entered into effective as of _____, 20__ (“**Effective Date**”) by and between the City of San Leandro, a California charter city (“**City**”) and Common Networks, Inc. (“**Company**”) and pursuant to that certain Master License Agreement dated _____, 2019 (“**Master Agreement**”). All terms and conditions of the Master Agreement are incorporated herein by reference and shall govern the relationship between both parties. In the event of a conflict or inconsistency between the terms of the Master Agreement and this Site Agreement, the terms of this Site Agreement shall govern and control.

1. Permit Property Address: _____
(See Exhibit A for legal description)
2. Roof Space: (See Exhibit B)
3. Commencement Date: _____, 20__
4. Term: _____ years, with automatic one (1) year extensions with a maximum of thirty (30) years (See Section 9 of Master Lease)
5. Monthly Permit Fee: \$_____
6. Special Access Requirements: _____(if none, write “none”)_
7. City’s Contact for Access for Emergency: _____
8. Company’s Contact for Emergency: _____
9. Other Provisions:

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have executed this Site Agreement as of the date first written above.

COMMON NETWORKS, INC.:

By:_____

Print Name:

Title:

CITY OF SAN LEANDRO:

Jeff Kay, City Manager

Attest

Leticia I. Miguel, City Clerk

Tenant:

By:_____

Name: _____

Title: _____

Date:_____

Exhibit A

PERMIT PROPERTY

(Attach legal description and map of Permit Property.)

The land referred to is situated in the County of Alameda, City of San Leandro, State of California, and is described as follows:

DRAFT

Exhibit B

ROOF SPACE

[INSERT DESCRIPTION OF THE ROOF SPACE AND PERMISSIBLE AREA]

3224333.1

3205510.1

DRAFT